6 oak grove avenue
bath, maine 04530
www.btsmaine.com
800.498.8642 or 207.443.9554

Duo Two Factor Authentication Services Agreement

SERVICES

Duo Two Factor Authentication service that provides multifactor authentication services for VPN, Active Directory, and other applications. This service meets CJIS requirements.

FEES
In exchange for the License and the Services provided by Burgess under this Agreement, User shall pay Burgess in advance a monthly fee based on the number of users. Additional users added will affect pricing.   If Burgess does not receive written notice of a request for service termination by User, User acknowledges and understands that Burgess will continue to charge User for the Services as long as User's account remains active regardless if the Services are used or not.

SOFTWARE, DOCUMENTATION AND SERVICES PROPERTY OF BURGESS
The Software, Documentation and the Services are the exclusive property of Burgess, or the third parties from whom Burgess has secured the right to use materials contained in the Software, Documentation and the Services. Burgess and such third parties shall retain all right and title, to the extent of their respective interests, to all proprietary rights in the Software, Documentation and the Services, and to any other intellectual property owned or otherwise provided by Burgess. User shall have no right to use the Software, Documentation or the Services for any purpose other than as set forth in this Agreement. User shall not challenge, or assist any other person or entity in challenging, Burgess's right, title, and/or interest in the Software, Documentation and the Services.

TERM
This Agreement shall continue for a period of twelve months. If no notification is received as detailed above, the Agreement will automatically renew for another twelve-month period.

TERMINATION BY USER
User may terminate this Agreement at any time by providing Burgess with thirty (30) days written notice of User's intent to terminate use of the Service. Burgess shall not provide a refund for any unused portion of the Services paid in advance by User.

TERMINATION BY BURGESS
Burgess may terminate this Agreement with or without cause upon thirty (30) days written notice. Should Burgess opt to terminate the Agreement without cause, Burgess agrees to provide a refund for any unused portion of the Services paid in advance by User. Should Burgess terminate with cause, no refund shall be due to the User.

LIMITATION OF LIABILITY
LIMITATION OF LIABILITY. UNLESS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, VENDOR SHALL NOT BE LIABLE TO USER FOR LOSS OF PROFIT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OR ANY BREACH OF THIS AGREEMENT OR OF OBLIGATIONS UNDER THIS AGREEMENT OR FOR ANY CLAIM MADE AGAINST USER BY ANY OTHER PARTY. IN NO EVENT SHALL

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VENDOR'S LIABILITY HEREUNDER EXCEED THE AGGREGATE AMOUNT OF THE FEES PAYABLE BY USER TO THE VENDOR.

CONFIDENTIALITY

During the term of this agreement and after the term, Vendor may not use for any purpose other than for the benefit of User, or divulge to any third party, any trade secrets, processes, techniques, designs, know-how or other confidential information of User, including without limitation information about User customers, former customers, staff, financial data, business records and activities under this agreement. Both during and after the term, Vendor shall maintain the strict confidentiality of the User's confidential information using the same degree of care as the Vendor affords to its own confidential information of a similar nature which it desires not to be published or disseminated, and in no event less than reasonable care, to prevent the unauthorized use or disclosure of the User's confidential information.

FORCE MAJEUR

Neither party shall be liable for any failure or delay in the performance of any of its respective obligations (other than the payment of fees) if prevented from doing so by a cause or causes beyond its reasonable control (a "Force Majeure Event"). Without limiting the generality of the foregoing, Force Majeure Events include: fires, floods, terrorism, strikes, blackouts, war, restraints of government, utility or communications failures or interruptions, failures of third party vendors, Internet slow-downs or failures, computer hackers or other causes that are beyond a party's reasonable control. Failure to meet due dates or time schedules resulting from a Force Majeure Event shall extend the due dates or time schedules for reasonable periods of time as determined by Burgess in good faith.