

**Exhibit A**

**USER SOFTWARE LICENSE AGREEMENT**

## **EXHIBIT A**

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#### **I. Parties**

This User Software License Agreement ("Agreement") is made and entered by and between Kelly Counseling & Consulting, LLC ("Agency"), having a mailing address of 305 Valleybrook Road, Chester Heights, PA 19017

and \_\_\_\_\_  
("User"), having a residence address of \_\_\_\_\_.

#### **II. Recital and Definitions**

- A. Agency is the licensee of an Internet/online monitoring software application (Software) from a third party software service provider (Service Provider). Agency is authorized by Service Provider to sublicense Software to User. User acknowledges that they are a sub licensee of Software.
- B. Agency and Service Provider are independent agents, operating independently from each other, and have no authority to act for or on behalf of each other.
- C. User hereby permits Software to be installed on User's computer under the conditions in which Agency is authorized to install Software. User acknowledges that Service Provider is a third-party beneficiary to this Agreement, and, therefore, has the right to enforce this Agreement against User to the same extent as against Agency.

#### **III. Obligations**

- A. User agrees to one of the following fee schedules: (Exhibit E)
  - 1. User shall pay Agency a \$25 monthly service fee per computer on which the software is installed, with the first and last months service fees per computer assessed upon initial enrollment. If User is NOT enrolled in an automatic debit subscription or electronic funds transfer subscription with Service Provider. User hereby authorizes Service Provider to inform Agency if Service Provider does not receive a monthly service fee on or before the beginning of a corresponding monthly period and authorizes Service Provider to terminate monitoring Internet/online and offline activity at the end of the month corresponding monthly period for which User has not paid the monthly service fee, regardless of when this period ends – and apply the last months service fee thereto. User may pay any delinquent monthly service fee to Service Provider prior to Service Provider terminating the monitoring of User's Internet/online and offline activity of User.
- B. User agrees that Service Provider may upwardly or downwardly adjust the monthly service fee without prior notice to User.

#### **IV. Warranty**

- A. SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER DOES NOT WARRANT THAT SOFTWARE WILL MEET USER'S REQUIREMENTS (WHETHER SUCH REQUIREMENTS ARE KNOWN OR UNKNOWN TO SERVICE PROVIDER), OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN SOFTWARE WILL BE CORRECTED. FURTHERMORE, SERVICE PROVIDER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULT OF THE USE OF SOFTWARE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SERVICE PROVIDER, AGENCY, OR AN AUTHORIZED

REPRESENTATIVE OF SERVICE PROVIDER OR AGENCY SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY.

- B. SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE INCURRED BY USER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SERVICE PROVIDER OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

V. **Indemnification**

User shall protect, defend, indemnify, and hold harmless Service Provider, including Service Provider's officers, agents, employees and authorized contractors, from and against any claim, loss, damage, or expense (including court costs and attorneys' fees) arising out of, or relating to, User's use of Software.

VI. **Miscellaneous**

- A. User acknowledges and agrees that Service Provider either owns all right, title and interest in and to, or is the authorized licensor of, Software and the documentation including without limitation, patent, copyright, trademark and trade secret rights. User shall not remove any trademark, copyright, restricted rights, proprietary rights or confidentiality notice included in or affixed to Software or any documentation. User may not translate, disassemble, reverse compile, or make derivative works of Software, nor may User modify or alter any portion of Software. User agrees to protect Software from unauthorized use by third parties.
- B. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

User \_\_\_\_\_

Case # \_\_\_\_\_ Date \_\_\_\_\_

Reporting Officer \_\_\_\_\_

**This document is to be retained by the Agency ONLY.**