

Welcome and thank-you for signing up to use iBE.net's proprietary software and services available on our web-site and via mobile device stores (our "Service"), located on-line at www.ibe.net, app.ibe.net, support.ibe.net, help.ibe.net and other related web-sites ("Site"). The terms "iBE", "iBE.net", "we", "us" and "our" in this document refer to Integrated Business Environment Inc. (doing business as iBE.net) and the terms "you" and "your" refer to you and any user accessing or otherwise using our Service with your authorization.

Please read this document ("Agreement") as it constitutes a binding legal agreement between you and us regarding your use of our Service. By registering to use or trial our Service, clicking a box indicating your acceptance of this document, executing an Order Form that references this document including via electronic signature, creating a subscription account or by otherwise accessing or using our Service (as a paid subscriber or as a free of charge user) you are indicating that you have read, understood and agree to the terms and conditions outlined in this Agreement. An "Order Form" means any on-line, electronic or paper order form agreed between you and iBE.net which normally specifies:

- Our services and modules you have selected or have access to;
- Usage limits such as the maximum number of individual persons by type or kind of user that you may provide user identifications and passwords to access our Service on your or your company's behalf ("User");
- Other usage limits including but not restricted to maximum storage limits or maximum number of calls of third-party interfaces;
- Fees and payment terms, including fees and limits by type or kind of license or User for you to add more Users to your account. Payment terms may also include timing and method of payment.

If you accept this Agreement or wish to use our Service on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this Agreement, and the terms "you" and "your" refer to such entity and its affiliates instead of to an individual user. If you do not have such authority then do not accept this Agreement or use our Service.

You may not access or use our Service if you are a direct competitor of iBE.net or provide any Services competitive with iBE.net and you may not register for our Service or accept this Agreement on behalf of any other person or company that competes with iBE.net, unless you have our prior written consent.

All policies and guidelines published on our Site are incorporated into this Agreement by reference.

1. Changes to our Services

We reserve the right in our sole discretion to add, remove, modify or discontinue parts or features of our Service at any time without liability for any or no reason. If you are at any time dissatisfied with our Service, we request that you provide us with feedback about your experience, submitted either on-line at support.ibe.net, by phone or via email to support@ibe.net. Ultimately, your sole remedy in case of dissatisfaction is to discontinue use of our Service, under the terms of section 10 (Termination) below.

Agreement Changes: We reserve the right to revise this Agreement from time to time without liability or prior notice to you other than by posting the revised Agreement at our Site or, by mutual agreement, notifying you of any changes to this Agreement via email to your designated contact. Any such revisions to this Agreement will become effective the sooner of your acceptance or signature of the revised Agreement, your continued use of our Service with actual knowledge of such revisions, or thirty calendar days after the date of publication of such revisions provided that you do not cancel your trial or subscription for our Service within this time. You agree that your continued use of our Service thirty days after the publication of any revisions to this Agreement constitutes your consent to the new or revised terms and conditions.

No revisions to this Agreement will apply to a dispute between you and us that arose prior to the date of such revisions, unless mutually agreed to in writing.

You may not modify, revise or otherwise change this Agreement.

2. Subscription

Order Form: Subject to your payment of any fees outlined in the Order Form (“Fees”) and provided that your access to our Service has not been terminated, we grant you a non-exclusive, non-transferable, non-assignable and world-wide right to access and use our Service for your internal business purposes, for up to the agreed number or monthly fees of Users and other usage or subscription fee limits specified in the Order Form. Your payment of the Fees is not contingent on the delivery of any pending features or future functionality, nor is it dependent on any public comments made by us regarding future enhancements to or releases of our Service.

Users: You may establish User accounts at our Site pursuant to terms and limits outlined in the Order Form. Individuals with an email address matching any of your company’s email domains may directly sign up for a user account to access our Service on your behalf, up to the maximum limits outlined in the Order Form.

Additional Users may be added to your paid subscription for our Service (“Subscription”) at any time, with fees for additional Users provided with access to our Service for all or part of a calendar month being charged on a full calendar month basis. You may only re-assign terminated Users at the end of each calendar month, and only after the terminated User has permanently stopped accessing our Service.

Other than outlined in our [Privacy Policy](#), we have no obligation to retain data relating to terminated Users.

Collaboration: You may collaborate with people using iBE on behalf of other subscribed companies using our Service (“Other Users”) including but not limited to sending and receiving messages, jointly participating in approval workflows and having limited view access to shared data. Other Users of our Service will be subject to their own separate agreement with iBE. You may add Other Users to your account subscription to grant them greater access to your data, at which point they become Users. You do not have to pay monthly fees for Other Users who are not simultaneously Users on your account.

3. Data Privacy

Please refer to our [Privacy Policy](#), incorporated into this Agreement by reference, for information on how we collect, use and disclose electronic data or information submitted by you in at our Site the course of using our Service (“Data”).

In order to use our Service you normally have to register Users for individual user accounts on our Site, resulting in our collection of personally identifiable information provided to us in the course of such registrations, some of which may be required in order to complete the registration process. We may additionally, in our sole discretion, allow your Users the option to access our Service using user identifications and passwords managed by third parties such as Gmail® or LinkedIn® (collectively, an “Integrated Service”), while allowing you the option of preventing your Users from accessing our Service using credentials managed by an Integrated Service through a client settings panel. By registering Users, you authorize us to store personal information that you provide to us, or which is provided to us by an Integrated Service - such as name, email and profile picture - and to use and disclose such information in accordance with our [Privacy Policy](#). You agree that the information you provide to us during registration, and at other times, will be true, accurate, current and complete and furthermore you agree not to misrepresent your identity nor to use Integrated Services using a mis-represented identity.

4. Access Security

You are responsible and liable for your Users' use of our Service. You must keep all user account information, including usernames and passwords, confidential. We are not liable for unauthorized access to your Data by a User or third party including as a result of sharing or inadequate safeguarding of User identifications or passwords. You will use commercially reasonable efforts to prevent:

- Unauthorized use of our Service on your behalf;
- Access to our Service on your behalf by persons other than Users; or
- Access to our Service by Users to an extent which exceeds the degree or level of access granted to each User according to the type or kind of user specified in the Order Form.

You are responsible for monitoring your compliance with Service usage limits, including any maximum limits to the number of Authorized Users, using the monitoring tools provided by iBE or otherwise. You must delete or terminate user accounts that are no longer required, or which exceed limits for Users outlined in the Order Form. You agree to pay any additional Fees applicable to your Users as outlined in the Order Form.

5. Your Responsibilities

You are responsible for the content, accuracy, validity, timeliness and legality of your Data and you will:

- Ensure that all Users abide by the terms and conditions of this Agreement, deactivating the accounts of Users violating the terms of this Agreement, and notifying us in the event that you become aware of any violation of the terms of this Agreement;
- Immediately notify us if you or a User is aware of or suspects any unauthorized use of our Service, or any breach in security;
- Ensure all Users comply with applicable laws, rules, regulations and third-party contracts, terms or policies including without limitation relating to the collection, use and disclosure of Data;
- At your expense paid directly to third parties, obtain access rights or licenses to third party software requested and obtained by you that might be available from time to time via our Service, for which we will not additionally charge you, except where we have obtained for you the necessary access rights to such third party software;
- Obtain at your own expense equipment needed to access our Service, including but not limited to up to date browser software and broadband-speed internet access
- Make appropriately skilled and trained personnel available as are reasonably required for us to liaise with in order to provide our Service under this Agreement.

6. Restrictions of Use

You and your Users agree to abide by all laws, rules and regulations applicable to your use of our Service, and shall not use our Service for any purpose prohibited by United States law or prohibited by the laws of the country in which you use our Service. You, your Users and any third parties working on your behalf will not without our prior written consent:

- Access or use our Service in a manner which harms iBE.net or our affiliates, resellers, distributors, service providers or Integrated Services;
- Use automated scripts to access our Service other than as published in our user guidelines;
- Resell, rent, lease, copy, transfer, reproduce, modify, decompile, create derivative works from, mirror, reverse engineer, disassemble or otherwise attempt to derive source code from our Service;
- Create applications or services that incorporate part or all of our Service, or incorporate our Service into a service bureau or any other mechanism for you to provide services to a third party, other than through our approved partner and add-on solution program
- Circumvent or disable any security features of our Service;
- Disrupt or interfere with the performance and operations of our Service;

- Access our Service for the purpose of monitoring its availability, functionality or for other benchmarking or competitive purposes other than in the normal course of a trial;
- Attempt to gain unauthorized access to data in our Service other than your Data;
- Use our Service to store or transmit viruses, worms, Trojan horses or other harmful malicious code, files, scripts or programs, or to store or transmit information that violates a third party's privacy rights; or
- Permit third parties to access our Service except as permitted in our user guides and general documentation.

7. Our Support for the Service

We will provide customer support including through our Site in accordance with the terms of this Agreement. Furthermore, we will use commercially reasonable efforts to:

- Maintain, upgrade and operate our Services and their underlying systems, hosted either using our own infrastructure or via a third party;
- Make our Service available with a monthly uptime percentage of at least 99.9%, excluding planned downtimes communicated in advance;
- Respond to (but not necessarily complete work on) Service bug notifications within one business day, requests for remote consulting support and training within one week, and enhancement requests within one month;
- Provide tools for you to log, track and monitor bugs and enhancement requests; and
- Provide remote support for your Users that is professional and competent in accordance with industry standards, on a 24x7 basis except for during planned downtimes or for during Service unavailability caused by factors beyond our control.

Future versions of and enhancements to our Service may be developed and released by us at our sole discretion. We do not warrant or represent that we will develop or release enhancements or upgrades within a given timeframe. It is your responsibility to download and install upgrades to mobile device software that we may provide, and to update third party plug-ins or automated scripts developed by you, to ensure continued compatibility with updates to our Services available on-line via our Site.

8. Free Trial

At our sole discretion, we may offer an introductory free trial period. If so offered, you may register for a free trial of our Service either:

- On-line by selecting a no-charge license type; or
- Via invitation to our [Lighthouse Agreement](#), which if applicable is incorporated into this Agreement by reference; or
- Via agreement with us to use our Service for an initial no-cost period with the option to opt-out of automatically converting to a paid subscription at the end of this period (collectively, "Free Trial")

In case of a Free Trial you may access our Service at no cost until the earlier of the expiry of the Free Trial period or you purchase a Subscription.

Notwithstanding any terms outlined in our [Lighthouse Agreement](#), we will determine in our sole discretion the availability, duration and features of our Service available to you during the Free Trial. Our Service is provided 'as-is', without any warranties during the Free Trial, and we will not be liable to you or to any third party for harm arising out of or caused by either a Free Trial, or by a suspension or termination of a Free Trial. Notwithstanding our [Privacy Policy](#) (a copy of which is available on our Site and incorporated herein), any data or customizations of our Service that you enter in the course of the Free Trial may be lost unless you purchase a Subscription at the end of the Free Trial. In addition any customizations or program changes developed by us on your behalf during the Free Trial are the sole property of iBE.

Feedback: You agree to provide us during the Free Trial period improvement suggestions, ideas, enhancement requests, concerns or other recommendations relating to your use or testing of our

Service ("Feedback"), including sharing your non-proprietary information and responding to queries from us on how you are using or intend to use our Service.

Subject to your general satisfaction with our Service you also agree to make commercially reasonable efforts to act as a customer reference for iBE, responding to enquiries from other customers or potential customers of iBE who wish to learn from your experiences.

Your use of our Service during the Free Trial period is otherwise governed by the remaining terms of this Agreement.

9. Fees

You agree to pay all applicable Fees for your use of our Service as outlined in the Order Form. Pre-paid Fees grant you access to our Services for the initial duration of this Agreement, which is one year from the start of the calendar month immediately following your acceptance of this Agreement, unless otherwise stated in the Order Form ("Term").

Pre-paid Fees: Pre-paid Fees are due upon acceptance of this Agreement, in advance of accessing our Service or transitioning from a Free Trial to a paid Subscription. Pre-paid Fees are non-refundable unless otherwise provided by law, and are subject to allocated or purchased usage as opposed to actual usage. Notwithstanding the foregoing, we will refund pre-paid Fees for unused portions of the Term if we permanently discontinue our Service or terminate this Agreement for convenience under section 10 below. Pre-paid Fees for Terms that do not commence on the first day of a calendar month will also be prorated for that month.

Unless otherwise stated in the Order Form, Subscriptions will automatically renew for an additional period of the shorter of the prior Term or one year ("Renewal Term"), and renewal Fees will become due at the start of the Renewal Term unless either party terminates this Agreement in accordance with section 10 (Termination).

Usage-based Fees: Unless otherwise stated in the Order Form, month-to-month or usage based Fees selected in the Order Form, such as fees for Users added to your account during the course of this Agreement ("Usage-based Fees") will be charged for Services rendered at any time during a calendar month for that complete month and for any remaining months in the Term, and not prorated. Usage-based Fees will become due on or shortly after the 1st date of the same month. Provided that you respond promptly to remove Users beyond the limits stated in the Order Form, we will not charge Usage-based Fees beyond these limits.

You will not be charged Usage-based Fees during a Free Trial, or during an agreed Free Trial period preceding a paid Subscription, as outlined in the Order Form.

Subject to any adjustments in Fees resulting from your usage of our Service outlined in the Order Form, we will not change the monthly usage-based Fees charged to you during each Term, or during each Renewal Term. We do reserve the right to modify the Fees at the start of any Renewal Term, provided that we notify you ten days prior to the commencement of such Renewal Term.

Payment Terms: Payments are due in accordance with the payment method and terms indicated in the Order Form, payable in US dollars unless otherwise stated. You are responsible for paying any with-holding, sales, value-added or other taxes, duties or charges applicable to the Fees, other than our income taxes.

If you choose to automatically charge the Fees to an authorized credit card, bank card or bank account that you provide to us, you will be asked to provide your credit card, bank or other financial information ("your Financial Information") to an accredited, secure third party payment processing service ("Payment Processor"). The Payment Processor will not share your Financial Information with us and we will not store your Financial Information on our servers without your express permission. By subscribing to our Service and choosing to automatically charge the Fees

in this manner, you authorize the Payment Processor to automatically charge the Fees to your credit card, bank card or bank account when they become due.

Past-due Payments: If your payment fails or payments become past due you agree for us to collect outstanding Fees using alternative payment methods, and to pay all outstanding Fees to us upon request. We reserve the right in our sole discretion to charge fees for late payment of the lesser of 1.5% per month or the maximum permitted by law, and/or to suspend or terminate your access to our Services after notifying you of our intent to such termination, in accordance with the terms of section 10 (Termination).

We reserve the right to periodically audit the number of your active Users of our Service, and to adjust applicable Usage-based Fees according to the results of such audit and according to the usage limits outlined in the Order Form, including retro-spective adjustments back to the previous audit. We will notify you in advance of such audit.

10. Termination

This Agreement will commence on the date you first accepted the terms of this document, and will continue in effect until terminated in accordance with this section. Except as otherwise provided herein, all sections of this Agreement that by their nature should survive termination or expiration of this Agreement, will survive termination or expiration, including without limitation sections 1, 4, 6, 7, 11, 12, 13, 14, 15 & 17.

Termination at The End of The Term: Subject to any notice requirements, this Agreement shall terminate at the end of any term, unless renewed.

Termination for Cause: Provided that one party gives thirty days written notice to the other party specifying the cause for termination, and further provided that the other party does not remedy (or if a complete cure is not possible, does not make substantial efforts to remedy) the cause for termination within the notice period, the notifying party may terminate this Agreement and any and all license rights or obligations. Cause shall mean the other party:

- Fails to comply with any material terms or conditions of this Agreement, including without limitation the payment of any Fees or other reimbursements due under this Agreement;
- Appoints a receiver or has insolvency, bankruptcy or similar proceedings instituted against it or voluntarily declares insolvency or files a petition in bankruptcy; or
- Makes or attempts to make an assignment, a composition or arrangement with creditors for the benefit of creditors.

Our Termination for Convenience: We have the right to terminate this Agreement and to discontinue offering you our Services for any reason and at any time without liability to you, provided that:

- We make commercially reasonable efforts to give you thirty days notice of such termination;
- We reimburse to you the unused portion of any pre-paid Fees, prorated from the date of termination of our Services until the end of the Term or applicable Renewal Term; and
- We retain your Data in our databases for you to extract, download or copy such Data under the terms outlined below in this section.

Your Termination for Convenience: You may terminate this Agreement and discontinue your use of our Services at any time without liability to us, provided that:

- You give us thirty days notice of such termination;
- We are not obligated to refund any advance payments or pre-paid Fees, or any Usage-based Fees for calendar months up to and including the termination date; and
- All payments that would have been due to us throughout the remainder of the Term or Renewal Term, other than Usage-based Fees for months starting after the termination date, become immediately due for payment in full by you.

Upon termination or expiry of this Agreement, you and your Users' access will be discontinued and they must immediately stop using our Services. On termination or expiry of this Agreement both parties will promptly return the confidential or proprietary information of the other party. All of your Data will be retained in our databases for thirty days if you have a paid Subscription or ten days if you have a Free Trial, following termination of this Agreement ("Data Retention Period"). Upon your request during the Data Retention Period, we will provide you with an electronic copy of retained Data, or a means to extract this Data, subject to our right to charge you a reasonable fee for any additional services or support provided to you in the course of extracting your Data. At the end of the Data Retention Period your Data may be permanently deleted from our or from our third party hosting provider's servers, and can no longer be recovered.

11. Confidential Information

Both parties may disclose trade secret, proprietary or information reasonably understood to be confidential - given the circumstances of the disclosure and nature of the information - to the other party; this includes written and oral information, via direct and indirect disclosure, including but not limited to information about our Service, your Data, the terms of this Agreement, verbal or written designs, product plans, computer programs, business and marketing plans, financial information, reports, business processes and best practices ("Confidential Information").

Neither party shall use or disclose, except as necessary to perform its obligations under this Agreement, any Confidential Information of the other party without prior written approval from the other party, except to the extent that such Confidential Information:

- Becomes general public knowledge;
- Was rightfully received from a third party or known by the disclosing party without breaching this obligation;
- Is lawfully required to be disclosed by a court, government body or administrative agency or other legal process, all after giving timely notice to the disclosing party and to the extent possible permitting the disclosing party an opportunity to intervene in any such legal proceeding;
- Is disclosed on a confidential basis to current or prospective investors or acquirers of such party; or
- Needs to be disclosed to the disclosing party's employees, contractors or agents including to Integrated Services, legal or financial advisors, for the purpose of executing this Agreement. Such disclosed-to employees, contractors, agents or advisors shall be bound by the same non-disclosure terms in this section.

Neither party shall remove, alter or obscure any notices of copyright or trademark of the other party.

12. Proprietary Rights

We retain and reserve all right, title and interest in and to our Services and in any materials created, developed or provided by us in connection with this Agreement, including without limitation all intellectual property rights relating to the foregoing and all modifications and derivative works thereof. Nothing in this Agreement will be deemed to transfer the ownership thereof and you have no rights or licenses with respect to our Services, except as expressly provided in this Agreement. You agree to assign and otherwise transfer all rights, title and interest in Feedback provided to us without payment or restriction.

All title and intellectual property rights in and to Integrated Services are the property of the respective content owner and may be protected by applicable copyright or other intellectual property law and treaties. This Agreement does not grant you any rights to use such content except as allowed by such third party. Except as expressly stated, such content is provided 'as-is' and you use Integrated Services at your sole risk.

You retain all right, title and interest in and to any Data input, collected or generated in connection with your use of our Service. You warrant to us that you have and will maintain all rights required to permit the collection, storage and use of such Data in connection with this Agreement.

Provided that we will not disclose or transfer your Data in a manner that specifically identifies you without your consent, you grant us a world-wide, perpetual, non-exclusive right to access, use, reproduce, store, display, transfer and distribute such Data, including without limitation to third party service providers.

You grant us a world-wide, perpetual and irrevocable right to display, disclose and transfer your Data in aggregated form which is not specifically identifiable to you. For more details refer to our [Privacy Policy](#).

13. Warranty & Indemnification

Each party represents and warrants to the other party that it has the full power and authority to enter into this Agreement, that the execution of this Agreement does not violate any other agreement to which it is a party, and that this Agreement constitutes a legal, valid and binding obligation when executed.

Infringement Indemnification: We agree to defend or settle any claim, demand, action, or proceeding initiated by a third party against you to the extent alleging that the technology underlying our Service, or any portion thereof, infringes a third party United States patent or copyright or misappropriates any third party trade secret, provided that you:

- Promptly notify us in writing of the claim (any failure to provide this notice promptly only relieves us of our responsibility pursuant to this section to the extent its defense is materially prejudiced by the delay);
- Grant us sole control of the defense and/or settlement of the claim; and
- Provide us, at our expense, with all assistance, information and authority reasonably required for the defense and/or settlement of the claim, but in a manner consistent with your respective confidentiality obligations and preservation of attorney/client and work product privileges.

In the event of a claim, demand, action or proceeding that the technology underlying our Service, or any portion thereof, infringes or misappropriates any third party intellectual property or other right or, if in our reasonable opinion, such claim, demand, action or proceeding is likely to occur, we shall have the right, at our sole cost and expense, to either:

- Obtain the right to continued use of the affected portion of our Service;
- Modify or replace, in whole or in part, the affected portion of our Service to eliminate the infringement or misappropriation; or
- If we are unable to provide the Service with replacement or modification, we shall have the right to terminate the Agreement pursuant to Section 10 (Our Termination for Convenience) and we shall refund and we shall have no further liability as a result thereof provided that we:
 - Return all sums due to you pursuant to Our Termination for Convenience provisions in section 10
 - Make commercial reasonable efforts to restore your Data to you, including retaining such Data as outlined in section 10.

The provisions of this section constitute your sole remedy and our exclusive liability related to our Services with respect to any infringement, violation, or misappropriation of any intellectual property right.

You represent and warrant that:

- You have full rights, title and interest in your Data to allow us to provide our Service;

- Your Data and other materials and information used in connection with our Service, as well as any User of our Service, does not and will not during this Agreement violate any law, rule, regulation or industry self-regulatory regime, including without limitation data privacy laws;
- Your Data and other materials and information used in connection with our Service does not and will not during this Agreement infringe the copyright, trade secret, privacy or other intellectual property rights of a third party;
- You will defend and hold us harmless from and against any third party demand, claim, proceeding or suit against us that alleges your Data infringes a third party's intellectual property rights, patent, trademark or other claims of right ("Claim Against Us"), and indemnify us against any such damages finally awarded against us as a result of such Claim Against Us, including reasonable legal fees and all expenses and costs of litigation, provided that we promptly notify you, and either give you an opportunity to participate and assist in such defense at your cost and expense or at our discretion give you control over the defense and settlement of, such Claim Against Us;
- You have and will maintain during this Agreement all consents, authorizations and clearances from third parties for you to use the Data in connection with our Services, as may be required for us to provide our Service or as permitted under this Agreement; and
- You will not provide us with any personally identifiable information, health information, financial information, medical information or other information regarding children under thirteen years of age, or other sensitive information of a third party.

Disclaimer: We will not be liable to you or to any third party for any harm related to, caused by or arising out of the use or storage of your Data in connection with this Agreement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR SERVICE IS PROVIDED 'AS IS' AND YOU AGREE THAT YOUR USE OF OUR SERVICE IS AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR SUPPLIERS, LICENSORS, AND PARTNERS, MAKE NO WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, INCLUDING IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE. iBE AND ITS SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OUR SERVICE WILL BE CORRECT, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVICE OR THE SERVERS THAT MAKE OUR SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OUR SERVICE AND WE HAVE NO LIABILITY FOR YOUR USE OF OUR SERVICE, INCLUDING WITHOUT LIMITATION FOR ANY DELETION, DAMAGE, LOSS OF, OR FAILURE TO STORE YOUR DATA. WE AND OUR SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT THE RESULTS OF YOUR USE OF OUR SERVICE. YOU UNDERSTAND AND AGREE THAT YOU IF YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH OUR SERVICE (INCLUDING WITHOUT LIMITATION PLUG-INS) OR ANY THIRD PARTY SERVICES, IT IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING WITHOUT LIMITATION YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

14. Limitation of Liability

EXCEPT WITH RESPECT TO LIABILITIES ARISING OUT OF YOUR BREACH OF SECTION 5 (ACCESS SECURITY), OR EITHER PARTY'S BREACH OF SECTION 11 (CONFIDENTIALITY) OR SECTION 13 (INDEMNIFICATION), NEITHER PARTY, NOR THEIR AFFILIATES, THIRD PARTY SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND BUSINESS PARTNERS,

SHALL BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY LEGAL FEES, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST BUSINESS, REVENUE, ACTUAL OR ANTICIPATED PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), OR OTHERWISE, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. EXCEPT WITH RESPECT TO LIABILITIES ARISING OUT OF YOUR BREACH OF SECTION 5 (ACCESS SECURITY), OR EITHER PARTY'S BREACH OF SECTION 11 (CONFIDENTIALITY) OR SECTION 13 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY'S LIABILITY AND DAMAGES UNDER THIS AGREEMENT EXCEED THE SUM OF THE TOTAL FEES PAID TO US UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE THE CLAIM FIRST AROSE. THE PARTIES AGREE THAT THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT INCREASE THE FOREGOING LIMIT, AND THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

We have no control over Integrated Services or links to third-party contact, and therefore make no claim or representation regarding (and expressly disclaim responsibility for) the accuracy, quality, legality, nature, availability or reliability of Integrated Services or of content links to or by our Service. We provide Integrated Services to you only as a convenience, and the inclusion of any such Integrated Service does not imply our affiliation, endorsement, or adoption of the linked site or of any information therein. Access and use of Integrated Services including without limitation the information, material, documents and features of third party services is solely at your own risk. When you leave our Service, our terms and policies no govern. You should therefore review applicable terms and policies, including privacy and data collection and disclosure practices, of any Integrated Service.

15. Governing Law & Arbitration

The parties agree that this Agreement is subject to the law of the State of New York, without regard to conflict of law principles, and the Federal and State Courts located in New York, New York shall have sole and exclusive jurisdiction over all matters and controversies arising with respect to, under or by reason of this Agreement and the relationship of the parties. Reliance on The UN Convention on the International sale of Goods is waived and shall not govern. Further, all parties agree to submit to the personal jurisdiction of the courts in New York and waive any objection to venue in the courts in New York. The parties agree to waive trial by jury. Except as provided hereafter with respect to equitable matters, the parties agree that before initiating any litigation in court they shall make good faith efforts to resolve their disputes amicably. Within ten (10) business days after either party serves a notice of a dispute, senior officers from each party having authority to resolve the dispute shall personally meet and attempt in good faith to resolve the dispute. If such attempt is unsuccessful, the parties agree within five (5) additional business days to submit the matter to mediation before JAMS (formerly Judicial Arbitration and Mediation Service) in New York and to cooperate to obtain the earliest possible mediation date. If after such mediation is completed, the matter has not been resolved, the parties may resort to litigation in the courts. Nothing herein shall be deemed to prevent either party from seeking any equitable remedy in court to prevent immediate, irreparable injuries subject to equitable remedies. Such application for or granting of an equitable remedy shall not preclude the mediation efforts described herein with respect to any non-equitable matters.

16. Publicity

You grant us the right to list you as a customer, including placement of your name, logo or brand and a brief summary description of your company on our Site. Subject to your continued use of and general satisfaction with our Service, and subject to the terms of any applicable client

referral, loyalty or rewards program, you will make commercially reasonable efforts to support prospect reference calls, marketing events or promotional materials proposed by us.

Other than described in this section, we will not publish promotional material referencing your use of our Service without your prior written approval, which will not be unreasonably withheld. Neither party will disclose details of this Agreement without the other party's prior written approval.

17. Other Terms

Assignment: Neither party may transfer or assign this Agreement without prior written approval of the other party, provided that both parties shall have the right to assign this Agreement without the consent of the other party to a successor by way of any merger (by operation of law or otherwise), acquisition, consolidation, reorganization, change in control or sale of all or substantially all of its assets related to this Agreement, or similar transaction. This Agreement shall inure to the benefit of and shall be binding on the parties' permitted assignees, transferees and successors.

Independent Parties: The parties are independent contractors with respect to each other. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture among the parties hereto, or an employee-employer relationship. Nothing in this Agreement gives either party the power to direct or control the day-to-day activities of the other party, to represent or act as an agent for the other party, or to enter into any other agreement on behalf of the other party, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third parties.

Export Compliance: Our Service, and derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use our Service in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

Severability & Counterparts: If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality, or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable, and distinct.

Non-Solicitation: Each party acknowledges that the other party's employees and contractors are valuable assets and may be difficult to replace. Accordingly, during the Term and Renewal Terms of this Agreement, and for a period of six months afterwards, neither party will directly solicit employees of the other party for hire, employment or as potential customers, without prior written approval of the other party.

Section Headings: Section headings are for reference purposes only, and should not be used in the interpretation hereof.

Third Party Beneficiaries: Our Service includes an optional third-party Integrated Service for bank and bank card transaction integration from Yodlee Inc. described in more detail at www.yodlee.com ("Yodlee"). You understand and agree that your use of our Service is subject to, and shall at all times comply with relevant third-party terms and conditions including but not limited to the [Yodlee Minimum End User Terms](#) available at our Site. The Yodlee Minimum End User Terms are hereby incorporated into this Agreement by reference.

Construction: This Agreement shall be fairly interpreted and construed in accordance with its terms and without strict interpretation or construction in favor of or against either party, as drafter or otherwise. Each party has had the opportunity to consult with counsel in the negotiation of this Agreement. No trade usage or other regular practice or method of dealing between the parties shall modify, interpret, supplement or alter in any manner the express terms of this Agreement.

Entire Agreement: This Agreement, including any Order Form completed herewith, constitutes the entire agreement between the parties regarding the subject matter stated herein, and supersedes all previous communications, representations, understandings, and agreements, either oral, electronic, or written. Except as set forth in the Order Form or an addendum expressly referencing this Agreement, nothing contained in any purchase order or other document shall in any way modify this Agreement or add any additional terms or conditions. In the event of a conflict between the terms of this Agreement and any such addendum expressly referencing this Agreement, the terms of the addendum, as the case may be, shall prevail.

Waiver: Any waiver of any provision of this Agreement must be provided in writing and signed by a duly authorized representative of both parties to be valid. Such waiver will only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement, or to exercise any term hereof, will not act as a waiver of any right, promise, or term, which will continue in full force and effect.

Force Majeure: Neither party shall be liable to the other for any delay or failure due to causes which are beyond the reasonable control of the performing party, including but not limited to strikes, labor disputes, acts of God, terrorism, war, riot, civil disruption, compliance with government orders, laws and regulations, accidents, fire, flood, epidemics, or acts and omissions of carriers, telecommunications providers, Internet service providers, or other third-party service providers in connection with the Service ("Force Majeure Event"). In case of a Force Majeure Event, the affected party shall promptly notify the other party and the performance of any affected obligations shall be suspended during the time such Force Majeure Event exists. If a Force Majeure Event prevents performance of a substantial obligation for longer than thirty (30) consecutive days then either party may terminate this Agreement on five (5) days' notice without penalty to either party.

Notices: Any notices required by this Agreement will be valid if sent by email, fax or letter to one of the other party's nominated contacts, maintained in the Order Form or other written or verbal communication between the parties. All notices will be presumed to have been received the earlier of when receipt is acknowledged by the other party, when hand delivered to the other party, five days after mailing a letter, or on the next business day (assuming normal business hours for the receiving party) following the date of a successful facsimile or email transmission.