

Acquisio Shopping Service Agreement

This is an agreement between You and Web.com Group, Inc. and all of its' subsidiaries, affiliates, predecessors, successors and assigns ("Company") effective as of the Effective Date. This Agreement governs the use of the Software, the Services, and other Company Products, as applicable, provided to You and the Authorized Users by Company, its suppliers or contractors. You agree to be legally bound by the terms of this Agreement and any supplemental terms thereof, by clicking a box indicating Your acceptance, by executing an order referencing this Agreement, by registering, using or accessing Your Account or any Services. You represent and warrant that (i) You are 18 years of age or older, and (ii) You have read and understood the terms of this Agreement. If You or the Authorized Users do not accept the terms of this Agreement, You and the Authorized Users shall not use, visit, register or otherwise access the Hosted Services and any other Company Products. Capitalized words or expressions shall have the meaning ascribed to them in this Agreement.

The use of the Software and/or Services or any part thereof may from time to time involve third party services governed by separate and/or supplementary terms applicable to them. You must read and agree to be bound by these terms as a condition of using the services of such third party vendor.

1. DEFINITIONS

1.1 Whenever used in this Agreement, the following terms shall have the meaning ascribed to them below, and all other terms not defined in this Section 1 shall have the meaning ascribed to them in this Agreement.

1.1.1 "Account" means the hosted account provided to You by Company or its hosting service provider after registration.

1.1.2 "Company Products" means collectively a) the SaaS Software, b) the Software, c) the Services, d) the data, compilation of data, and any derived data based on, or derived from, or otherwise using any data or content during the performance of or resulting from the Services, e) Company Trademarks, f) Third Party Items, g) any work results which arose during the performance of the Services by Company, alone or with others, h) Confidential Information, know-how, trade-secrets, feedback, design, algorithm, method, technique, modeling, and any other proprietary technologies, and for each of the foregoing paragraphs a) through h) inclusively, all related modifications, enhancements or derivative works, and all related Intellectual Property Rights.

1.1.3 "Company Trademarks" means graphics, logos, trademarks, service marks, name or any other trade name, icon or mark and related domain names that Company owns or licenses.

1.1.4 "Company Trademark Guidelines" means Company then-current published or otherwise made available trademark guidelines to Company. These guidelines can be changed from time

to time by Company without notice, in its sole discretion.

1.1.5 “Company Website” means the websites at these URLs: acquisio.com, acquisio.shopping, getpromote.com, clientcampaigns.com or acquisio.net and any other website and any microsite made available to You operated by Company or its authorized third party hosting entity and any and all sub-domains thereof licensed as part of the Hosted Services under the terms of this Agreement. This expression includes all information and screens appearing on or used in connection with the websites, microsites, documents, website designs, text, graphics, images and icons, and the arrangement thereof, its features, add-ons, functions, programming techniques, any CSS, HTML, scripts, and other code

1.1.6 “Ad” means the advertising creative, including written content, images, graphics, URLs and other content You distribute via a service or platform allowing the serving of online ads for an Ad Campaign.

1.1.7 “Ad Campaign” means the content-based, ad-targeting information You or Your authorized contractors create to assist with the targeted delivery of Ad Impressions via a service or platform allowing the serving of online Ads.

1.1.8 “Ad Impression” means an Ad served and displayed on any publisher Website.

1.1.9 “Agreement” means these Company Terms and Conditions (or “Company T&Cs”), and any other terms, conditions, rules, policies, agreements and documents which are incorporated by reference into this Agreement, as they may be amended or supplemented from time to time including, without limitation, all Statements of Work, if any, which are and shall be incorporated into and deemed part hereof.

1.1.10 “Authorized Users” means the employees of the entity on whose behalf You have Subscribed for, provided such employee has been granted a license (as a named user, volume or other license scheme) to access and use the Hosted Services to the extent permitted by Company under this Agreement.

1.1.11 “Confidential Information” shall have the meaning ascribed to it in Section 8.

1.1.12 “Content” (a) means the information and data You or the Authorized Users upload or provide to Company in connection with the performance of the Hosted Services. (b) Notwithstanding anything to the contrary in this Agreement, Content does not include any Company Products, Third Party Items, content, information and data and any enrichment, derivative, improvement or enhancement thereof licensed or otherwise supplied to You or to Authorized Users by Company, its suppliers or by any third party service provider.

1.1.13 “Effective Date” means the date of acceptance of the terms of this Agreement by You.

1.1.14 “Hosted Services” means the delivery of services to Subscribers by Company or by third-party service providers on its behalf, by remotely hosting, managing and supporting proprietary software applications and all upgrades, updates, improvements, modifications thereof (“SaaS Software”). The Hosted Services may be used and accessed through a web browser and/or Software, as the case may be.

1.1.15 “Intellectual Property Rights” means (i) patents (including utility models), copyright, database rights, data, compilations, know-how, designs, trade dress, trademarks and service marks (whether registered or unregistered), and related goodwill, and all proprietary rights (including trade secrets), and all rights of whatever nature in computer software (whether in source, object and executable code and including related documentation), and moral rights (including the rights of authorship and attribution and subsequent modification), (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognized in the future, and (iii) applications, extensions, and renewals in relation to any such rights.

1.1.16 “Privacy Policy” shall mean Company’s privacy policy which can be found [here](#) or by clicking on the “Privacy Policy” hypertext link at the bottom of the Company Website, which may be changed in accordance with its terms and is incorporated herein by reference.

1.1.17 “Professional Services” shall have the meaning ascribed to it in Section 3.2.

1.1.18 “Registration Information” shall have the meaning ascribed to it in Section 2.1.

1.1.19 “SaaS Software” shall have the meaning ascribed to it in Section 1.16 hereof.

1.1.20 “Services” means collectively The Hosted Services, Professional Services and/or support and maintenance services, if any, provided by Company, its suppliers or contractors under the terms of this Agreement. This expression includes all new services, functions or features subject to additional fees, if any.

1.1.21 “Service Plan” means any service plan or package displayed on Company Website or otherwise made available or communicated to You related to use of the Hosted Services in accordance with the terms of this Agreement. The Service Plan may be changed from time to time without notice by Company, in its sole discretion.

1.1.22 “Software” means any software licensed under this Agreement by Company, its agents or representatives directly or through its sales channels to access and use the Hosted Services, if any. This expression includes (i) software products and tools, scripts, application programmer interface (API), in-Apps, add-ons, connectors, software development kit (SDK), and (ii) all upgrades, updates, improvements, modifications, derivative works, enhancements, extensions and revisions (“Modifications”) of any such Software or any part thereof, provided, that nothing herein shall be construed as an obligation of Company to license any of the Modifications, and

if so, Company reserves the right to make it available at the applicable fee, if any.

1.1.23 “Spend” means Company’s suggested minimum dollar value amount of advertising spend by You with third parties during a Trial.

1.1.24 “Statement of Work” or (“SoW”) shall have the meaning ascribed to it in Section 3.2.1. The SoW may be amended or supplemented from time to time by mutual written agreement of the parties.

1.1.25 “Subscription” means the subscription to a Service Plan and payment of the Subscription Fees for Hosted Services in accordance with the terms of this Agreement. Correlative or related capitalized words such as “Subscribed” and “Subscribers” and other similar capitalized words are references to this expression adapted to the context in which each of such words is used in this Agreement.

1.1.26 “Subscription Fees” shall have the meaning ascribed to it in Section 4.1.1.

1.1.27 “Subscription Term” or “Term” shall mean collectively the Trial Term (if any) the Initial Term and the Renewal Term, as those expressions are defined in Section 12, subject to expiration or earlier termination of this Agreement.

1.1.28 “Support Services” shall have the meaning ascribed to it in Section 3.3.

1.1.29 “Third Party Items” means collectively third party services, third party software, and third party trademarks.

1.1.30 “Trial” shall have the meaning ascribed to it in Section 5.6.1.

1.1.31 “You”, “Your” or “Yours” (i) this expression means you, individually if you are agreeing to enter this Agreement in your own capacity, or (ii) if you enter this Agreement on behalf of a company, on behalf of an agency, or any other legal entity, this expression means the company, the agency or any other legal entity for whose benefit you act (which may include Authorized Users, as defined in this Agreement). You, individual, hereby warrant and represent (without limiting the representations and warranties made under Section 15) to have full legal authority to bind the company, the agency or any other legal entity, as applicable, in respect of the obligations contained in this Agreement.

1.1.32 “Your Trademarks” means the graphics, logos, trade mark, service marks, trade names, product names, brand names and domain names You own or You have the license right to use.

2. REGISTRATION

2.1 When You register, You must provide complete and accurate registration information requested by Company. You must keep this information updated during the Subscription Term

(collectively "Registration Information").

2.2 Company reserves the right, in its sole discretion, to refuse any registration without any reason, obligation and liability to You or to any other party.

3. SERVICES

3.1 Subscribed Service Plan

Subject to the terms of this Agreement, Company will, during the Subscription Term, provide to You the Hosted Services You have Subscribed for under the Service Plan.

3.2 Professional Services

3.2.1 Customized services performed by Company or its contractors shall be provided in a separate, executed statement of work or order form ("Statement of Work" or "SoW") unless otherwise agreed to in writing by Company.

3.2.2 The SoW shall reference this Agreement, describe the services and deliverables, and include any other information Company may require.

3.2.3 Upon the execution and delivery of the SoW by the parties, the SoW shall be deemed attached as an Appendix to and made a part of this Agreement.

3.3 Support Services

The support services will be provided to You by Company via emails for the installation, debugging and troubleshooting unless otherwise provided under the Service Plan and/or Company Website ("Support Services").

4. FEES

4.1 Subscription Fees

4.1.1 In consideration of Your use of the Software and Your access to the Hosted Services during the Subscription Term in compliance with the terms of this Agreement, You agree to pay to Company, (a) all charges and fees incurred on or through Your account, plus all taxes applicable at the time of Your Subscription to Your Service Plan, (b) any one-time or recurrent fee, if any, for specific features or additional services, (c) support fees, and (d) any other charges mutually agreed upon in writing by the parties (collectively the "Subscription Fees")

4.1.2 You agree to pay to Company the non-refundable and non-creditable Subscription Fees under the Service Plan and payment options You have selected in Your Order Form as stated in Your Account or on Company Website.

4.2 Subscriptions on behalf of Authorized Users

You may place orders on behalf of any Authorized Users and You hereby expressly acknowledge having read and agreed to the terms of this Agreement on their behalf, including Your obligations set forth in Section 11 (Authorized User Obligations).

4.3 Changes

You agree Company may at any time, in its sole discretion, and to the extent permitted by applicable law, upon notice, change any Subscription Fees and/or any Account charges from time to time without any reason, obligation and liability to You and others. Such changes shall take effect (i) immediately for new Subscribers, and (ii) at the time of renewal for existing Subscribers. If You are not in agreement with any of the changes made by Company, You and the Authorized Users must stop using the Software and having access to the Hosted Services within five (5) calendar days of the renewal date failing which, You and the Authorized Users shall be deemed to have renewed the Subscription period at the new Subscription Fee.

4.4 Credit Approval

Your Subscription is subject to credit approval by Company and/or any credit agency designated by Company. You hereby expressly permit Company to use the information submitted by you during registration to enquire on your creditworthiness with credit agencies.

4.5 Fees for Third Party Items

Unless included in the Subscription Fees as indicated on the Company Website or otherwise, the fees to access and use Third Party Items, and any related taxes and other charges, if any, shall be separate and subject to the applicable additional fees to be paid in addition to the Subscription Fees ("TPI Fees"), and You shall be solely and exclusively responsible for the payment of such TPI Fees.

4.6 Currency

Unless otherwise provided by Company on Company Website or invoice, references to dollar amounts or other money amount in this Agreement currency for payment shall be set forth in the Order Form, Statement of Work or applicable ordering or purchase document.

5. PAYMENT MODALITIES

You must pay all Subscription Fees when due.

5.1 Credit Card Payments

5.1.1 You shall pay all applicable account charges when due with a valid credit card with sufficient funds at the time of billing, at the time of Subscription and during the Subscription

Term.

5.1.2 Company reserves the right to seek validation of the card prior to Your first purchase and/or to obtain pre-approval for an amount up to the amount of Your purchase.

5.1.3 You expressly authorize Company to charge Your credit card for all applicable account charges associated with Your account.

5.1.4 Any additional fee charged by Your credit card or any other intermediary is Your sole responsibility.

5.2 Other Payment Method

5.2.1 If payment is by a method other than a credit card, You must provide complete and accurate billing and contact information to Company and notify Company of any changes to such information. Company may invoice You in advance. Unless otherwise required by Company, payments shall be due upon receipt.

5.3 Late Payments

5.3.1 Late payments (except those charges under reasonable and good faith dispute) will accrue interest following the due date at the lesser of 1.5% per month (18% annually) or the maximum interest allowed by law.

5.3.2 You shall pay to Company the collection costs (including attorneys' fees) incurred by Company in the collection of any of the delinquent amounts. Company may use a third party collection agency.

5.4 Disputes

You must submit any claims or disputes You may have regarding any account charges to Your account in writing to Company within thirty (30) days of such charge otherwise, notwithstanding Section 22.4, You waive and release such claim or dispute and such charge will be final and not subject to challenge by You.

5.5 Third Party Service Providers and/or Accounts.

You agree that

5.5.1 You are solely and exclusively responsible for the payment when due of all charges to Your Account, (i) including all charges related to third parties such as pay-per-click search engine charges, advertising services charges and any other charges associated with any of the Services or Ad Campaign, Ad Impressions, click-throughs or other actions for which a per-use, per-click, per-Ad Impression, pay-per-click search engine or any other charge assessed by the service or platform allowing the serving of ads, or any other online advertising entity, (ii)

including all charges resulting from or related to Company's taking or not of any action on Your behalf at any time.

5.5.2 You will not assert or make any claim to a third party service provider that You will not pay the charges (including pay-per-click search engine or advertising charges) associated with Your account with such service provider, whether opened directly by You or by Company on Your behalf, as a result of Company exceeding its authority or for any other reason;

5.5.3 upon demand, You shall reimburse Company for any amounts Company must pay to any third party service provider, because of Your failure or refusal to pay the charges to Your account or otherwise; and

5.5.4 Company shall have no obligations and/or liability for any of the above charges.

5.6 Trials

5.6.1 Company may offer as part of a Service Plan, special limited trial, as set forth from time to time on the Company Website ("Trial").

5.6.2 If You sign up for a Trial, You authorize Company to bill Your credit card, and You shall pay the Subscription Fee applicable to Your Service Plan You are using during the Trial period on the day after the Trial period expires.

5.6.3 You acknowledge and agree that You shall cancel the Hosted Services by notifying Company in writing prior to the expiration of the Trial period to avoid incurring Subscription Fee for a full billing cycle.

5.6.4 During the Trial, Company recommends that You allocate Company's suggested Spend per day. This minimum Spend ensures that adequate data can be collected to ensure successful optimization. Without sufficient data, optimization may or may not be successful during the Trial.

6. OWNERSHIP

6.1 Company Ownership

6.1.1 You acknowledge and agree that all rights, title and interest in and to the Company Products and Intellectual Property Rights related thereto are owned and shall remain exclusively with Company and its suppliers, except for the limited rights licensed to You under Section 7.1 of this Agreement.

6.1.2 At no cost or charges to Company, You hereby (i) irrevocably transfer and assign and shall cause to be transferred and assigned to the exclusive benefit of the Company all rights, title and interest that You, the Authorized Users, Your contractors and respective employees may have

or acquire in or to such Company Products; and (ii) You hereby waive and You shall cause to be waived any and all related moral rights to the exclusive benefit of Company.

6.1.3 Company shall have the exclusive right to apply for or register any patents, copyrights, trademarks, and such other Intellectual Property Rights protections with respect thereto. You agree to take, at Company's reasonable expense, any actions (including execution and delivery of documents) requested by Company to effect, perfect or confirm Company's or its designee's right, title and interest therein, and without limiting the foregoing, You hereby appoint the officers of Company as Your attorney-in-fact to execute documents on Your behalf or on behalf of any other assignees mentioned above for this limited purpose.

6.1.4 Nothing in this Agreement shall, or shall be deemed to, transfer or assign, any right, title or interest in or to any Company's and its suppliers' Intellectual Property Rights related to any of Company Products to You or to any other party.

6.1.5 All goodwill arising out of any use of the Company Trademarks by You, and/or the Authorized Users if any, shall inure solely to the benefit of Company and without limiting the foregoing, Company shall have the right to contact directly anyone for any and all purposes during and after the Subscription Term.

6.2 Your Ownership

Subject to Section 7.3, You retain all right, title and interest to any and all of (ii) Your Ad Campaigns, and (ii) Your Trademarks, including all Intellectual Property rights related thereto but excluding Company Products and related Intellectual Property Rights.

7. LICENSE

7.1 Grant by Company

7.1.1 Subject to the terms of this Agreement, and in consideration of the payment of the Subscriptions Fees, Company hereby grants to You, during the Subscription Term, a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software and access the Hosted Services under Your Service Plan.

7.1.2 Except for the licenses granted in Section 7.1.1, Company grants no express or implied license or other right under any patent, copyright, trademark, know-how or other intellectual property rights. Company reserves all rights not expressly granted.

7.2 Restrictions

You and the Authorized Users shall not,

7.2.1 use any of the Company Products for any reason or manner, other than as permitted under the terms of this Agreement;

7.2.2 lease, license, sublicense, rent, distribute, sell, resell the right to use or access the Company Products or any part thereof;

7.2.3 infringe or misappropriate any intellectual property right, contract or tort right of any person;

7.2.4 use any device, software or routine to interfere with or disrupt the proper functioning of the Software, the Hosted Services or any part thereof, or take or omit to take any action that imposes an unreasonable or disproportionately large load on the same, as reasonably determined by Company;

7.2.5 engage in any unacceptable or unlawful use of the Company Products, including to (i) attempt to gain unauthorized access to the Hosted Services, (ii) disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial email; (iii) disseminate or transmit material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, invasive of privacy, harassing, grossly offensive, vulgar, threatening, malicious, otherwise objectionable or in any way derogatory about Company or any other party, (iv) create a false identity or to otherwise attempt to mislead any person on the identity or origin of any communication, (v) harvest, collect, otherwise handle or permit others to do the same, without obtaining the proper consents in breach of any privacy or any other applicable laws;

7.2.6 reproduce, duplicate, republish, copy, reformat, display, reverse engineer, reverse assemble, in any form or by any means any part of the Company Products, including the layout or look-and-feel of the Company Website, any materials retrieved therefrom and the underlying HTML code;

7.2.7 modify, translate, or create derivative works based on the Company Products, or any part thereof;

7.2.8 obfuscate, remove or alter any of the proprietary notices or legends or other notices or markings on or in any of the Company Products;

7.2.9 store in any information storage and retrieval system materials from the Company Website, without the prior written permission from Company;

7.2.10 upload, post, email, disseminate, store, transmit or otherwise make available to others any content, material, data, graphics, work, designation, trade or service mark, tradename, link, advertising or services that actually or potentially violates any applicable law or regulation, including false advertising or unfair competition under the law of any jurisdiction;

7.2.11 disseminate, store or transmit viruses, trojan horses or any other malicious code or program;

7.2.12 unless expressly permitted under this Agreement, use the Software on a timeshare or service bureau basis or the Hosted Services on a subscription, membership or on-demand basis or otherwise for the benefit of any individual or entity;

7.2.13 bundle or incorporate the Company Products or any part thereof, with or into any other product or service; and

7.2.14 monitor the performance or functionality of the Software and/or Hosted Services or any part thereof, for the benchmarking or competitive purpose.

7.3 Grant by You

7.3.1 You grant to Company and its affiliates a worldwide, non-exclusive, sublicensable, transferable and perpetual royalty-free, fully paid-up license to use, maintain, distribute, collect, process, transfer, store, modify, compile the information and data supplied to Company during the performance of the Services (including impressions, clicks, click-through rate, cost per click, cost, conversion rate, cost per conversion, conversions, or any other information or data) and the information and data related thereto or derived therefrom, in aggregate form or not, combined or not with any other content or data, and all intellectual property rights with respect thereto, for the performance or improvement of the Software and Services and archival purposes.

7.3.2 You grant to Company a worldwide, non-exclusive, royalty-free, sublicensable, license to use, copy, publish, publicly display Your Trademarks and those of the Authorized Users and related intellectual property rights, and information relating to their respective organization, in digital or printed form to indicate on the Company Website and/or Company promotional material that You and/or any of the Authorized Users is a customer or partner. This license shall continue until the occurrence of the first of the following dates a) the date on which this Agreement expires or terminates pursuant to its terms, or b) the day after the elapse of a ten (10) day prior written termination notice of Your trademark license sent by You to Company. No other use of Your Trademarks or those of the Authorized Users is permitted without Your prior consent.

8. CONFIDENTIALITY

8.1 You will have access to certain information and materials concerning Company's technology, business, plans, and customers that are confidential of substantial value to Company, which value would be impaired if such information was disclosed to third parties, which shall include the features and functions of the Company Products that are not available to the general public via the public internet, future product plans, data or data files, any documentation or specifications, third party information, processes, strategies, the commercial

terms, or any other information given the circumstances surrounding disclosure, should in good faith be treated as confidential.

8.2 Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Company; (ii) becomes publicly known and made generally available after disclosure by Company to You not caused by Your action or inaction; (iii) is already in Your possession without confidentiality restrictions at the time of disclosure by Company, (iv) is rightfully obtained by You from a third party without obligation of confidentiality; (v) is independently developed by You without use of or reference to Company's Confidential Information, as shown by documents and other competent evidence in Your possession; (vi) is approved for disclosure in writing by Company; or (vii) You are required to disclose by applicable law or by a court of competent jurisdiction; provided, however, that You shall not make any such disclosure without first notifying Company and allowing, at Company's sole option, You or Company, a reasonable opportunity to seek injunctive relief from (or a protective order with respect to) the obligation to make such disclosure ("Confidential Information").

8.3 You agree to use Company's Confidential Information solely to carry out Your obligations under the terms of this Agreement, and You shall not disclose Confidential Information of Company to any third party without the express written consent of Company. Notwithstanding the foregoing, You may disclose or distribute such Confidential Information to Your officers, employees, directors, attorneys, accountants, or contractors who (i) have a business need to know such Confidential Information, and (ii) are subject to legally binding and enforceable obligations of confidentiality substantially similar to, and no less restrictive than, the obligations set forth herein. You shall use at least the same degree of care to avoid disclosure of Confidential Information as You use regarding Your own most sensitive confidential information. Company may seek injunctive relief to enforce its rights under this Section.

8.4 Without limiting Your above obligations, You must keep strictly confidential Your log-in and password information at all times, and not disclose it to any third party.

8.5 If an unauthorized use of Your account or password occurs, You must immediately notify Company via phone and/or email, and Company will suspend use of the account and password until a new password is in place and/or, at the discretion of the Company, other security measure deemed appropriate by Company are taken.

9. SECURITY

9.1 Company employs reasonable security measures to protect against the loss, misuse and alteration of the information under its control.

9.2 You shall notify Company immediately about any unauthorized use or misuse of any Company Product by third parties or any security incident.

10. AUTHORIZED USER OBLIGATIONS

In addition to Your indemnification obligations pursuant to Section 18 and other provisions of this Agreement, You hereby agree to cause the Authorized Users, to use the Software and Services in accordance with, and abide by, the terms of this Agreement and the terms of any license which may govern the use of Third Party Items and related rights. Without limiting the foregoing, You and the defaulting Authorized User shall be jointly and severally liable to Company for the failure of any such Authorized User to perform, and comply with all the obligations and duties set forth in this Agreement, and the governing terms of Third Party Items, if any.

11. TERM

11.1 Trial Term

If a Service Plan or SoW includes a trial, unless otherwise indicated on the order form issued by Company, this Agreement shall begin on the Effective Date and continue for the number of days set forth in the Service Plan, SoW or any order form ("Trial Period"). After the Trial Period, unless otherwise prescribed by Company, the Agreement shall automatically continue at the applicable Subscription Fee, and the Subscription Term in Section 12.2 shall apply, unless You provide Company with written notification indicating You have elected to terminate the Agreement within ten (10) days before the end of the Trial Period.

11.2 Term (other than the Trial Term)

11.2.1 Initial Term

The initial term of this Agreement shall begin on the Effective Date and shall continue for a minimum 30 day period with no refunds. If you elect to terminate services within the initial term, services will be terminated with no termination fee or refunds. If termination notice is received 5 days prior to the end of the initial term, future months will not be billed.

11.2.2 Renewal

The Initial Term shall be automatically renewed for the same period at the end of the Initial Term and at the end of each subsequent renewal period thereof at the applicable Subscription Fee, unless termination notice is received 5 days prior to the end of any renewal period. If services are terminated, no future months will be billed and no termination fees will be charged.

11.2.3 Notice of Non-Renewal

Either party may notify the other party in writing at least thirty (30) days prior to the end of the Initial Term or the then applicable Renewal Term of its intention not to renew the Subscription.

11.3 Update to the Terms

Notwithstanding anything to the contrary in this Agreement, prior to the placement of a new order or any renewal of a Subscription, Company shall have the right change the terms of this

Agreement, which may include revised prices, and Section 4.3 shall apply.

12. TERMINATION

12.1 Termination by Company

12.1.1 Company may, in its sole discretion, in addition to all of its other rights and remedies provided by this Agreement or by law, and without any obligation and liability to You and others, terminate, or suspend (i) Your use of Your access or the usage or access of others, to the Services or Software or to Your Account or those of others, (ii) this Agreement and the associated Software and Services, either temporarily or permanently, in any of these circumstances:

- (a) At any time, for convenience, upon giving You thirty (30) day prior written notice.
- (b) Upon thirty (30) days prior written notice if You are in breach of the terms of this Agreement and such breach remains uncured at the end of such period.

Forthwith and without notice,

- (a) if the billing or contact information You have provided is false, fraudulent or otherwise inaccurate, incomplete or not current,
- (b) if Your credit card is not valid or You do not have sufficient funds at the time of billing, or if Your account is otherwise delinquent,
- (c) if You become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors,
- (d) for security or technical reasons,
- (e) to ensure the efficient operation of the Software or any and all Services of if Your use of the Software or Services may negatively affect other users of the same,
- (f) following a request, an order for law enforcement, or Company is required to do so by law, or
- (g) if Company has elected to discontinue the Software or any Services or any part thereof.

12.2 Termination by You

You may terminate this Agreement and the use of the Software and the access the the Hosted Services (i) for cause upon thirty (30) days prior written notice if Company is in breach of the

terms of this Agreement and such breach remains uncured at the end of such period; (ii) forthwith and without notice, if Company becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and same is not dismissed within sixty (60) days.

13. EFFECTS OF TERMINATION

13.1 If You terminate this Agreement for cause under Section 13.2 (re: uncured breach by Company) and such termination is not reasonably disputed by Company, or if Company terminates for convenience under Section 13.1.1(a), as Your sole remedy and Company's exclusive liability and obligation to You or any other party for any such early termination, Company shall, in respect of the terminated account, refund You the prorated amount of the Subscription Fee prepaid by You that were to apply to the remainder of the unexpired portion of the Subscription Term, as calculated from the termination date to the end of the unexpired Subscription Term. Otherwise, Your sole remedy for Company's breach of this Agreement shall be the termination of this Agreement.

13.2 Upon termination or expiration of this Agreement, for any reason, all licenses granted by Company or its suppliers under this Agreement related to any Company Products, and by You related to Your Content and Your Trademarks will immediately cease except for any promotional material of the Company displaying Your Trademark in inventory until full distribution of this material.

13.3 Upon termination or expiration of this Agreement, You and the Authorized Users will lose access to the Company Products including Your accounts, email accounts, data, files and other information stored by Company or by a third party on its behalf. Upon such termination or expiration, Company retains the right, in its sole discretion,

13.3.1 to provide You and other Authorized Users access to, and the ability to export Your Content for a reasonable period of time at Company's then-current rates for the related services.

13.3.2 to the extent legally permissible, Company may elect, in its sole discretion, to permanently delete from its database all files, content and email messages, and other material or information associated with Your Accounts and those of the Authorized Users, without notice to You. You hereby agrees to such deletion and agree that Company shall have no obligation and liability whatsoever to You and any other party for such deletion under these terms. Without limiting the foregoing, Company may keep Your and other Users' material or information as required by law or pursuant to any order from a court.

13.4 Upon request, You will return or destroy and You shall cause to be returned or destroyed all Confidential Information provided by Company, its representatives or agents to You or to the Authorized Users. Company may ask You to provide written certification of the respect of their

obligations.

13.5 The expiration or termination of this Agreement will not relieve You of Your obligations to pay any accrued Subscription Fees and/or charges (which shall be due upon the date of such expiration or termination) and will not affect any of Company's, its affiliates, and their respective suppliers' claims arising prior to such expiration or termination.

13.6 Without limiting Section 16 (Disclaimer of Warranties) and 17 (Limitation of Liability), Company will not be responsible or liable to You, or to any other party for any loss, damage, compensation or claim, whether foreseeable or not, that may result or arise out of the termination, suspension or restriction of this Agreement, any license, and/or access any Company Products.

14. THIRD PARTY ITEMS

14.1 You are responsible for obtaining and maintaining all computer hardware, software and communications equipment, and Internet connectivity, needed to use and access the Company Website, the Software and/or Services, if any, and for paying all third party access charges (e.g., kiosk, ISP, telecommunications) incurred while using the same.

14.2 During the Subscription Term, Company may give you access to or make available to You Third Party Items. Company does not endorse, warrant or support any such Third Party Items whether or not designated as "certified" or otherwise by Company.

14.3 Without limiting the disclaimers and liability limitations under Sections 16 (Disclaimer of Warranty) and 17 (Limitation of Liability), You accept the exclusive and sole responsibility for the access or use of the Third Party Items, and such access and use are at Your own risks. Without limiting the foregoing, Third Party Items providers may require You pay a fee to use said Third Party Items, and such access and use of the Third Party Items may be subject to Your acceptance of additional terms and conditions which govern said Third Party Items.

15. GOVERNING LAW AND JURISDICTION

15.1 For all Canadian Customers this Agreement shall be governed by, construed and interpreted in accordance with the laws applicable in the Province of Quebec, Canada, without regard to its conflict of law provisions, and the parties irrevocably attorn to the jurisdiction of the courts of competent jurisdiction of the city of Montreal in respect of all matters and disputes arising hereunder. For Customers in all other jurisdictions this Agreement shall be governed by, construed and interpreted in accordance with the laws applicable in the United States of America. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act.

15.2 Notwithstanding anything to the contrary in any statute or law to the contrary, and to the fullest extent permitted by law, You agree on Your behalf and on behalf of Authorized Users that any claim or cause of action against Company, its affiliates, and their respective shareholders, directors, officers, employees, agents, representatives, suppliers, contractors successors and assigns ("Claim") arising out of or related to this Agreement, the use or access to Software or Services or any part thereof, or any alleged breach thereof, must be commenced within one (1) year of the first occurrence of the facts giving rise to such Claim or such Claim shall be forever barred. You represent and warrant that You have obtained the express consent for this time limitation from all other Authorized Users. This applies to You, the Authorized Users and their respective successors and assigns.

16. MISCELLANEOUS

16.1 Notices

16.1.1 Except as set forth herein, any notices to be given by You under this Agreement shall be in writing, signed by You, and sent by: (i) facsimile transmission; (ii) first class certified mail, postage prepaid; (iii) overnight courier service, charges prepaid; or (iv) email, to the party to be notified.

16.1.2 Notice to You

Unless otherwise provided in this Agreement, Company may, at its sole option, provide You with notices, including those regarding changes to this Agreement, by email, regular mail, text message, postings on or within any of the Company Websites or on or within the Hosted Services, if any.

16.2 Independent Contractors

The parties are independent companies, and neither party is an agent or legal representative of the other and neither has power of attorney to represent, act for, bind or commit the other, except as described in this Agreement. The performance of this Agreement establishes no joint venture, employment or partnership between the parties.

16.3 Publicity

16.3.1 Except as expressly permitted under this Agreement, neither party may use the name or identify the other party in any promotional or marketing materials or otherwise identify the other party as a client or provider without the express written consent of such other party.

16.3.2 Company may issue a press release regarding this Agreement. Prior to the issuance of this press release, You shall be given an opportunity to review and comment on any press release mentioning Your identity.

26. LANGUAGE

The parties confirm that it is their wish that this Agreement, as well as any other documents, communications or proceedings relating to this Agreement, including notices, schedules, appendixes, and authorizations, have been and shall be drawn up in the English language only. Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.