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Procure Cloud Agreement

This Agreement has been prepared for:
Family Care

Billing Summary

Payment Type:

Annual Invoice

Your Invoice will be sent to your Billing Email Address

Amount:

There are no billing details on record!

Point of Contact

Name:

Email:

Phone:

Authorized Company Representative

Name (First Last):

Title:

Date of Birth:

By checking this box I acknowledge that I have downloaded and read: [Procure Cloud Agreement Terms and Conditions \(Oct 2017\)](#) and accept fully the terms and conditions contained therein. I also acknowledge that all the information provided on the Procure Data Hosting Agreement was entered accurately and truthfully.

[Terms of Use / Privacy Policy](#)
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*This must be done
online by going
to Procure online.
↳ www.procureonline.com
/store/services.aspx*



PROCARE CLOUD AGREEMENT Terms & Conditions

PROCARE SOFTWARE
Procure Cloud Services
1 West Main, Ste. 201
Medford, OR 97501
800-338-3884

The following Terms and Conditions govern Procure Software LLC's ("Procure") provision of Procure Cloud Services and the use of Procure's Cloud Services Network by the customer executing these Terms and Conditions below ("Customer"). These Terms and Conditions hereby incorporate by this reference the Procure Acceptable Usage Policy ("AUP"), as set forth on Procure's website, and Customer's invoice. These Terms and Conditions, the AUP, and Customer's invoice are collectively referred to herein as the "Agreement." Customer's use of Procure's Cloud Services and Procure's Cloud Service Network (collectively, the "Service" or "Services") is subject to these Terms and Conditions, the AUP, and Customer's invoices, which are collectively referred to herein as the "Agreement." The Agreement shall be effective as of the date the executed copy of these Terms and Conditions is received by Procure.

Capitalized terms used herein without being defined herein shall have the meaning ascribed to such capitalized term in the AUP, as applicable. Procure hereby reserves the right to amend, alter, modify, replace or suspend, from time to time in its sole discretion, any or all portions of the AUP. The current AUP may be reviewed by Customer on Procure's website. Customer hereby represents and warrants that it has read, understood, and accepts the terms of the AUP.

By signing below, Customer hereby agrees to this Agreement.

- Service Commitments.** Procure agrees to provide the Services in accordance with this Agreement beginning on the Effective Date. Procure may perform additional technical, supplemental, or professional services (other than the Services) for Customer at either Procure's published pricing rates or at rates mutually agreed to in writing between Customer and Procure.
- Term and Renewal.** The Initial Term ("Initial Term") of this Agreement shall be one (1) year, commencing on the Effective Date and shall automatically renew on the yearly anniversary of the Effective Date for successive month-to-month periods unless cancelled or terminated earlier pursuant to the terms of this Agreement (in each case, a "Renewal Period"). Procure may cancel or elect not to renew the Services for any reason or no reason at all by delivering to Customer a written notice of non-renewal at least five (5) days prior to the expiration of the Initial Term or the then-current Renewal Period, as applicable.
- Rates and Fees.** Procure reserves the right to adjust rates and/or fees for the Services with thirty (30) days' notice.
- Customer Cancellation or Non-Renewal.** In order to cancel or elect not to renew any Service, Customer must either (i) submit an online service cancellation request (a "Cancellation Notice") by completing the cancellation form provided by Procure at least fifteen (15) days prior to expiration of the Initial Term or the then-current Renewal Term or (ii) submit to Procure billing department a written notice specifying Customer's election to cancel or not renew the Services at least fifteen (15) days prior to expiration of the Initial Term or the then-current Renewal Term. Customer acknowledges and agrees that all Services shall continue to renew and Customer will continue to be billed for all Services unless Customer cancels the Services as provided in this Section.
- Termination.** Procure may immediately terminate this Agreement at any time, and without liability, ("Procure Termination") in the event of: (i) Customer's failure to pay any overdue amount or (ii) Customer's material breach or violation of any provision of this Agreement, including any provision of the AUP, (other than such violations set forth in clauses (iii) and (iv) below) that is not cured within ten (10) days of Customer's receipt of written notice from Procure referencing such breach or violation; (iii) Customer ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days, or making an assignment for the benefit of its creditors; (iv) Procure determines in its sole discretion that Customer continues to host content that may subject Procure to legal liability (in which case, Procure may terminate or modify the Services to avoid such liability).

Customer may terminate this Agreement with respect to all, and not less than all, of the Services without liability (except for Charges, as defined in Section 6 below) due as set forth herein) upon the occurrence of a material breach by Procure of its obligations to provide the Services according to the terms of this Agreement that is not cured within ten (10) business days after written notice from Customer describing such breach in detail is received by Procure ("Customer Termination"). In the event of a Customer Termination, Customer shall pay all outstanding amounts payable through the effective date of such termination. If Customer terminates this Agreement for any reason other than a Customer Termination, Customer shall pay Procure all Charges (as defined in Section 6 below) owing for the Services (i) in the case of any Service subscribed to on a month-to-month basis, through the end of the month in which the Services are terminated and (ii) in the case of any Service subscribed to for other than on a month-to-month basis, through the remainder of the Initial Term or the then-current Renewal Term as applicable. Customer acknowledges that it will not be entitled to any refund or credit in the event that any Service that is provided on the basis of a one-year term is terminated prior to the expiration of the one-year term. Customer hereby waives all rights to any such refund or credit.

Upon termination of this Agreement, Procure and Customer shall have no obligations to each other, except as provided for in this

Agreement. Upon termination of this Agreement, Customer may request that Procure make available all Customer Data (as defined in Section 24 below). In the event Procure receives such a request from Customer, Procure will provide Customer with such records by CD or DVD media within fourteen (14) days from receiving such request. If Customer requests that such records are needed sooner, Customer may request expedited arrangements, and Customer shall incur any costs associated with such request for expedited arrangements. Notwithstanding the foregoing, Customer Data shall only be made available to Customer provided that Customer has paid all amounts due and payable to Procure under this Agreement. Customer Data will be permanently deleted by Procure ninety (90) days following termination or expiration of this Agreement and will no longer be available. Sections 4, 5, 6, 8 and 9 shall survive the expiration, cancellation and termination of this Agreement for any reason.

6. **Payment.** Customer agrees to pay all charges, fees, penalties, early cancellation charges, and other amounts due under this Agreement (collectively "Charges") in US dollars. Except as otherwise provided for herein, all Charges for the Services, and for any additional services described in Customer's invoice or orders, shall be due and payable on the second (2nd) business day of each month for that month's deliverable services. Payments shall be made via: (i) recurring monthly charge to Customer's designated credit card, or (ii) prepayment for the entire year. Customer shall also pay to Procure all expenses incurred by Procure in exercising any of its rights under this Agreement or applicable law with respect to the collection of a payment default, including attorney's fees and court costs. If Customer fails to pay any past due amount within seven (7) days after payment is due and payable, Procure may suspend all or part of Customer's access to and use of the Services. If such past due amounts remain unpaid for an additional ten (10) days thereafter, Procure will terminate this Agreement and all Customer's access to and use of the Services, consistent with Section 5, above. After such termination, Customer may contact Procure to reinstate its access to and use of the Services, for a reinstatement fee.

Customer shall be deemed to have accepted as conclusively accurate any Charges that it has not disputed in writing and delivered to Procure within thirty (30) days of the Charge date. Customer may withhold the disputed portions of payments that are properly and timely disputed hereunder as long as it timely pays all undisputed charges that are outstanding. The parties shall work together in good faith to resolve any such disputed charge(s). In the event that this Agreement is terminated by Procure for any reason constituting "Procure Termination" (as defined above) or by Customer for any reason other than "Customer Termination" (as defined above), all Charges under the Agreement, including all remaining monthly or yearly fees due for the remaining portion of the Initial Term and each applicable Renewal Period shall accelerate and be immediately due and payable. Set-up fees, monthly service fees and usage fees are non-refundable. Customer shall not be entitled to any refunds or credits, pro-rated or otherwise, in the event of early termination of this Agreement by Procure according to the terms herein.

7. **Data Security.** Procure, at all times, employs industry appropriate safeguards and technologies, including cryptographic protocols, to protect the security of Customer Data (as defined in Section 24 below) and prevent unauthorized access, disablement, erasure or other disruption of any Procure system, data, software or hardware. Such measures will include, without limitation, measures to prevent security breaches to Procure's systems, including remedial measures such as use of encryption and firewalls to ensure ongoing functionality and security. Such measures will not be diminished during the term of the Agreement.
8. **Indemnification.** Customer agrees to indemnify and hold harmless Procure, its subsidiaries, their affiliates and each of their respective directors, officers, employees, shareholders and agents (each an "Indemnified Party") against any losses, claims, damages, liabilities, penalties, actions, proceedings, judgments, or any and all costs thereof (collectively, "Losses") to which an Indemnified Party may become subject and which losses arise out of, or relate to the Agreement, Customer's use of the Services, breach of any confidentiality obligation, or any alleged infringement of any trademark, copyright, patent or other intellectual property right and will reimburse an Indemnified Party for all legal and other expenses, including reasonable attorney's fees incurred by such Indemnified Party, in connection with investigating, defending, or settling any Loss, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.
9. **Disclaimers; Limitation on Company Liability.** Procure shall not be liable for (i) any indirect, incidental, special or consequential damages, or for any loss of profits or loss of revenue resulting from the use of the Services by Customer or any third parties or any failure of the Services or (ii) any loss of data or corruption of data, including loss of data resulting from delays, non-deliveries, miss-deliveries, service interruptions, failure of Procure's network, reclamation of servers, failure of servers, the reloading of an operating system or other software on a server. In no event shall Procure's aggregate liability for any claim under this Agreement will not exceed the aggregate amount paid by Customer to Procure in the billing cycle immediately preceding such claim. PROCARE PROVIDES ALL SERVICES "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PROCARE SERVICES ARE EXPRESSLY NOT INTENDED TO BE AND ARE EXPRESSLY NOT WARRANTED TO BE COMPLIANT WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (KNOWN AS "HIPAA") OR THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA"). Customer shall be solely responsible for the selection, use and suitability of the Services and Procure shall have no liability therefore. No claim may be asserted by Customer against Procure more than two (2) years following the date of the event that underlies any such claim. Customer acknowledges and agrees that the receipt of a service credit as provided for in this Agreement constitutes Customer's sole and exclusive remedy, and Procure's sole and exclusive liability, for any failure of the Services, including but not limited to the Procure network, Procure hardware, Procure infrastructure, or the failure by Procure to provide Customer with the Services or managed hosting services purchased by Customer in accordance with this Agreement which results from a qualified network downtime event or any other qualified downtime event.

10. **Procare Cloud Availability Assurance.** Procare assures Customer that it will provide 99.9% uptime availability of the Services as covered herein. In the event that Procare fails to provide Customer with the Services contracted by Customer in accordance with this Agreement and such failure results in the complete unavailability of the Services with greater than three percent (3%) downtime, (a "Qualified Downtime Event"), Procare will issue Customer a Service Credit calculated as follows.

A Qualified Downtime Event shall start upon Customer's submission of notice specifying that a Qualified Downtime Event has occurred and the details associated with such Qualified Downtime Event. All such notices are subject to confirmation by Procare prior to qualifying for any Service Credit. Upon the passage of fifteen (15) continuous minutes of a Qualified Downtime Event, the Service Credit shall equal five percent (5%) of the monthly fees payable to the Customer in respect of such Services for the month in which such Qualified Downtime Event first occurred and thereafter during the pendency of such unavailability. The Service Credit shall increase by an additional five percent (5%) for each continuous thirty (30) minutes of a Qualified Downtime Event up to a maximum of one hundred percent (100%) of monthly fees payable by Customer for the month in which such Qualified Downtime Event first occurred.

All Service Credits are calculated by Procare on a "per-event-basis" and in no event will downtime or unavailability be cumulated during any monthly period for purposes of determining a Customer's right to any Service Credit. The following events do not constitute a Qualified Downtime Event or qualify for any Service Credit under this Agreement: (i) Scheduled Maintenance or (ii) Customer generated outages or (iii) third party outages that Procare has no control over (i.e. communications outages).

11. **Scheduled Maintenance.** Customer hereby acknowledges that Procare may, from time to time, perform maintenance service on the Procare Network, with or without notice to Customer, which may result in the unavailability of Procare Network. Downtime or unavailability resulting from Scheduled Maintenance shall not constitute a Qualified Downtime Event or qualify for any Service Credit. Emergency maintenance and maintenance for which Procare has not given Customer notice in accordance with this Agreement shall not be deemed Scheduled Maintenance for purposes of this Agreement. Procare will make every effort to notify Customers prior to Scheduled Maintenance. Notice may be given in various forms including but not limited to email notice and "in program" notice (delivered through Customer's Procare Management Software).
12. **Service Credits.** Service Credits do not constitute a refund in respect of any Service and may not be carried forward to future months, paid for or exchanged for cash or other monetary consideration or value. Service Credits are not available (i) in respect of any outage or event associated with Scheduled Maintenance or arising from any denial of service attack, virus, hacking attempts or any other circumstances or events that are not within the control of Procare, including any Force Majeure Event, (ii) to any Customer that is more than thirty (30) days past due on any amount owing to Procare or any Customer that has breached the Agreement or (iii) in respect of any Services contracted for with Procare that expressly exclude technical support or such Service Credits. Valid approved Service Credits will appear as a credit for Services and will be applied against the amounts owing in respect of such Services on the next billable term following the month in which occurred the Qualified Network Downtime Event giving rise to such Service Credit. In order for a Customer to qualify for a Service Credit, the Customer must (i) have purchased and paid for Services, (ii) submit a request for a Service Credit, as applicable, in writing within three (3) days from the date of event giving rise to the requested Service Credit and in accordance with the terms of this Agreement. Failure to request a Service Credit in accordance with the terms of this Agreement will result in an automatic waiver of any rights to such Service Credit under this Agreement in respect of the event giving rise to such Service Credit. In the event that any outage or related series of outages giving rise to any Service Credit hereunder spans more than one calendar month, the maximum total service credit to which Customer shall be entitled for such outage or related series of outages shall not exceed one hundred percent (100%) of Customer's monthly fee for the Services during the first month in which such outage or related series of outages first occurred and Customer shall not be entitled to any other Service Credits in respect of such outage or related series of outages for the other months during the pendency of such outage or related series of outages. Notwithstanding anything in the agreement to the contrary, the maximum total service credits to which customer may be entitled under this Agreement during any calendar month together with all other service credits, refunds, and other service level agreements customer may have with Procare, shall not exceed one hundred percent (100%) of customer's monthly fee for the Services affected during such month.
13. **Notices.** Unless otherwise specified herein, all notices, requests and other communications hereunder shall be sufficiently given if in writing and delivered by email, facsimile transmission, recognized overnight courier, USPS postal, registered or certified mail to the address or facsimile number of Customer listed in Procare's records or if to Procare then to the address set forth below. Such notices or other communications shall be deemed to have been given on the date that return confirmation is received.

Procure Software - Procure Cloud Services
Phone: 800-338-3884 Fax: 541-858-7008
1 West Main, Ste. 201, Medford, OR 97501
cloud@procaresoftware.com

14. **Waiver.** It is agreed that no waiver by any party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.
15. **Severability.** If one or more of the provisions contained in this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected.
16. **Force Majeure.** Neither party shall lose any rights hereunder or be liable to the other party for damages or losses on account of failure of performance by the defaulting party if the failure is due by any occurrence or contingency beyond its reasonable control, including war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions,

failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the nonperforming party; provided that such party shall use commercially reasonable efforts to promptly mitigate any damages or losses.

17. **Procare Software's Cloud Services Use of Customer's Name.** Customer agrees that Procure may, upon written consent by Customer, publicly disclose that Procure is providing services to Customer and may include Customer's name in any promotional materials, such as press releases or Procure web site. Neither party may publicly use the other party's logo or other trade or service mark without that party's written consent.
18. **Ownership.** Procure shall be the sole owner of all intellectual property, and all derivatives thereof, that Procure may develop in the course of providing the Services. Each party to this Agreement retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property.
19. **Hosted Data Ownership.** Customer shall have sole ownership of Customer Data and Procure shall make no claim to ownership of Customer Data.
20. **Hosted Data Back Up.** Procure will back up Customer Data on a daily basis. All data back ups will be generated at approximately 11:00 PM Pacific Time, and will be retained for a period of 7 calendar days. Every effort is made to ensure the reliability of the backed up data in the event that it would be necessary to restore a database. Procure, however, makes no guaranties that the backed up database will be error free. Upon request, Procure will provide to the Customer a current database backup that can be restored to an alternate location to verify the contents and confirm the quality of the backup.
21. **Customer Equipment maintenance and troubleshooting.** In the event that troubleshooting local to the Customer is required, Customer will provide qualified technicians capable of independently assessing and resolving issues relating to Customer's computer infrastructure including computers, Local Area Network components and operation, and all conditions relating to connections to and thru Customer's Internet Service Provider. Such service shall be provided solely by Customer in recognition of Customer's requirement to maintain and operate their equipment installation.
22. **Third-Party Beneficiaries.** There shall be no third party beneficiaries to the Agreement, including customers, employees, agents, or insurers.
23. **Assignment.** This Agreement shall not be assignable by Customer without Procure's prior written consent. Procure may assign the Agreement in whole or in part upon written notice to Customer. This Agreement shall be binding upon and accrue to the benefit of any permitted assignee, and any such assignee shall agree to perform the obligations of the assignor.
24. **Confidentiality.** Information, data, or other content, in any form or medium, that is collected, uploaded or otherwise received by Procure, directly or indirectly from Customer by or through the Service or in connection with Customer's use of the Service is referred to herein as "Customer Data." Procure's use and disclosure of Customer Data are subject to the following terms and conditions. With respect to Customer Data, Procure agrees that:
 - Procure shall treat as strictly confidential, and use all reasonable efforts, including those described in Section 7, above, to preserve the secrecy and confidentiality of Customer Data.
 - Procure shall make no disclosures whatsoever of any Customer Data except as is required by law, regulation or court order.
 - In the event of termination of this Agreement, Customer Data shall be returned or destroyed as set forth in Section 5, provided Procure is not required to retain said Customer Data by law or court order.
 - Procure shall provide full voluntary disclosure to Customer of any and all unauthorized disclosures and/or unauthorized uses of any Customer Data.
25. **Legal Investigations.** Procure will comply with any court orders including: discovery orders, subpoenas, freeze orders, search warrants, information requests, wire taps, electronic intercepts and surveillance, preservation requests, and any other order from a court, government entity or regulatory agency (each an "Investigation"). Procure may charge Customer or any person seeking compliance with an Investigation for the reasonable costs and expenses associated with Procure's compliance with any Investigation. Procure reserves the right to comply with any Investigation without notice to Customer. Procure shall not be deemed in breach of this Agreement for Procure's compliance with any Investigation that may cause Customer to incur downtime or requires the sequestering of all or a portion of Customer Data. Customer shall not be entitled to a refund or any Service Credit as a result of any such downtime.
26. **Governing Law, Jurisdiction, Venue.** This Agreement and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of the state of Oregon. Unless Customer is part of a government entity that requires the venue to be in their jurisdiction; Customer hereby irrevocably submits to the exclusive jurisdiction and venue of the courts of the state of Oregon located in Jackson County or if permitted by law, the U.S. District Court for the District of Oregon, for the purposes of any suit, action or other proceeding arising out of this Agreement or the subject matter hereof or any of the transactions contemplated hereby brought by Customer or Procure or their respective successors or assigns. Customer hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. A final judgment obtained in respect of any action, suit or proceeding referred to in this Section shall be conclusive and may be enforced in other jurisdictions by suit or judgment or in any manner as provided by applicable law.

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Procare Cloud® Pricing

Access Your Secure Data from the Cloud

Starting at \$32 / month*

Secure Data Access	✓
Login Mobility	✓
Automated Nightly Backup	✓
Web Apps	✓
Access to MyProcare (https://www.procaresoftware.com/products-and-services/services/myprocare/) Parent Portal	✓
Annual Software Updates (\$125 value)	FREE
One-Time Account Setup Fee	\$45.00
Monthly Data hosting Fee Includes 2 Seats	\$32.00 / month
Procare Cloud Monthly Additional Seat Fee	<i>6x</i> \$8.00 / month

*The monthly data hosting fee of \$32 covers 2 seats (standard Family Data module). Additional seats are easily added.

A seat represents an active connection to Procare, which is any time a user is logged into the Procare system. The [Family Data \(https://www.procaresoftware.com/products-and-services/software-overview/family-child-data/\)](https://www.procaresoftware.com/products-and-services/software-overview/family-child-data/) program provides two seat connections and [Attendance Tracker \(https://www.procaresoftware.com/products-and-services/software-overview/time-attendance-tracking/\)](https://www.procaresoftware.com/products-and-services/software-overview/time-attendance-tracking/) provides one seat connection. All check in stations are considered an active connection. Extra seats (if needed) are available for a one time purchase fee of \$195.

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Pricing, terms and conditions are subject to change without notice.

Lee Prater

From: Douglas M. Holt <dmholt@procaresoftware.com>
Sent: Friday, August 10, 2018 5:00 PM
To: Lee Prater
Subject: Procure Cloud

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Hi Lee!

In the past year, we have seen a large amount of Procure Users **make the move to Cloud**. I wouldn't call it a "change" because it is the same software you use today, just better! There are many reasons to move to the Procure Cloud, which reason(s) will be yours?

1. **No Long Term Contract** (you can cancel anytime if it's not for you)
2. **Never purchase an Annual Update again!** – Unlimited Tech Support and Software Updates
3. **Work from Home** (if ever needed... we like our weekends too) *(work from sites with cell phones)*
4. Top notch Security and Protection for your Data through our Automated Backups
5. Apps for your phone (or any mobile device) – Emergency Contact info at your Fingertips
6. **MyProcure – Creates Family Accounts and imports Family Data upon enrollment. Saving you time!** MyProcure also offers a parent portal that provides account visibility and overall a better connection with your center
7. Future of Procure – Since the arrival of Cloud, Procure has been working diligently to keep up with this new technological era. Including our ongoing development of Daily Sheets. If you would like a communication tool that communicates with Procure and updates your families, you will need the Procure Cloud to have that integration

I would love the opportunity to start you with a **Free Promotion of Cloud Service** until November! \$88/month after Promo for Parks and Rec (1 license w/ 8 seats). \$32/month for the other license.

I look forward to hearing from you.

Sincerely,



Douglas M. Holt

TUITION EXPRESS CUSTOMER SUPPORT MANAGER

800-338-3884 x2431

procaresoftware.com



** We would ask for invoice and then pay for a period of time covered on invoice.*