

### SAAS SERVICES ORDER FORM

Customer: City of Valdez	Contact: Jeremy Talbott										
Address:	Phone: (907) 202-0016										
	E-Mail: jtalbott@valdezak.gov										
<b>Services:</b> Marina Management Software (the "Service(s)").											
<b>Services Fees:</b> \$16,937 per year	<b>Initial Service Term:</b> Three Years										
<p><b>Service Capacity:</b> The service fee covers the use of the software.</p> <p><b>Molo Online Payment:</b> Molo online payment allows customers to pay invoices from their smartphone, tablet, or computer. For reservations, customers can even sign their contract online and pay the predefined deposit amount.</p> <p>Molo Online payment fees apply only when a customer signs their contract online or pays an invoice using the Pay Online Now button in Molo emails.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th style="text-align: left;">Transaction Amount</th> <th style="text-align: left;">Percent Fee</th> </tr> <tr> <td>\$0 – 4,999</td> <td>1.99%</td> </tr> <tr> <td>\$5,000 – 9,999</td> <td>1.49%</td> </tr> <tr> <td>\$10,000 – 19,999</td> <td>0.99%</td> </tr> <tr> <td>\$20,000 or more</td> <td>0.49%</td> </tr> </table> <p><b>Implementation Services and Contract Initiation Fee:</b> Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.</p> <p><b>Implementation Services and Contract Initiation Fee:</b> \$41,100</p>		Transaction Amount	Percent Fee	\$0 – 4,999	1.99%	\$5,000 – 9,999	1.49%	\$10,000 – 19,999	0.99%	\$20,000 or more	0.49%
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### SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date") between [Molo, Inc.] with a place of business at 23-42 33rd Ave, Long Island City, NY 11106

("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**Molo, Inc.:**

**City of Valdez:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **TERMS AND CONDITIONS**

1.1 Molo, Inc. ("Molo" or "we") provides its Service (as defined below) to you through its web site located at <http://www.getmolo.com> (the "Site") and through its mobile applications and related services (collectively, such services, including any new features and applications, and the Site, the "Service(s)"), subject to this Terms of Service agreement ("TOS"). By accepting this TOS or by accessing or using the Service or Site, you acknowledge that you have read, understood, and agree to be bound by this TOS. If you are entering into this TOS on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this TOS, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with this TOS, you must not accept this TOS and may not use the Service.

1.2 Molo may change this TOS from time to time by providing thirty (30) days prior notice either by emailing the email address associated with your account or by posting a notice on the Site or via the Service. The revised terms and conditions will become effective thirty (30) days after we post or send you notice of such changes, and if you use the Service after that date, your use will constitute acceptance of the revised terms and conditions. If any change to this TOS is not acceptable to you, your only remedy is stop using the Services and cancel your account by (i) calling (855) 605-8100 and speaking to a customer service representative; (ii) sending a written notice of cancellation via email to [contact@getmolo.com](mailto:contact@getmolo.com); or (iii) sending a written notice of cancellation via certified mail to Molo, Inc., 23-42 33<sup>rd</sup> Avenue, #1, Long Island City, NY 1106.

1.3 As part of the registration process, you will select a subscription payment plan and Molo will provide you with an administrative user name and password for your account ("Account").

### **2 Description of Service.**

The Services are designed to provide marina management services and related technologies, and may include certain software (including the Software, as defined below), data, reports, text, images, sounds, video, and content made available through any of the foregoing (collectively referred to as the "Content"). Any new features added to or augmenting the Service are also subject to this TOS.

### **3 General Conditions / Access and Use of the Service.**

3.1 Subject to the terms and conditions of this TOS, you may access and use the Service only for lawful purposes. All rights, title and interest in and to the Service and its components will remain with and belong exclusively to Molo. You shall not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit, provide access to or make the Service available to any third party (including, but not limited to subcontractors, other marinas or third parties offering services competitive to Molo); (b) use the Service in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Service or its components, or (c) modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks. You shall comply with any codes of conduct, policies or other notices Molo provides you or publishes in connection with the Service, and you shall promptly notify Molo if you learn of a security breach related to the Service.

3.2 Any software that may be made available by Molo in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, Molo hereby grants you a non-transferable, non-sublicensable and non-exclusive right and license to use the object code of any Software solely in connection with the Service, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any Software. You agree not to access the Service by any means other than through

the interface that is provided by Molo for use in accessing the Service. Any rights not expressly granted herein are reserved and no license or right to use any trademark of Molo or any third party is granted to you in connection with the Service.

3.3 You are solely responsible for all data (including non-public data provided by you regarding your customers ("Customer Data")), information, feedback, suggestions, text, content and other materials that you upload, post, deliver, provide or otherwise transmit or store (hereafter "post(ing)") in connection with or relating to the Service ("Your Content"). For every email sent outside of your organization via the Services, you acknowledge and agree that Molo shall have the right to automatically add an identifying footer in accordance with our standard policies then in effect. You agree to cooperate with and provide reasonable assistance to Molo in promoting and advertising the Services, including, but not limited to permitting Molo to use your name and logo on Molo's website and marketing materials to identify your relationship with Molo.

3.4 You shall own all right title and interest in and to Your Content, provided, however, Molo shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Molo will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Molo offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.5 You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. Molo reserves the right to access your account in order to respond to your requests for technical support. By posting Your Content on or through the Service, you hereby do and shall grant Molo a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Your Content in connection with the Service. Molo has the right, but not the obligation, to monitor the Service, Content, or Your Content. You further agree that Molo may remove or disable any Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all.

3.6 You understand that the operation of the Service, including Your Content, may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to Molo's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. Molo will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction or loss of any of Your Content.

3.7 You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance and local telephone service (collectively, "Equipment"). You shall be responsible for ensuring that such Equipment is compatible with the Services (and, to the extent applicable, the Software) and complies with all configurations and specifications set forth in Molo's published policies then in effect. You shall also be responsible for maintaining the security of the Equipment, your Account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of your Account or the Equipment with or without your knowledge or consent.

3.8 The failure of Molo to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between you and Molo, even though it is electronic and is not physically signed by you and Molo, and it governs your use of the Service.

3.9 Molo reserves the right to use your name and/or company name as a reference for marketing or promotional purposes on Molo's website and in other communication with existing or potential Molo customers. To decline Molo this right you need to email [contact@getmolo.com](mailto:contact@getmolo.com) stating that you do not wish to be used as a reference.

3.10 Subject to the terms hereof, Molo may (but has no obligation to) provide technical support services, through email in accordance with our standard practice.

#### 4 Hardware Products.

4.1 Orders: Device products offered through our Site ("Products") are offered for lease for use in connection with the Services. Products are intended for Molo customers only, and are not authorized for resale. Molo may accept your offer to lease Products subject to these Terms of Service. At that time, Molo will capture payment on the payment instrument you provided and ship the applicable Products to you. Molo may obtain an additional authorization from your payment instrument to confirm necessary funds are available to purchase the Product you order. Molo reserves the right to cancel or refuse any order for any reason at any time prior to shipment, including after an order has been submitted, whether or not the order has been confirmed. We may attempt to contact you if all or a portion of your order is cancelled, or if additional information is needed to complete and accept your order.

4.2 Availability, Pricing, Taxes: Lease of Products are subject to availability. Prices are subject to change without notice at any time but changes will not affect any order you have already placed. To lease our Products, you may be required to provide Molo information regarding your credit card or other payment instrument. You represent and warrant to Molo that such information is true and that you are authorized to use the payment instrument. You hereby authorize Molo to bill your payment instrument in accordance with these Terms of Service. You shall be responsible for all taxes associated with your purchase other than U.S. taxes based on Molo's net income.

4.3 Shipping and Delivery: Prices do not include shipping costs. Our delivery charges are as quoted on the Services from time to time. The estimated arrival or delivery date is not a guaranteed delivery date for your order.

4.4 Returns: Upon cancellation or termination of your Account, you agree to return any Product to us, at your cost. You hereby acknowledge and agree that failure to return the Product within thirty (30) days of the effective date of cancellation or termination may result in a charge of late penalties and/or the cost of the Product and you hereby authorize Molo to charge your payment instrument, accordingly.

**5 Services Payment.** To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide Molo information regarding your credit card or other payment instrument provided by you. You represent and warrant to Molo that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Molo the amount that is specified in the payment plan in accordance with the terms of such plan and this TOS. You hereby authorize Molo to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let Molo know within sixty (60) days after the date that Molo invoices you. If you are requesting a refund for Services associated with a past billing cycle, such request must be made within fifteen (15) days of the end of the applicable billing cycle. Molo's prices shall be those reflected in the SAAS services order form for the duration of this agreement. Molo may choose to bill through an invoice, in which case, full payment for

invoices issued in any given month must be received by Molo thirty (30) days after the mailing date of the invoice, or the Services may be terminated. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. You shall be responsible for all taxes associated with Services other than U.S. taxes based on Molo's net income. The provisions in this section for Service Payment and payments pursuant to the Service Fees is subject to appropriation by the Valdez City Council.

**6 Trial Periods.** If the Services are being offered to you on a trial basis (the "Trial Services"), such Trial Services are offered for evaluation purposes, as-is, without warranty of any kind and no indemnification or other obligations on behalf of Molo shall apply. Either party may terminate this Agreement in connection with the Trial Services at any time upon written notice to the other party, prior to expiration of the Trial Services term (as designated at sign-up).

**7 Apple-Enabled Software Applications.** Molo offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

7.1 Molo and you acknowledge that these Terms of Service are concluded between Molo and you only, and not with Apple, and that as between Molo and Apple, Molo, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.

7.2 You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.

7.3 Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.

7.4 Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.

7.5 Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Molo's sole responsibility, to the extent it cannot be disclaimed under applicable law.

7.6 Molo and you acknowledge that Molo, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

7.7 In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Molo and Apple, Molo, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

7.8 You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the

U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

7.9 If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Molo at one of the contact methods below:

Via Phone: (855) 605-8100

Via Email: [contact@getmolo.com](mailto:contact@getmolo.com)

Via Mail:

Molo, Inc.

23-42 33<sup>rd</sup> Ave # 1

Long Island City, NY 11106

7.10 Molo and you acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

**8 Representations and Warranties.** You represent and warrant to Molo that (i) you have full power and authority to enter into this TOS; (ii) you own all Your Content or have obtained all permissions, releases, rights or licenses required to engage in your posting and other activities (and allow Molo to perform its obligations) in connection with the Services without obtaining any further releases or consents; (iii) Your Content and other activities in connection with the Service, and Molo’s exercise of all rights and license granted by you herein, do not and will not violate, infringe, or misappropriate any third party’s copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does Your Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; and (iv) you are eighteen (18) years of age or older.

**9 Termination.** You have the right to terminate your account at any time by sending a cancellation request, as set forth in Section 1.2, above. . All cancellation requests will be processed within thirty (30) days of receipt. Subject to earlier termination as provided below, Molo may terminate your Account and this TOS at any time by providing thirty (30) days prior notice to the administrative email address associated with your Account. In addition to any other remedies we may have, Molo may also terminate this TOS upon thirty (30) days’ notice (or ten (10) days in the case of nonpayment), if you breach any of the terms or conditions of this TOS. Molo reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof). Upon any termination, Molo will make Your Content available to you for electronic retrieval for a period of thirty (30) days, but thereafter Molo may, but is not obligated to, delete any of Your Content we may have. If you cancel your account for any reason, or if Molo terminates your account without cause and you have signed up for a fee-bearing service, Molo will refund the pro-rated, unearned portion of any amount that you have prepaid to Molo for such Service. In the event you elect Molo’s yearly pricing option, Molo will refund the pro-rated, unearned portion of any amount that you have prepaid to Molo for such Service in quarterly segments, provided no amounts within that quarter have been used. For clarity, if you cancel your account during month four, you will only receive a prorated refund for months 7-12 because you have used the first quarter and part of the second quarter’s worth of Services. Setup and contract initiation fee is non-refundable. However, all accrued rights to payment and the terms of Section 4-13 shall survive termination of this TOS.

**10 DISCLAIMER OF WARRANTIES.** The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Molo or by third-party providers, or because of other causes beyond our reasonable control, but Molo shall use reasonable efforts

to provide advance notice in writing or by email of any scheduled service disruption. HOWEVER, THE SERVICE, INCLUDING THE SITE AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND MOLO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT MOLO DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM MOLO OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

## 11 LIMITATION OF LIABILITY.

11.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL MOLO BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE FEES ACTUALLY PAID BY YOU IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR, IF NO FEES APPLY, ONE HUNDRED (\$100) U.S. DOLLARS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS.

11.2 Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE STATES, MOLO’S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**12 Indemnification.** You shall defend, indemnify, and hold harmless Molo from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this TOS, any of Your Content, or your other access, contribution to, use or misuse of the Service. Molo shall provide notice to you of any such claim, suit or demand. Molo reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Molo’s defense of such matter.

**13 U.S. Government Matters.** You may not remove or export from the United States or allow the export or re-export of the Services or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the software and documentation installed by Molo on your Equipment (if applicable) are “commercial items” and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this TOS and will be prohibited except to the extent expressly permitted by the terms of this TOS.

**14 Assignment.** You may not assign this TOS without the prior written consent of Molo, but Molo may assign or transfer this TOS, in whole or in part, without restriction.

**15 Miscellaneous.** If any provision of this TOS is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this TOS will otherwise remain in full force and effect and enforceable. Both parties agree that this TOS and any paid subscription terms selected by you is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this TOS, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this TOS and you do not have any authority of any kind to bind Molo in any respect whatsoever. In any action or proceeding to enforce rights under this TOS, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this TOS will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

**16 Governing Law.** This TOS shall be governed by the laws of the State of California without regard to the principles of conflicts of law. Unless otherwise elected by Molo in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of California for the purpose of resolving any dispute relating to your access to or use of the Service.

**17 Privacy.** Please visit <http://www.getmolo.com/legal/index.html> to understand how Molo collects and uses personal information.

## **EXHIBIT A**

### **Statement of Work**

1. Molo will configure the software with slip dimensions, rates, contracts, fees, and other data provided by the Company. Additional adjustments and changes will be performed by the company.
2. Molo will provision user accounts for any company employees who need access to the system.
3. Molo will provide up to 4 hours initial live online training for marina staff with additional 8 hours of live online training as necessary.
4. If onsite training is required by the Company, Molo will provide a separate quote for that service.