



Exhibit A

TERMS AND CONDITIONS – PROVIDER MODULE ONLY

1. Program License. As used throughout this Agreement, the term “Program” means the mPOWER online database system, limited to the provider database functionality and content. Unless a full license agreement is separately executed by the parties, Licensee may not use the mPOWER case management functionality, nor may Licensee use the mPOWER system to share or receive case management information with other Licensees. In exchange for the fees described on the face of this Agreement, Licensor grants to Licensee a license to use the Program with the following terms:
 - 1.1 Licensor hereby grants to Licensee a nonexclusive, nontransferable license to use the Program on the terms and conditions set forth herein. Licensee may permit one employee to access the Program for each user name and password that is issued and paid for as indicated on the face of this Agreement. Licensee may not permit employees to exchange or share passwords.
 - 1.2 Licensor will provide all equipment, software and services necessary for operation and maintenance of its host computer systems. Licensor reserves the right to change the configuration of its systems and change or delete equipment or software at any time; provided, however, that such changes will not have a material adverse effect upon end user functionality.
 - 1.3 Licensee is responsible for separately obtaining an ISP internet connection for communicating with Licensor's server.
 - 1.4 Licensor will provide information as requested regarding server capacity and network bandwidth, including reports Licensee may request showing saturation levels, number of hits, etc. Performance benchmarks, as changed from time to time, will be reasonable and appropriate.
 - 1.5 Licensor will maintain commercially reasonable data back-up and data security procedures and agrees to provide specific information about such procedures as reasonably requested by Licensee.
 - 1.6 Licensee is responsible for providing all equipment and software that may be required to access Licensor's server from time to time, specifically including a computer with reasonable speed and memory, a broadband Internet connection, and all necessary elements of Microsoft Remote Desktop software installed and functional.



- 1.7 The Program may be used by Licensee only for Licensee's internal business requirements in relation to goods and services provided to Clients, performing administrative functions pertaining thereto and for no other purpose.
- 1.8 Except as expressly permitted above, Licensee agrees not to sublicense, license, rent, sell, loan, give or otherwise distribute all or any part of the Program to any third party.
- 1.9 Licensee agrees not to reverse engineer, disassemble, decompile, modify, or alter the Program or any copy thereof, in whole or in part.
- .10 Licensor does not warrant that operation of the Program shall be uninterrupted or error free or that it shall meet Licensee's needs. Licensee is solely responsible for the accuracy and integrity of its own data, reports, documentation and security. Notwithstanding the foregoing, Licensor represents that the Program has, for the 12 month period prior to entering into this Agreement, maintained greater than 99.5% uptime and availability, except as specifically noted in Exhibit A-1. Further, Licensor agrees to use its best efforts to maintain at least 99.5% uptime and availability for the Program, excepting unavailability, suspension or termination caused by (i) factors outside Licensor's reasonable control (such as any force majeure event or Internet access or related problems outside the scope of Licensor's servers); (ii) regularly scheduled maintenance (which will be scheduled during evenings and weekends if possible, and of which Licensee will be given reasonable advance notice); and (iii) actions or inactions of Licensee or any third party.
- .11 Upon execution of this agreement, Licensee shall be required to maintain the integrity and confidentiality of user names and passwords, ensure that no unauthorized persons shall gain access to the Program, and guard against privacy breaches to this Agreement.

NO WARRANTY OR ASSURANCE, EXPRESS, IMPLIED, OR STATUTORY, IS GIVEN BY LICENSOR WITH RESPECT TO SOFTWARE, SERVICES OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION (AND LICENSOR SPECIFICALLY DISCLAIMS) ALL WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) FOR LOST PROFITS OR REVENUES, LOSS OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, REPORTS, DOCUMENTATION OR SECURITY, OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR FOR ANY CLAIM MADE AGAINST

LICENSEE BY ANY OTHER PARTY, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM.

IN NO EVENT SHALL LICENSOR'S LIABILITY UNDER ANY CLAIM MADE BY LICENSEE EXCEED THE TOTAL AMOUNT OF FEES THERETOFORE PAID BY LICENSEE TO LICENSOR RELATING TO THE AFFECTED SOFTWARE OR SERVICES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER THE FIRST TO OCCUR OF (i) THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR (ii) THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION.

Neither party shall be responsible for failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, natural disasters, world events, delay or disruption of shipment or delivery, trespass or interference of third parties, or similar events or circumstances outside its reasonable control.

2. Term and Termination. The initial term of this Agreement shall be one (1) year from the Effective Date. THEREAFTER, EITHER PARTY MAY TERMINATE THE AGREEMENT BY GIVING SIXTY DAY'S WRITTEN NOTICE TO THE OTHER PARTY. IF LICENSOR TERMINATES PURSUANT TO THIS PARAGRAPH, LICENSOR SHALL REFUND TO LICENSEE A PRO-RATED PORTION OF THE ANNUAL FEES ACTUALLY PAID FOR THE THEN-CURRENT YEAR.

3. Miscellaneous

3.1 This Agreement shall be subject to, construed under and enforced according to the laws of the State of Illinois, without regard to the conflict of laws principles thereof. Venue for all disputes shall be in Winnebago County, Illinois. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

3.2 Neither party may assign, sublet or otherwise transfer this Agreement or any rights or interests (including via license or other non-possessory transfer or permission) hereunder, whether in whole or in part, to any other party without the prior written consent of the other party, which shall not be unreasonably withheld. In the event of any permitted assignment or sublet or sub-license hereunder at any time during the Term, any such transfer or assignment shall be conditioned upon any such assignee or transferee shall agree in writing to be bound by the each and every term and condition hereof. However, Licensor may assign, convey or otherwise transfer all (but not part) of its rights and obligations under this Agreement, to any entity controlled by, controlling or under common control of Licensor, or any entity into which Licensor may be merged or consolidated or which purchases all or substantially all of the assets of Licensor relating to the business and assets of this Agreement. "Control" means to have the legal right (directly or through one or more entities) to elect or appoint at

least 50% of the voting members of a legal entity's governing body. Licensor shall be permitted to grant a third party a security interest in this Agreement for purposes of obtaining financing or securing performance of Licensor.

- 3.3 Notices: The parties may communicate in any manner they mutually deem appropriate and effective. Notwithstanding, it shall be presumed that any written notice, request or other communication was received upon the earlier of: (i) actual receipt; (ii) five (5) days after mailing if mailed postage prepaid by regular or airmail to the address set forth below; or (iii) five (5) days after such notice is sent by express mail service, such as UPS or Federal Express, to the address set forth below.

Notices to Licensor: Community Collaboration Inc.

Contact name: Steven H. Burchett

Address: 605 Fulton Avenue – Rockford, IL 61103

Email: steven.burchett@cciunites.org

Notices to Licensee shall be delivered to the individual signing the face of this Agreement at:

Twin Cities Christian Foundation – R3
701 4th Ave. South, Suite 750
Minneapolis, MN 55415

EXHIBIT A - 1
UPTIME EXCEPTIONS; KNOWN OUTAGES DURING PAST 12 MONTHS

NONE