

## MASTER SUBSCRIPTION AGREEMENT

This MASTER SUBSCRIPTION AGREEMENT is entered into on \_\_\_\_\_, 2019 ("Effective Date"), by and between PRONTO CONSULTING, LLC, a Georgia limited liability company with offices at 106 Colony Park Drive, Suite 700, Cumming, Georgia 30040, and Lowndes County Board of Commissioners, 327 N. Ashley Street, Valdosta, Georgia 31601 ("Customer").

### 1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement, the Schedules hereto (including Schedule A setting forth the Platform Component Subscription for Pronto Software as a Service and price therefor being purchased by Customer from Pronto Consulting, LLC under this Agreement), and such other documents, attachments, addenda, and exhibits that the parties' authorized representatives may mutually agree to in writing from time to time as being a part of this Agreement.

"Content" means the information, documents, software, products, and services contained or made available to Customer in the course of using the Platform.

"Customer's Data" means all electronic data or information submitted by Customer or Customer's Users to the Platform.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.

"OEM Products" means online, Web-accessible applications and offline software products ordered, if any, by Customer under an addendum executed by both parties added to Schedule A that are owned by third parties and are to be provided to Customer by PRONTO CONSULTING, LLC on a pass-through or OEM basis.

"Platform" means the online, Web-accessible applications and platform, OEM Products, and Content for probation tracking and monitoring of probationer compliance and status provided by PRONTO CONSULTING, LLC via the internet and/or other designated websites as described in the User Guide, that are ordered by Customer under Schedule A, including associated offline components but excluding Third-Party Applications.

"Schedule A" means the ordering document for purchases hereunder, including addenda thereto that are entered into between Customer and PRONTO CONSULTING, LLC from time to time. Schedule A, and each addenda thereto, shall be deemed incorporated herein by reference.