

**Plan2Win Software Terms and Conditions**

Plan2Win Software applications are provided by the copyright holders and contributors “as is” and any express or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall the copyright owner or contributors be liable for any direct, indirect, incidental, special, exemplary, consequential or similar damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this application, even if advised of the possibility of such damage.

The customer agrees that neither party shall be liable to the other party for damages for any cause, whether such liability arises from any claim based upon contract, warranty, statute, tort (including but not limited to negligence and strict liability), or any other legal theory, related to or arising out of this agreement, in an amount that exceeds the total fees and charges paid to the provider by client.

In the event that the customer customizes Plan2Win Software apps on their own or with input of any sort from Plan2Win Software, the customer acknowledges that they use the customization of their own free will and accepts responsibility for any and all outcomes that result therefrom. This covers both customizations to Plan2Win Software’s app and the customization or modification in any way of the customer’s Salesforce.com environment. The customer agrees to indemnify and hold Plan2Win Software and its contractors harmless from any impact that the use of the customization may have.

Client agrees to pay for all licenses upfront and Breakthrough will activate the licenses purchased after receipt of payment. Licenses, once purchased, are not refundable or pro-rated based upon usage. Client has the option to renew the subscription upon the expiration of the annual subscription. There is no automatic renewal of licenses. Breakthrough has the right to change the price of the application at any time without notice and the new pricing will prevail for the renewal period. Client shall have access to standard upgrades to the software for no additional charge. Client can, at its own discretion, install the upgrade and bear the cost of its effort to install the upgraded application, if there is any and reimplement any customizations at their own cost if necessary.

Both parties agree to be bound by Plan2Win Software’s current Terms and Conditions as posted on [www.Plan2WinSoftware.com](http://www.Plan2WinSoftware.com) . Customer agrees that Plan2Win Software has the right to modify the Terms and Conditions upon its own discretion.

Plan2Win Software is a product line of Breakthrough, Inc., a California S-Corp.