

# MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") IS A BINDING LEGAL CONTRACT BETWEEN YOU AND YOUR FIRM OR ORGANIZATION AND LISCIO INC., ("WE", "US" OR "LISCIO") DESCRIBING THE TERMS AND CONDITIONS APPLICABLE TO USE OF THE SERVICES (AS DEFINED BELOW).

PLEASE REVIEW THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES.

BY USING THE SERVICES, YOU REPRESENT THAT (i) YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THIS AGREEMENT; (ii) YOU ACCEPT THIS AGREEMENT ON BEHALF OF THE SUBSCRIBER (AS DEFINED BELOW); AND (iii) YOU HAVE AUTHORITY TO CONTRACTUALLY BIND THE SUBSCRIBER TO THIS AGREEMENT.

## 1. DEFINITIONS

Any capitalized term not otherwise defined in this Agreement has the meaning given in this Section 1, as follows:

**"Account"** means credentials associated with access to the Services by Subscriber and its Users.

**"Aggregated Data"** means statistical information or data generated by the Services that does not include Personal Information of Subscriber or any User.

**"Confidential Information"** means all information that (i) is clearly marked as confidential, (ii) gives a party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that party; or (iii) should reasonably be assumed to be confidential and proprietary from the relevant circumstances. Confidential Information includes the Services, Subscriber Content, user names and passwords, trade secrets, know-how, software, source code, techniques, future product plans, marketing plans, financial information, business plans, customers, inventions, discoveries, improvements, and research and development data.

**"Documentation"** means Liscio's then current on-line help, guides, and manuals published by Liscio and made generally available by Liscio for the Services, as amended and updated from time to time.

**"Order Form"** means the ordering documents for Subscriber's purchases of Services from Liscio that are executed or accepted hereunder by Subscriber and Liscio from time to time.

**"Personal Information"** means any information that directly or indirectly identifies or could be used to identify a specific individual as defined in the Privacy Policy.

**"Privacy Policy"** means Liscio's Privacy Policy .

**"Services"** means the software applications, mobile applications, application program interface and other services identified in the Order Form that together provide a platform that facilitates communication among Subscriber, Users and Subscriber's clients.

**"Subscriber"** means the firm or organization that pays fees to Liscio pursuant to the Order Form for access to and use of the Services.

**"Subscriber Data"** means any data, information or other materials submitted by Subscriber or Users to Liscio in connection with the Services, including Personal Information.

**"Subscriber Marks"** means any trademarks or service marks that Subscriber provides Liscio for the purpose of referring to Subscriber within the user interface for the Services.

**"Subscription Term"** means the period of time that Subscriber and Users may use and access the Service as set forth in the applicable Order Form.

**“Terms of Use”** means the terms and conditions of use to which each User must agree prior to access and use of the Services that applies by and between Liscio and each User.

**“Territory”** means the United States and any other jurisdiction identified in the applicable Order Form,

**“Users”** means individuals who are authorized by Subscriber to use the Services, for whom subscriptions to the Service have been purchased and who have user identifications and passwords supplied by Subscriber or by Liscio at Subscriber’s request.

## 2. LICENSE

Subject to the terms and conditions of this Agreement, Liscio grants to Subscriber a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable license for Users to access and use the Services during the Subscription Term. All rights not expressly granted under this Agreement are reserved by Liscio.

## 3. SERVICES

- 3.1 Liscio shall host and make the Services available to Subscriber and Users pursuant to this Agreement and the applicable Order Form during the Subscription Term. The Services may automatically deactivate and become non-operational at the end of the Subscription Term. Subscriber agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Liscio regarding future functionality or features.
- 3.2 Subscriber shall be responsible for Users’ compliance with this Agreement, including without implied limitation the restrictions set forth in Section 4.
- 3.3 Unless otherwise specified in the applicable Order Form, Services are purchased as User subscriptions based on the number of Users and enterprise subscription fees.
- 3.4 To access and use the Services, Subscriber and Users are required to provide certain information, including Personal Information. Except as otherwise provided in an Order Form, Personal Information is processed in accordance with the terms of the Privacy Policy.
- 3.5 Subscriber is solely responsible for maintaining the confidentiality of all passwords associated with Accounts and solely responsible and liable for all transactions and activities that occur through Accounts. Subscriber shall immediately notify Liscio of any unauthorized use of Accounts or if any other breach of security has occurred. In no event shall Liscio be liable for any unauthorized use of Accounts.
- 3.6 Liscio reserves the right to add, remove, or modify features or functions, or to provide fixes, updates, error corrections and upgrades, to the Services in its sole discretion without prior notice. If a change to the Services would, in Liscio’s reasonable discretion and judgment, permanently and materially diminish or impair the functionality of the Services (**“Material Change”**), Liscio shall provide Subscriber with written notice of such Material Change at least thirty (30) days prior to the date the Material Change will take effect. If a Material Change is unacceptable, Subscriber may terminate the Services without penalty. Any use of the Services after the effective date of a Material Change will be deemed Subscriber’s acceptance of the Material Change. Subscriber acknowledges and agreed that Liscio has no obligation to make available any subsequent version or upgrade made to the Services. Subscriber also agrees that Subscriber may be required to pay additional fees or agree to a revised version of this Agreement in order to download, install, or use a new version of the Services.
- 3.7 Under no circumstances, is or will Liscio be liable or responsible for any use or result obtained by the use of the Services in conjunction with any other software or third-party products. All such use is at Subscriber’s sole and exclusive risk.
- 3.8 Liscio attempts to describe the Services as accurately as possible at all times. Nevertheless, Liscio does not warrant that descriptions, pricing, availability, or other information relating to the Services whether in electronic or paper form, (collectively, **“Service Materials”**) are always accurate, complete, reliable, current, or error-free. Information provided in Service Materials may be mispriced, described inaccurately, or unavailable. If Liscio determines that Services are mispriced, described inaccurately, or unavailable, Liscio reserves the right to take any action it deems reasonable and necessary to rectify the error, including canceling subscription to the Services. Subscriber agrees to notify Liscio immediately if Subscriber becomes aware of any pricing or descriptive errors or inconsistencies between the Services and the Service Materials and to comply with any corrective action taken by Liscio. Liscio’s sole and exclusive liability will be to use its reasonable commercial efforts to correct any non-conformity. If Liscio is unable through reasonable efforts to correct a defective Service or non-conformity, Subscriber may elect to terminate this Agreement and receive a prorated refund of any pre-paid, unused recurring fees. This refund is Subscriber’s sole and exclusive remedy for any non-conformity in the Services.

#### 4. RESTRICTIONS

- 4.1 Subscriber may only use (and may only authorize Users to use) the Services as described in this Agreement, the then-current Documentation and Terms of Use.
- 4.2 Subscriber shall comply with all applicable international, federal, state and local laws and regulations that apply to Subscriber's use of the Services.
- 4.3 Except as expressly authorized in this Agreement, Subscriber will not (and will not allow any third party (including Users) to): (i) permit any third party other than Users to access and use the Services; (ii) modify, make derivative works of, decompile, disassemble, reverse engineer, reverse compile, or subvert the intrinsic security of any part of the Services for any purpose including discovering individual Subscriber Data or re-identifying anonymous data; (iii) access or use the Services or any Confidential Information to develop a competing product or service, build a product using similar ideas, features, functions or graphics of the Services or copy any ideas, features, functions or graphics of the Services; (iv) license, sublicense, resell, sell, rent, lease, lend, transfer, assign, distribute, display, host, outsource, act as an intermediary or provider, disclose or otherwise commercially exploit or make the Services, or any part thereof, available to any third party other than Users (including for commercial time sharing, rental or service bureau use in any way) without Liscio's prior written consent; (v) use the Services, or allow the transfer, transmission, export, or re-export of the Services, including by way of a "deemed export," in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency; (vi) remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Services or Documentation, or (vii) post, transmit, link to, or otherwise distribute any unlawful material or information.
- 4.4 Except as expressly stated herein, Subscriber shall not copy, reproduce, distribute, republish, download, display, post or transmit all or any part of the Services in any form or by any electronic, mechanical, photocopying, recording, or other means.
- 4.5 Subscriber shall make every reasonable effort to prevent unauthorized third parties from accessing the Services and notify Liscio promptly of any such unauthorized access or use.

#### 5. THIRD-PARTY PROVIDERS

Subscriber may authorize its third-party professional service providers, such as law firm, IT firm or data security firm, (each a "**Provider**") to use the Services for the benefit of Subscriber. Providers are Users for purposes of this Agreement. Provider's use of the Services and provision of services to Subscriber related thereto including terms, conditions, warranties or representations associated with such services and any exchange of data between Subscriber and such Provider is solely between Subscriber and the applicable Provider. Liscio shall have no liability and obligation for, and does not endorse or accept any responsibility for Provider, the contents or use of third party web sites, or any transactions completed with Providers or any third parties. Subscriber is responsible for all acts and omissions of its Providers.

#### 6. SERVICE LEVEL AGREEMENT / AVAILABILITY

Subscriber acknowledges and agrees that the Services may not be available 100% of the time. Liscio will use commercially reasonable efforts to make the Services available for access and use by Subscriber and its Users, as contemplated under this Agreement, an average of at least ninety-nine (99%) of the time during each month during the Term (the "**Availability Requirement**"), excluding any period of Permitted Unavailability. "**Permitted Unavailability**" means Planned Outages (as defined below) and any unavailability due to causes beyond Liscio's reasonable control, including, without limitation: any software, hardware, or telecommunication failures; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failures; failures or default of third party software, vendors, or products; and unavailability resulting from Subscriber's actions or omissions or a failure of Subscriber's communications link or systems. "**Planned Outages**" means the period of time during which we conduct standard systems maintenance and any instances requiring emergency maintenance. Liscio will use reasonable efforts to schedule Planned Outages during non-peak hours. If Liscio fails to achieve the Availability Requirement, Liscio will use commercially reasonable efforts to correct the interruption as promptly as practicable. If Liscio fails to achieve the Availability Requirement in two consecutive months during the Subscription Term, Subscriber may terminate this Agreement upon delivery of written notice to Liscio without further obligation and receive a prorated refund of any pre-paid, unused recurring fees. The refund is Subscriber's sole and exclusive remedy and our sole and exclusive liability for failure to achieve the Availability Requirement.

#### 7. BETA SERVICES

We may make available certain new functionality or services not ready for use in a production environment ("**Beta Services**"). Operation and use of the Beta Services may be unpredictable and lead to erroneous results. Subscriber acknowledges and agrees that: (i) Beta Services are not fully tested; (ii) Beta Services may not meet Subscriber's requirements; (iii) the use or operation of Beta Services may not be uninterrupted or error free; and (iv) Beta Services are made available to Subscriber for purposes of evaluating and testing the new functionality and services and providing feedback to us. Subscriber's use of the Beta Services is subject to all of the terms and conditions of this Agreement. Subscriber agrees to promptly report any errors, defects, or other deficiencies in the Beta Services to us. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL BETA SERVICES ARE PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND AND SUBSCRIBER AGREES TO USE THE BETA SERVICES AT ITS SOLE RISK. Subscriber waives any and all claims, now known or later discovered, that Subscriber may have against Liscio and Liscio's suppliers and licensors arising out of the Beta Services.

## 8. PROPRIETARY RIGHTS

- 8.1 Subscriber acknowledges and agrees that any and all patents, copyrights, trademarks, service marks, trade secrets, and all other intellectual property rights (collectively, "**IP Rights**") associated with or part of the Services are and shall remain the sole and exclusive property of Liscio and its licensors, as applicable. Nothing in this Agreement intends to or shall grant, transfer, or assign any IP Rights to, or vest any IP Rights in Subscriber. Subscriber acknowledges that all Services provided hereunder are protected by IP Rights of Liscio and its licensors, as applicable. Under no circumstances will Subscriber be deemed to receive any right, title or interest to any portion of any Services, and all right, title and interest will at all times vest exclusively in Liscio and its licensors. This is not a "work made for hire" agreement, as that term is defined in Section 101 of Title 17 of the United States Code (the "**Copyright Act**"). Subscriber will preserve all Services from any liens, encumbrances, and claims of any individual or entity. Subscriber will not use any of our information or data to contest the validity of any of our intellectual property or our licensors. Subscriber is only entitled to the limited use of the rights expressly granted to Subscriber in this Agreement. Subscriber agrees not take any action to jeopardize, limit, or interfere with the IP Rights of Liscio, and Subscriber acknowledges and agrees that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws. Subscriber acknowledges and understands that all title and rights in and to any third-party content that may be accessed through the Services is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. Any unauthorized use of Liscio's IP Rights and/or data will constitute a material, non-curable breach of this Agreement.
- 8.2 Liscio agrees to include the Subscriber Marks in the instance of the Services that will be made available to Users in a conspicuous location and a reasonable size. Subscriber acknowledges that Liscio may, in its discretion, include with the Subscriber Marks and as part of the Services Liscio's own brands, marks, and logos. Subscriber hereby grants to Liscio a non-exclusive, non-transferable, non-sublicensable, royalty-free, fully paid-up limited right and license to use and display during the Subscription Term the Subscriber Marks solely in connection with Liscio's branding obligations pursuant to this Section 8.2. Upon termination or expiration of this Agreement, Liscio will cease using the Subscriber Marks.
- 8.3 In addition, to the extent Subscriber or a User provides Liscio with any content (e.g., graphics, logos, artwork, text, data) for use in connection with the Services (collectively, the "**Subscriber Content**"), Subscriber grants Liscio a non-exclusive, world-wide, fully-paid up, royalty-free, non-exclusive, non-transferable (except in connection with an assignment of this Agreement) license to copy, adapt, store, record, transmit, communicate display, view, print, distribute and create compilations and derivative works of the Subscriber Content for purposes of providing the Services hereunder and to improve or enhance the Services. This license includes use of Subscriber Content to compile, use and disclose anonymous, aggregated statistics that include Subscriber Data, provided that no such information will directly identify and cannot reasonably be used to identify Subscriber or its Users. Subscriber is responsible for obtaining all rights, permissions, licenses, and consents required to furnish the Subscriber Content to Liscio for use as described above and represent and warrant that it has all rights required to disclose and furnish the Subscriber Content to Liscio. In addition, Subscriber shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and copyright of all Subscriber Content.
- 8.4 Liscio is not obligated to store Subscriber Content or other reports and/or materials generated by the Services and does so only as a convenience to Subscriber. Subscriber agrees that Liscio has no responsibility or liability whatsoever for the deletion or failure to store any Subscriber Content, reports, materials, messages, data or other communications maintained or transmitted by the Services. Subscriber acknowledges and agrees that it is responsible for preserving and making adequate backups for all Subscriber Content and other materials and will not rely on Liscio to preserve or make adequate backups of

data used in connection with the Services, or to maintain a record of Subscriber's usage of any part or all of the Services.

- 8.5 The Services may contain open source software components or other third-party components, each of which may have its own copyright notice requirements and applicable license terms and conditions. These components are subject to such third party's terms and conditions and not the terms and conditions of this Agreement.

## 9. SUBSCRIBER SUPPORT

Liscio offers customer and technical support to Subscriber and Users in person or via telephone, e-mail or other electronic means in conjunction with the Services. Liscio will use reasonable efforts to troubleshoot and resolve issues reported to Liscio customer support, but does not make any representations or guarantees that Liscio will be able to fully resolve any such issues. Except as provided in this Section 9 or by applicable law, Liscio has no obligation to provide customer support, technical support, or to provide solutions (e.g., bug fixes to software) to any issues that may arise in Subscriber's particular use of the Services.

## 10. FEEDBACK

- 10.1 Subscriber and Users may provide us with suggestions, comments, answers, ideas, recommendations, enhancement requests or other feedback (collectively, the "**Feedback**") with respect to our products and Services. Feedback is entirely voluntary and Liscio is not required and may not hold it in confidence. By providing Feedback, Subscriber acknowledges and agrees that Liscio may or may not use the Feedback for any purpose without obligation of any kind in its sole discretion. To the extent a license is required for Liscio to make use of the Feedback, Subscriber hereby grants Liscio an unlimited, worldwide, irrevocable, non-exclusive, perpetual, transferable, sublicenseable, assignable, fully-paid up, royalty-free license to use Feedback in its sole discretion.
- 10.2 From time to time, Liscio may request to identify Subscriber as a subscriber to the Services in its press releases; marketing materials; electronic, printed, and broadcast advertising; newsletters; mailings; tradeshow; other promotional materials; on Liscio's website; or any other third-party website where Liscio or its designated agents may promote the Services. Liscio will obtain Subscriber's prior written authorization before doing so. If Subscriber agrees to allow Liscio to identify Subscriber as a user for Liscio's marketing purposes in writing, Subscriber grants Liscio and its agents a limited, revocable, worldwide, non-exclusive, fully paid-up, royalty-free license to use, reproduce, publish, and display Subscriber's name, trademarks, service marks, designs, logos, and symbols in connection with such purpose.

## 11. MARKETING MATERIALS AND COMMUNICATIONS FROM Liscio

Liscio may send marketing materials and offer additional promotional services ("**Marketing Materials**"). Subscriber hereby agrees that Liscio may send Subscriber and Users Marketing Materials via e-mail, mail, or otherwise Subscriber and Users can opt out of receiving Marketing Materials at any time by notifying Liscio Subscriber Support at [support@liscio.me](mailto:support@liscio.me) or by clicking the "Unsubscribe" link provided at the bottom of emails. Liscio may continue to send non-marketing communications regarding Account information, billing statements, changes to this Agreement and other communications permitted by applicable law.

## 12. PRIVACY; AGGREGATED DATA

Except as expressly agreed in writing, Personal Information is processed in accordance with the Privacy Policy. In addition to permitted uses in the Privacy Policy, Liscio may preserve and/or disclose such Subscriber Data and/or other information transmitted through the Services if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that the information violates legal rights; or (d) protect the rights, property, or personal safety of Liscio and its employees and customers or the public.

Liscio takes precautions intended to help protect information processed through the Services. Unfortunately, however, no system or online transmission of data is completely secure. We cannot guarantee the security of information transmitted to or through the Services. Unauthorized access to password-protected or secure areas is prohibited and may lead to criminal prosecution. Liscio may suspend use of all or part of the Services without notice if Liscio's suspects or detects any breach of security.

Subscriber hereby grants Liscio a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub-licensable, assignable, fully-paid-up, royalty free license to use Aggregated Data (as defined below) derived from Subscriber's or Users' use of Services for Liscio's business purposes, including the provision of products and services to our customers. Subscriber further grants Liscio the right to (i) use the Aggregated Data in any aggregate or statistical products or reports, (ii) transfer and/or disclose the Aggregated Data upon a sale of its business by way of merger or stock sale, or all or substantially all of its assets, or any other form of reorganization, (iii) disclose Aggregated Data in a summary report that does not show, display or indicate customer specific or customer identifying information, (iv) provide Aggregated Data to a third party service provider, for analytical purposes, and (v) use the Aggregated Data to compare with other organizations within the same industry or group. Without limiting the generality of Section 3.2, Subscriber understands and agrees that Subscriber is responsible for ensuring that it has the right to grant the foregoing license with respect to data collected from Users. Aggregated Data will not be considered Subscriber Confidential Information.

### 13. FEES AND PAYMENT

- 13.1 Subscriber shall promptly pay Liscio the fees set forth in each Order Form for the Services, including all applicable taxes and additional fees. Initiation or installation charges, monthly recurring charges, support charges, and other fees shall be billed in full in advance. Any additional usage charges are billed in arrears. Except as expressly otherwise provided in this Agreement, all fees are non-refundable. When Subscriber subscribes to the Services, Subscriber provides Liscio with a payment method, such as a valid credit card (including proper billing information), and, if applicable, authorizes Liscio to collect from Subscriber's payment method. Any authorization will remain valid until thirty (30) days after Subscriber terminates Liscio's authority to charge the payment method. Upon termination, Subscriber hereby agrees that Liscio may charge Subscriber any fees and other outstanding charges and disconnect the Services. Subscriber agrees to provide advance notice to Liscio of any change in payment method. If Subscriber's payment method is declined or fails for any reason, Liscio will use reasonable efforts to notify Subscriber and thereafter Liscio may disconnect the Services and terminate Subscriber's Account. Liscio further reserves the right to continue to attempt charging Subscriber's credit card for any outstanding Service charges and additional fees and pursue any other legal remedies available to Liscio. Liscio may assess an additional fee of the lesser of (a) fifty dollars (\$50) or (b) the highest amount allowed by law for any credit card chargeback or check returned for nonpayment.
- 13.2 Time is of the essence for payment. Payments not made within the appropriate time period will be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of Liscio's rights to collect the full amount due. Subscriber is responsible for paying all personal property, sales, use and other taxes (excluding taxes based upon Liscio's net income) and license and registration fees and other assessments or charges levied or imposed by any governmental body or agency as a result of the execution or performance of this Agreement, including Subscriber's receipt of the Services. On notice of not less than sixty (60) days, Liscio reserves the right to change fees for the Services. Subscriber may terminate this Agreement on written notice to us within thirty (30) days of its receipt of the fee change notice; provided, however, if Subscriber fails to object to the adjustment in writing within the foregoing thirty (30) day period then Subscriber is deemed to agree to the new fee.
- Subscriber must dispute charges for the Services in writing to Liscio customer support at [support@Liscio.me](mailto:support@Liscio.me) within thirty (30) days of the date of the charge by Liscio. If Subscriber does not provide a written statement explaining in reasonable detail reasons for disputing the charge within such time period, Subscriber hereby irrevocably waives any objection and further recourse with regard to such charges.

### 14. SUBSCRIBER WARRANTIES

Subscriber represents and warrants that (i) it has full power, capacity, and authority to enter into this Agreement and to grant the licenses set forth herein; and (ii) it will use (and will ensure that Users use) the Services in compliance with this Agreement and all applicable local, state, and federal laws and regulations.

### 15. INDEMNIFICATION

To the maximum extent permitted by applicable law, Subscriber will defend, indemnify and hold harmless, individually and collectively, Liscio, its affiliates, resellers, officers, directors, employees, shareholders, agents and third-party providers who furnish goods or services to Subscriber in connection with the Services (the "**Indemnified Parties**") from any and all claims, actions, proceedings, losses (including loss of profits, revenue

and goodwill), deficiencies, damages, fines, penalties, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees, dispute resolution expenses and all related costs and expenses) incurred by them as a result of any claim, judgment, or adjudication related to or arising from any acts or omissions by Subscriber or any third party acting upon Subscriber's permission, knowledge, authority or direction arising from or related to: (i) use of the Services; (ii) breach of any of Subscriber's obligations, representations, or warranties in this Agreement; (iii) any negligent acts, omissions to act or willful misconduct; (iv) its or Users' failure to comply with applicable laws, code, ordinances and regulations, or (v) the Subscriber Content or Liscio's transmission or hosting thereof; or (v) any claim of misappropriation, breach, violation, or infringement of any right, title or interest of any third party in such Subscriber Content, including but not limited to, contractual rights, intellectual property rights (including patent, trademark, copyright, and trade secret rights), rights of privacy, and rights of publicity and personality.

## **16. SUSPENSION OR TERMINATION OF SERVICES AND REMOVAL OF SUBSCRIBER CONTENT**

Liscio may, in its sole discretion, suspend Subscriber's or Users' access to the Services for any of the following reasons (i) to prevent disruption of or damages to, or degradation of, the Services and its systems; (ii) to comply with any law, regulation, court order, or other governmental request; (iii) to otherwise protect Liscio from potential legal liability; (iv) to remove Subscriber Content that is illegal, offensive, or otherwise inappropriate or in violation of a third party's intellectual property rights, as determined by Liscio in its sole discretion, or (v) if an invoice remains unpaid for more than forty-five (45) from the invoice date. Liscio may restore access to the Services as soon as the event giving rise to suspension has been resolved. This Section 16 will not be construed as imposing any obligation or duty on Liscio to monitor use of the Services.

## **17. CONFIDENTIALITY**

- 17.1 Each party's Confidential Information is and will remain the sole and exclusive property of the disclosing party. Neither party will have any obligation with respect to Confidential Information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the receiving party without restriction or lawfully received by the receiving party from a third party without nondisclosure obligations; or (iii) is independently developed by the receiving party without the use or reference to the disclosing party's Confidential Information. A receiving party may disclose Confidential Information pursuant to a court order, judgment or as otherwise required by law, provided that the receiving party promptly delivers written notice of disclosure to the disclosing party to allow the disclosing party to seek a protective order.
- 17.2 Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither party would enter into this Agreement without assurance that the information will be protected as provided in this Section 17 and elsewhere in this Agreement. Accordingly, each party agrees as follows: (a) for a period of two (2) years from receipt of Confidential Information from the other party hereunder, the receiving party shall keep the Confidential Information confidential and use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable care, to prevent the unauthorized use or the disclosure of such Confidential Information to third parties; (b) the receiving party may use and permit use of Confidential Information solely as permitted under this Agreement; and (c) the receiving party may disclose or provide access to its responsible employees, agents, independent contractors, advisors or lawyers on a need-to-know basis, or as otherwise permitted under this Agreement, and may make copies, of Confidential Information only to the extent permitted under this Agreement.
- 17.3 Each party acknowledges and agrees that due to the unique nature of the Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any such breach or any threat thereof, each party will be entitled to appropriate equitable relief from a court of competent jurisdiction in addition to whatever remedies either of them might have at law or equity.

## **18. DISCLAIMER OF WARRANTIES**

- 18.1 THE SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. LISCIO AND ITS VENDORS AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT, WHETHER SAID WARRANTY ARISES UNDER

PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF OR ANY OTHER COUNTRY. ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. SUBSCRIBER EXPRESSLY AGREE AND ACKNOWLEDGE THAT USE OF SERVICES, IS AT SUBSCRIBER'S SOLE RISK. LISCIO EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES ARE APPROPRIATE FOR HIGH-RISK OR OTHER ACTIVITIES WHERE FAILURE OF THE SERVICE COULD RESULT IN SERIOUS HARM TO PERSONS, BUSINESS OR PROPERTY. LISCIO MAKES NO WARRANTY THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. LISCIO IS NOT RESPONSIBLE FOR COMMENTS OR INFORMATION LOST OR MISDIRECTED DUE TO INTERRUPTIONS OR FLUCTUATIONS IN THE SERVICES OR THE INTERNET IN GENERAL. LISCIO IS NOT RESPONSIBLE FOR THE CONTENT OR FUNCTIONALITY OF ANY THIRD PARTY NETWORK USED IN CONNECTION WITH THE SERVICES. LISCIO DOES NOT WARRANT THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH USE OF THE SERVICES OR ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES. SUBSCRIBER ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES ARE AT SUBSCRIBER'S SOLE RISK AND DISCRETION, AND LISCIO WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE CAUSED BY THE USE OF THE SERVICES TO SUBSCRIBER OR USER, OR THEIR BUSINESSES OR PROPERTY.

- 18.2 NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LISCIO OR ITS AFFILIATES, EMPLOYEES OR AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF LISCIO'S OBLIGATIONS HEREUNDER.
- 18.3 THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT LISCIO AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE THE SUBSCRIBER CONTENT, REPORTS, WEB-SITES, COMPUTERS OR NETWORKS. UNDER NO CIRCUMSTANCES SHALL LISCIO BE RESPONSIBLE FOR THOSE ACTIVITIES.
- 18.4 SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO SUBSCRIBER. TO THE EXTENT THAT LISCIO CANNOT DISCLAIM A PARTICULAR WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF THE WARRANTY WILL BE THE MAXIMUM PERMITTED UNDER SUCH LAW.

## 19. LIMITATION OF LIABILITY AND DAMAGES

IN NO EVENT SHALL LISCIO OR ITS VENDORS AND LICENSORS BE LIABLE TO SUBSCRIBER, USER OR ANY THIRD PARTY, INCLUDING SUBSCRIBER'S EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SUBSCRIBERS, OR CONTRACTING PARTIES, FOR ANY LOSS OF PROFITS, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGE OR LOSS OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, INCLUDING USE OF THE SERVICES EVEN IF LISCIO HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE REASONABLY BEEN FORESEEN BY LISCIO. THE TOTAL LIABILITY OF LISCIO AND ITS VENDORS AND LICENSORS TO SUBSCRIBER (INCLUDING CLAIMS BY OR ON BEHALF OF USERS), OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR USE OF THE SERVICES IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGE (WHETHER IN CONTRACT OR TORT) WILL NOT EXCEED THE TOTAL FEES SUBSCRIBER PAID, IF ANY, DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING THE DATE THAT THE EVENT GIVING RISE TO THE LIABILITY FIRST OCCURRED. THIS LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AND WILL APPLY EVEN IF THE EXPRESS WARRANTIES PROVIDED ABOVE FAIL OF THEIR ESSENTIAL PURPOSE. THE LIMITATIONS SPECIFIED IN THIS SECTION 19 WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO SUBSCRIBER.

## 20. TERM AND TERMINATION

This Agreement is effective until terminated by Liscio or Subscriber, unless automatically terminated as set forth herein. Liscio reserves the right to terminate this Agreement, including the license to and use of the Services, for violation by Subscriber or any User of any of the terms of this Agreement.

## 21. GOVERNMENT RESTRICTIONS

Any software or other programming provided by us in connection with this Agreement is commercial computer software as described in DFARS 252.227-7014(a)(1) and FAR 2.101. If acquired by or on behalf of the United States Department of Defense or any component thereof, the United States Government acquires this commercial computer software and commercial computer software documentation subject to the terms of this Agreement as specified in DFARS 227.7202-3, Rights in Commercial Computer Software or Commercial Computer Software Documentation. If acquired by or on behalf of any civilian agency, the United States Government acquires this commercial computer software and commercial computer software documentation subject to the terms of this Agreement as specified in FAR 12.212, Computer Software.

## 22. FORCE MAJEURE

Except for the payment of fees as described in Section 13 (Fees and Payment) of this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, Internet delays and failures, telecommunications failures, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments or government instructions.

## 23. DISPUTE RESOLUTION AND OPTIONAL ARBITRATION

- 23.1 In the event of any dispute, claim, question, or disagreement between Subscriber and Liscio ("**Dispute**"), Subscriber and Liscio shall first use reasonable best efforts to settle the dispute, claim, question, or disagreement. The parties agree to each have an appointed representative consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Neither Subscriber nor Liscio shall file or pursue any Disputes in any court, administrative, arbitral, or other adjudicative body prior to or during the engagement of such consultations and negotiations.
- 23.2 Notwithstanding the adjudication requirement above, for any Disputes involving ten thousand dollars (\$10,000) or less, either party may choose to resolve such Dispute through binding, non-appearance-based arbitration (i.e., arbitration conducted online, through written filings, and/or via teleconference). Such arbitration shall be conducted through an established alternative dispute resolution provider mutually agreed upon by the parties, and any judgment rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision shall be final and legally binding.
- 23.3 In the event of any litigation (including arbitration) between Subscriber or User and Liscio, the non-prevailing party shall reimburse the prevailing party for all reasonable and documented attorneys' fees, costs, and expenses relating to the Dispute.

## 24. GENERAL

- 24.1 This Agreement, including all Order Forms, Privacy Policy and Terms of Use (which are incorporated by this reference), is the entire agreement between the parties and supersedes all prior or contemporaneous understandings regarding such subject matter. If the provisions of this Agreement conflict then the following order of precedence applies: Order Form, Master Subscription Agreement, Terms of Use and Privacy Policy.
- 24.2 This Agreement may not be amended without a writing signed by both parties. Liscio will provide Subscriber with advance notice of material revisions to this Agreement. Subscriber's continued use of the Services after the effective date of such modified terms constitutes acceptance of this Agreement, as amended.
- 24.3 This Agreement will be construed according to, and the rights of the parties will be governed by, the law of the State of California, without reference to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Subscriber's sign up or use of the Services. Any action at law or in equity arising out of or directly or indirectly relating to this Agreement may be instituted only in the federal or state courts located in San Francisco, California. Subscriber consents and submits to the personal jurisdiction of those courts for the purposes of any action

related to this Agreement, and to extra-territorial service of process. Subscriber further agrees not to contest that venue in such courts are improper or inconvenient, and irrevocably waive any right that Subscriber may have to assert that such forum is not convenient or that such court lacks jurisdiction.

- 24.4 No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has arisen.
- 24.5 Nothing in this Agreement shall be deemed or construed to constitute or create employment, partnership, association, joint venture, agency or fiduciary relationship between the parties hereto.
- 24.6 Subscriber agrees and acknowledges that any breach of the provisions regarding intellectual property ownership contained in this Agreement shall cause Liscio irreparable harm, and Liscio may obtain injunctive relief and seek all other remedies available in law and in equity.
- 24.7 The section titles in this Agreement are for convenience only and have no legal or contractual effect. If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they will be severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remainder of this Agreement.
- 24.8 Subscriber may not assign this Agreement, in whole or part, or any of Subscriber's rights or obligations under this Agreement without the prior written consent of Liscio. Any purported transfer or assignment in violation of this section is null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns, and legal representatives.
- 24.9 Neither party will by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement.
- 24.10 The following provisions will survive termination or expiration of this Agreement: Proprietary Rights, Indemnification, Confidentiality, Disclaimer of Warranties, Limitation of Liability and Damages, Term and Termination, and General Provisions.
- 24.11 This Agreement may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and Subscriber's acceptance will be deemed binding between us. Neither of us will contest the validity or enforceability of this Agreement and any related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form.
- 24.12 Notices to Subscriber shall be effective on the date sent to Subscriber's the electronic mail address associated with Subscriber's Account when sent by email or, the earlier of (i) the confirmed delivery date if sent by courier or express shipping or (ii) three (3) days following the date deposited in regular United States Mail, postage prepaid, addressed to the current address on Subscriber's Account. Notices to Liscio may be sent to Liscio at:

**BY POSTAL MAIL:**

*Liscio Inc  
120 West 7th Street, Suite 460  
Bloomington, IN 47404*

**BY EMAIL:** [support@liscio.me](mailto:support@liscio.me)

- 24.13 Liscio and Subscriber agree that electronic signatures, whether digital or encrypted, of the parties to this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. In this Agreement, an electronic signature is any electronic sound, symbol or process attached to or logically associated with this Agreement and executed and adopted by either party with the intent to sign this Agreement.
- 24.14 This electronic document and any other electronic documents, policies, and guidelines incorporated herein will be: (1) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; (2) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (3) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation, or administrative proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.