

WEB APPLICATION SERVICES AND HOSTING AGREEMENT

This Web Application Services and Hosting Agreement ("**Agreement**") is entered into and effective as of 9/1/2016 ("**Effective Date**") by and between **RagnaSoft Incorporated**, a Pennsylvania corporation, having its principal place of business at 917 Columbia Avenue STE 433 Lancaster PA 17603("RagnaSoft") and the company identified as Customer in Schedule A of this Agreement ("**Customer**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. Definitions.

"**Commencement of Service**" means the date when RAGNASOFT has provided to Customer both access to the Service and associated administrative training.

"**Customer Data**" means all electronic data or information submitted by Customer to the Service.

"**Service**" means the online, Web-based automated scheduling and human resource management service, including associated offline components, provided by RAGNASOFT.

"**User Guide**" means the online documentation for the Service, accessible therein, as updated from time to time.

"**Users**" means Customer's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by RAGNASOFT at Customer's request).

### 2. Service.

**2.1 Provision of Service.** RAGNASOFT shall make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement and any and all Schedules executed hereunder from time to time. During the term of this Agreement, (i) the Service shall perform materially in accordance with the User Guide, and (ii) the functionality of the Service will not be materially decreased from that available as of the Effective Date.

**2.2 Additional Users.** User subscriptions are for named Users and cannot be shared or used by more than one User. Customer may add or remove Users at any time. Unless otherwise specified in Schedule C, (i) additional User subscriptions may be added in increments of 1 unit; and (ii) pricing for the additional User subscriptions shall be the same as that for the pre-existing subscriptions. Schedule C defines a soft limit to the number of Users that can be added or removed from the system without additional cost.

### 3. Use of the Service.

**3.1 RAGNASOFT Responsibilities.** RAGNASOFT shall: (i) in addition to its confidentiality obligations under Section 6, not use, edit or disclose to any party other than Customer the Customer Data; (ii) maintain the security and integrity of the Service and the Customer Data; (iii) provide up to two (2) hours per month of telephone and unlimited online standard support to Customer; (iv) provide up to ten Gigabytes (10 GB) of storage space for Customer's use of the Service; and (v) use commercially reasonable efforts to make the Service generally available 99.5% of the calendar month twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned downtime (of which RAGNASOFT shall give at least 48 hours notice and which RAGNASOFT shall schedule to the extent reasonably practicable during the weekend hours from 9:00 p.m. ET Friday to 6:00 a.m. ET Monday); or (b) downtime caused by circumstances beyond RAGNASOFT's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems not involving RAGNASOFT employees, computer or telecommunications failures or delays involving hardware or software not within RAGNASOFT's possession or reasonable control, and network intrusions or denial of service attacks, but only to the extent unavailability results notwithstanding the exercise by RAGNASOFT of reasonable care and due diligence to avoid or mitigate the same in anticipation of or in response to such causes.

**3.2 Customer Responsibilities.** Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify RAGNASOFT promptly of any such unauthorized use; and (iii) comply with all applicable local, state, federal, and foreign laws in using the Service.

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**3.3 Use Guidelines.** Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iv) knowingly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

**3.4 Third-Party Providers.** Certain third-party providers, some of which may be listed on pages within RAGNASOFT's website, offer products and services related to the Service, including implementation, customization and other consulting services related to customers' use of the Service and applications (both offline and online) that work in conjunction with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through use of the Service's application programming interface. RAGNASOFT does not warrant any such third-party providers or any of their products or services, whether or not such products or services are designated by RAGNASOFT as "certified," "validated" or otherwise. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any product or service offered by such third-party provider, is solely between Customer and such third-party provider.

**Privacy Statement.** RAGNASOFT's privacy statement, available at <http://www.planitpolice.com/privacy.aspx> is incorporated herein by this reference.

**3.5 Press Releases.** RAGNASOFT may not issue press releases relating to this Agreement except with Customer's prior written consent.

**4. Fees & Payment.**

**4.1 User Fees.** Customer acknowledges and understands that they alone control the number of Users with access to the Service. Customer acknowledges and agrees to pay the yearly license fees as defined in Schedule C hereunder based on the highest number of Users registered on the system in the prior month, or the Monthly Minimum Fee, whichever is greater. Fees for Users added in the middle of a contract period may be prorated based upon the closest month. No fees will be charged when User quantity is within the soft limit defined in Schedule C. Except as otherwise provided, all fees are quoted in United States dollars.

**4.2 Invoicing & Payment.** Customer agrees to pay RagnaSoft 100% of the Total Upfront Fees as detailed in Schedule C upon execution of this Agreement. Customer will be invoiced yearly in advance for the use of the Service based upon the number of Users. Invoicing will begin fourteen (14) days after Commencement of Service, unless otherwise stated in Schedule C and fees are due upon receipt of invoice. All payments made under this Agreement shall be in United States dollars.

**4.3 Overdue Payments.** Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at RAGNASOFT's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

**4.4 Suspension of Service.** If Customer's account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, RAGNASOFT reserves the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full.

**4.5 Taxes.** Unless otherwise stated, RAGNASOFT's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on RAGNASOFT's income. If RAGNASOFT has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides RAGNASOFT with a valid tax exemption certificate authorized by the appropriate taxing authority.

**4.6 Billing and Contact Information.** Customer shall maintain complete and accurate billing and contact information on the Service at all times.

WEB APPLICATION SERVICES AND HOSTING AGREEMENT**5. Proprietary Rights.**

**5.1 Reservation of Rights.** Customer acknowledges that in providing the Service, RAGNASOFT utilizes (i) the PlanIt name, the PlanIt logo, the PlanIt domain name, the product and service names associated with the Service, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "**RAGNASOFT Technology**") and that the RAGNASOFT Technology is covered by intellectual property rights owned or licensed by RAGNASOFT (collectively, "**RAGNASOFT IP Rights**"). Other than as expressly set forth in this Agreement, no license or other rights in or to the RAGNASOFT Technology or RAGNASOFT IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.

**5.2 License Grant.** RAGNASOFT grants Customer and its Users a non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right to access and use the Service in accordance with the terms of this Agreement.

**5.3 Restrictions.** Customer shall not (i) modify, copy or create derivative works based on the Service or RAGNASOFT Technology; (ii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customers' own intranets or otherwise for its own internal business purposes; or (iii) disassemble, reverse engineer, or decompile the Service or RAGNASOFT Technology, or access it in order to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service, or (C) copy any ideas, features, functions or graphics of the Service.

**5.4 Customer Data.** As between RAGNASOFT and Customer, all Customer Data is owned exclusively by Customer. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. RAGNASOFT may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems or at Customer's request.

**5.5 Suggestions.** RAGNASOFT shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the operation of the Service.

**6. Confidentiality.**

**6.1 Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Schedules hereunder), the Customer Data, the Service, the RAGNASOFT Technology, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

**6.2 Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

**6.3 Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

**6.4 Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

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**6.5 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

**7. Warranties & Disclaimers.**

**7.1 Warranties.** Each party represents and warrants that it has the legal power to enter into this Agreement. RAGNASOFT represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) it owns or otherwise has sufficient rights to the Service and the RAGNASOFT Technology to grant the rights and licenses granted herein; and (iii) the Service and RAGNASOFT Technology do not infringe any intellectual property rights of any third party.

**7.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, RAGNASOFT MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. RAGNASOFT HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**8. Mutual Indemnification.**

**8.1 Indemnification by RAGNASOFT.** Subject to this Agreement, RAGNASOFT shall defend, indemnify and hold Customer harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that Customer (a) promptly gives written notice of the Claim to RAGNASOFT; (b) gives RAGNASOFT sole control of the defense and settlement of the Claim (provided that RAGNASOFT may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to RAGNASOFT, at RAGNASOFT's cost, all reasonable assistance.

**8.2 Indemnification by Customer.** Subject to this Agreement, Customer shall defend, indemnify and hold RAGNASOFT harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against RAGNASOFT by a third party alleging that the Customer Data infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that RAGNASOFT (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases RAGNASOFT of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

**9. Limitation of Liability.**

**9.1 Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$500,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER HEREUNDER.

**9.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**9.3 Limitation of Action.** Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

WEB APPLICATION SERVICES AND HOSTING AGREEMENT**10. Term & Termination.**

**10.1 Term of Agreement.** This Agreement commences on the Effective Date and shall remain in effect for one (1) year, unless earlier terminated as otherwise provided in this Agreement. The contract will automatically renew for one (1) successive one (1) year term at the renewal rate described in Schedule C, unless Client notifies RAGNASOFT in writing thirty (30) days prior to the end of the contract term of its intention to terminate the agreement. RagnaSoft reserves the right to change prices following the initial one (1) year contract period.

**10.2 Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**10.3 Outstanding Fees.** Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to RAGNASOFT prior to the effective date of termination.

**10.4 Return of Customer Data.** Upon request by Customer, RAGNASOFT will make available to Customer a file of Customer Data in exchange for the fees described in Schedule C or as otherwise agreed upon. After thirty (30) days following termination of this Agreement by either party for any reason, RAGNASOFT shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

**10.5 Surviving Provisions.** The following provisions shall survive the termination or expiration of this Agreement for any reason and shall remain in effect after any such termination or expiration: Sections 4, 5 (excluding Section 5.2), 6, 7, 8, 9, 10 and 11.

**11. General Provisions.**

**11.1 Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

**11.2 No Benefit to Others.** The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons.

**11.3 Notices.** All notices under this Agreement shall be in writing and shall be delivered to the addresses notified by the parties to each other in Schedule A by a means evidenced by a delivery receipt, by facsimile or by email. Notice shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) 48 hours after sending by confirmed facsimile; or (iv) 48 hours after sending by email.

**11.4 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**11.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**11.6 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing either party may assign this Agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect and shall entitle the non-assigning party to terminate this Agreement for cause. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

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**11.7 Governing Law.** This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of Oregon, without regard to its conflicts of laws provisions.

**11.8 Venue.** The state and federal courts located in Lincoln County, Oregon shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

**11.9 Export Control Laws.** Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.

**11.10 Entire Agreement.** This Agreement, including all exhibits and addenda hereto, along with all Schedules executed hereunder, constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. In the event of any conflict between the provisions in this Master Subscription Agreement and any exhibit or addendum hereto, or Schedule executed hereunder, the terms of such exhibit, addendum or Schedule shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**11.11 Counterparts.** This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

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IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

**RAGNASOFT INCORPORATED**



By:

Print Name: Christian Yecker

Title: President

Date: 8/17/2016

**CUSTOMER - City of Newport**

By: 

By:

Print Name: Spencer Nebel

Title: City Manager

Date: 8/17/2016

By:

Print Name:

Title:

Date:

**SCHEDULES**

- Schedule A: Agreement Information
- Schedule B: Client Profile and Deliverables
- Schedule C: Hosted Solution Proposal

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**Schedule A - Agreement Information**

**Notices:** Official Notices provided pursuant to this Agreement shall be sent to the following parties as set forth in Section 11.3:

If to RAGNASOFT:

Christian Yecker  
President  
RagnaSoft Incorporated  
917 Columbia Avenue STE 433  
Lancaster PA, 17603

If to Customer:

Spencer Nebel  
City Manager  
City of Newport  
169 SW Coast Hwy  
Newport, Oregon 97365

**Contact Person:** The name of the person appearing below has been designated by Customer as the main contact person and shall have full authority to act on behalf of Customer in all matters pertaining to this Agreement. This person shall be the primary point of contact between the parties:

**Billing Information:** The person/department appearing below has been designated by Customer as the main billing contact, where RAGNASOFT shall direct all invoicing:

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**Schedule B - Client Profile and Deliverables**

**Customer Data:**

Company Name:	City of Newport
Street Address:	169 SW Coast Hwy
City, State, ZIP:	Newport, Oregon 97365
Phone Number:	541.574.0603
Fax Number:	
URL:	
Contact Name:	Jason Malloy
Contact Title:	Lt.
Contact Phone Number:	541.574.3348
Contact E-mail:	Jason Malloy <J.Malloy@newportpolice.net>

**Type of Database Required:**

Blank with Default Settings (New Client)

Set Up Temporary Demo Data Base

Special Database Requirements

VAR with Demo Data

VAR with Default Settings

Start Date:

End Date:

**Dates:**

Date of Sale:

Planned Implementation Date:

**Sold by:**

RagnaSoft Sales or Channel Sales Rep

Reseller Sales Rep: \_\_\_\_\_

Referral Partner: \_\_\_\_\_

Name:

Phone:

E-mail:

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**Products and Services:**

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**Licenses:**

Number of Registered Users: 25

Soft User Limit (plus): 3

**Features at Startup:**

- Scheduling (Core)
- Employee Self Service
- Integrated Time Clock
- Biometric Time Clock/s X   0
- Schedule Export for Payroll
- Notifications/Basic SMS

**Professional Services:**

- Set Up
  - Import Employee List from Excel
  - Create Unit and Base/Employee Templates
  - Train Schedule Administrators
  
- Consulting (Attach Statement(s) of Work)

**Additional Installation, Integration and Project Description Notes:**

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**PLANIT.POLICE**

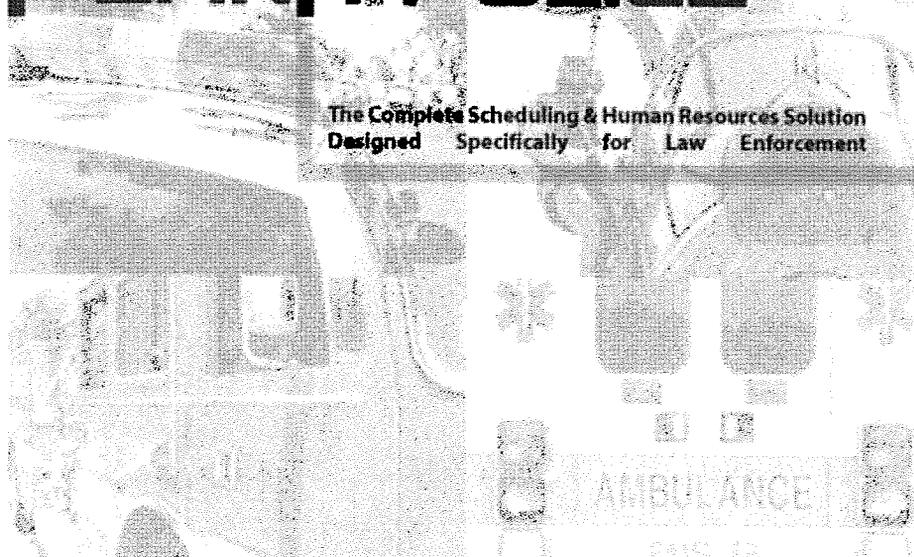
**CONFIDENTIAL**

**WEB APPLICATION SERVICES AND HOSTING AGREEMENT**

## **Hosted Solution Proposal**

City of Newport

**PLANIT.POLICE**



**The Complete Scheduling & Human Resources Solution  
Designed Specifically for Law Enforcement**

**Chris Yecker**

**RagnaSoft Incorporated**

917 Columbia Avenue STE 433

Lancaster, PA 17603

866.471.8919 x500

[sales@planitschedule.com](mailto:sales@planitschedule.com)

[www.planitschedule.com](http://www.planitschedule.com)

