



SALESJUNCTION SUBSCRIPTION SERVICE AGREEMENT

THIS SUBSCRIPTION AGREEMENT (HEREINAFTER “AGREEMENT”) GOVERNS YOUR USE OF THE SALESJUNCTION SERVICE. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING THE “I ACCEPT” BUTTON, USING AND/OR CONTINUING TO USE THE SALESJUNCTION SERVICE, YOU (HEREINAFTER “CUSTOMER”) AGREE TO THE FOLLOWING TERMS AND CONDITIONS. YOU REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND HAVE THE LEGAL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT WITH SALESJUNCTION A BUSINESS DIVISION OF SILVER CLOUD PARTNERS, LLC (HEREINAFTER”SALESJUNCTION”). IF YOU ARE SUBSCRIBING TO USE THE SALESJUNCTION SERVICE (HEREINAFTER “SERVICE”) ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND THE COMPANY TO THE TERMS GOVERNING THE USE OF THE SERVICE, AND THAT TERM “CUSTOMER” MEANS YOUR COMPANY AND ALL OF ITS EMPLOYEES. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, OR IF YOU DO NOT HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, THEN YOU MUST NOT SELECT THE “I ACCEPT” BUTTON AND YOU WILL NOT BE GIVEN ACCESS TO USE THE SERVICE. SALESJUNCTION MAY CHANGE THIS AGREEMENT FROM TIME TO TIME WITHOUT PRIOR NOTICE. CUSTOMER CAN REVIEW THE MOST CURRENT VERSION AT [HTTP://WWW.SALESJUNCTION.COM](http://www.salesjunction.com). THE REVISED TERMS AND CONDITIONS WILL BECOME EFFECTIVE UPON POSTING AND CUSTOMER’S USE THEREAFTER WILL BE CUSTOMER’S ACCEPTANCE OF THE REVISED TERMS AND CONDITIONS. IF ANY CHANGE TO THIS AGREEMENT IS NOT ACCEPTABLE CUSTOMER’S SOLE REMEDY WILL BE TO DISCONTINUE THE USE OF THE SERVICE.

1. CUSTOMERS AND USERS

The term “Customer” shall mean the individual or legal entity identified to SalesJunction during registration for the Service via the salesjunction.com web site. The term “User” and “Users” shall mean an individual, and if the Customer is representing a business, the term shall also include its employees and agents, who access the Service established by the Customer.

2. THE SERVICE

SalesJunction will provide the Customer with the use of the SalesJunction web-based software, consisting of a browser interface, data transmission, data encryption, available data access, and data storage. The Customer’s sign-up and registration for, or use of, the Service at salesjunction.com shall be deemed to be the agreement by the Customer to abide by the terms and conditions of this Agreement.

3. SERVICE ACCESS

The Customer is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Service, and for paying all third-party access charges incurred while using the Service.

4. PROPRIETARY SOFTWARE AND LICENSE

Customer acknowledges, and agrees, that the Service uses proprietary software (hereinafter “Software”) owned by SalesJunction, and the Customer is being granted an individual, non-exclusive, non-transferable license to use the Software subject to the terms and conditions of this Agreement. The Customer acknowledges, and agrees, that the Customer, its employees and agents, are expressly prohibited, directly or indirectly, from attempting to discover the source code, underlying algorithms, or technology of the Software; rent, lease, sell, assign, or transfer rights to the Software; modify or make derivative works based on the Software; or use the Software in any service bureau or timeshare capacity. The Customer acknowledges, and agrees, that SalesJunction is the exclusive owner throughout the world of the Software, including subparts, additions, extensions, versions, updates and copies, and all rights not expressly granted to the Customer are reserved by SalesJunction. SalesJunction also reserves the right to modify its software within its sole discretion at anytime.

5. FIFTEEN DAY FREE TRIAL

The Customer will be given a fifteen (15) day free trial period to use the Service. Commencement of the 15-day period starts with the date of acceptance of this Agreement. The Customer acknowledges, and agrees, that following the expiration of the 15-day trial, SalesJunction may notify the Customer of the expiration of the free trial period, and the Customer acknowledges, and agrees, that continued use of the service beyond the 15-day trial date will automatically activate this Service Agreement, and constitute acceptance of the obligation to pay for the Service under the terms and conditions of this Agreement. SalesJunction’s obligations to the Customer under this Agreement shall not commence until expiration of the trial period.

6. BILLING PERIOD AND PAYMENT METHOD - MONTHLY PAYMENT PLANS

SalesJunction charges and collects fees in advance for the use of the Service. If the Customer selects a monthly payment plan, the Customer acknowledges, and agrees, that the Service will be provided on a monthly billing cycle. A recurring billing charge will automatically be applied to Customer every month for the total monthly license fees. Payment shall be by Credit Card in U.S. Dollars. The Customer agrees to pay the total monthly license fees in accordance with the license fees and billing terms in effect at the time the fees are rendered or received. The license fees are nonrefundable whether or not any, or all, of the User Licenses are actively used for the Service during the payment month. The total monthly license fees, or portions thereof, are nonrefundable if the Customer chooses to cancel the Service prior to the end of the monthly billing cycle. Customer is responsible for proper use of its’ credit cards by its’ officers, employees and agents. SalesJunction shall not be responsible for improper credit card use by the customer and/or for errors and omissions of Customer and/or its’ credit card company.

7. BILLING PERIOD AND PAYMENT METHOD – ANNUAL PAYMENT PLANS

SalesJunction charges and collects fees in advance for the use of the Service. If the Customer selects an annual payment plan, the Customer acknowledges, and agrees, that the Service will be provided on an annual billing cycle (12 months). A recurring billing charge will be automatically issued to a Customer every year for the total annual license fee. Payment shall be by Credit Card payable in U.S. Dollars. The Customer agrees to pay the total annual license fee for its account in accordance with the annual license fee and billing terms in effect at the time the fee is due and payable. The annual license fee is nonrefundable whether or not any, or all, of the user licenses

are actively used for the Service during the yearly payment cycle. The annual license fee, or portions thereof, is nonrefundable if Customer chooses to cancel the Service prior to the end of the annual billing cycle.

8. CALCULATION OF MONTHLY LICENSE FEES

Monthly license fees charged to the Customer shall be equal to the current number of user licenses in affect at the time of the Customers' billing cycle, multiplied by the license fee per user rate in affect at the time of the Customer's billing cycle (plus any excess storage fees). The total monthly license fee applies only to those Customers on a monthly payment plan.

9. CALCULATION OF ANNUAL LICENSE FEES

Annual license fees charged to the Customer shall be equal to the current number of user licenses in affect at the time of the Customers' billing cycle, multiplied by the license fee per user rate in affect at the time of the Customer's billing cycle (plus any excess storage fees). The annual license fee applies only to those Customers on an annual payment plan.

10. EXCESS DATA STORAGE AND EMAIL FEES

If the amount of disk storage required exceeds the maximum service limits, you will be charged the then-current storage fees. SalesJunction will use reasonable efforts to notify you when the average storage used per license reaches approximately 90% of the maximum; however, any failure by SalesJunction to so notify you shall not affect your responsibility for such additional storage charges. SalesJunction prohibits use of email for "spamming" (sending emails to addresses who have not opted to receive from sender) and reserves the right to limit the number of emails Customers may send at one time in its sole discretion. SalesJunction may also at its sole discretion, charge for emails over the daily maximum of 1,000 per company. The current charge for each excess email is one-half of one cent (\$0.005). SalesJunction reserves the right to establish or modify its general practices and limits relating to storage of Customer Data or Email.

11. LICENSE FEE PER USER

The Customer acknowledges, and agrees, that the Service is billed on a license fee per user basis. A billable user shall constitute the highest number of any and all user IDs setup in the Customer's account during any billing period. SalesJunction reserves the right to change the license fee and usage policies, and to introduce new charges at any time, so long as these changes are only effective upon renewal of a customers monthly, annual or other period of agreed billing increments. Total user licenses represents the total number of users who may access the Service using the Customer's account. The total user licenses are initially established, and contracted for, during the sign-up process, and subsequently may be increased, or decreased, using the user setup procedures within the Service. The Customer acknowledges, and agrees, that increases in the number of user licenses will be charged at the current license fee per user rate and shall be billed during the next Customer billing cycle, and that decreases in the number of user licenses will become effective during the next Customer billing cycle. A billable user shall constitute any and all user IDs setup in the Customer's account. The Customer also acknowledges that it has the responsibility to adjust decreases in the number of user licenses in the Service setup area, prior to the Customer's next billing cycle.

12. LOCAL AND STATE TAXES

Billing amounts are exclusive of all taxes, levies, or duties that may be imposed by taxing authorities having jurisdiction over the Customer's access location. Due to the mobility of access to the Service, the Customer acknowledges, and agrees, to be responsible for the payment of such taxes, levies, or duties, if any.

13. BILLING ERRORS

The Customer must contact SalesJunction in writing within 30 days of receiving an invoice or billing receipt containing the amount in question in order to be eligible to receive a credit or adjustment.

14. SERVICE AGREEMENT RENEWAL

The Customer acknowledges, and agrees, that this Service Agreement is a monthly, bi-annual, annual or other agreed duration, and shall automatically renew each month, bi-annually, annually or other agreed duration unless either party requests a change to the Agreement or its termination at least 30 days in advance of its renewal date. In the absence of 30 days notice from either party, the agreement will remain in effect and payment will be due.

15. NON-PAYMENT

In the event the Customer account becomes overdue, SalesJunction reserves the right to suspend the Service provided to the Customer. The Customer acknowledges, and agrees, that suspension of the account will deny the Customer, and all users accessing the Service under the Customer account, access to the Service until delinquent accounts are paid in full. In addition to the rights granted herein, SalesJunction reserves the right to terminate this Agreement in accordance with the terms and conditions of this Agreement. Any damages or disruption due to non-payment shall be the responsibility of Customer and SalesJunction shall have no liability therefor.

16. TERMINATION OF SERVICE AGREEMENT

The Customer may terminate this agreement by cancelling the Service. Upon termination of the Agreement for any reason, the Customer, and all users accessing the Service under the Customer account, will immediately cease all use of the Service. After termination, SalesJunction will remove all data in the Customer account. SalesJunction will make a file of the Customer data available to the Customer for a fee if the Customer makes such a request in the Service Setup area prior to cancelling Service. The Customer acknowledges, and agrees, that SalesJunction is not obligated to retain the Customer data after termination, and will delete the data after such time. SalesJunction reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend, or terminate the account (any part thereof) or use of the Service and remove and discard any Customer content in the Service, for any reason. SalesJunction will use its reasonable efforts to publish on the Site or notify Customer about any planned downtime of the Service, and will use reasonable efforts to contact Customer directly via email prior to suspension or termination. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of Customer's use of Service, may be referred to appropriate law enforcement authorities. SalesJunction shall not be liable to Customer or any third party for any modification, suspension or discontinuation of the Service.

17. ACCURATE CUSTOMER INFORMATION

The Customer agrees to update the billing information area of the Service with accurate billing and contact information, including legal name, company name (if applicable), street address, telephone number, and Email address. Customer also agrees to update the Service with any changes to this information within a period not to exceed 30 days. SalesJunction reserves the right to terminate Customer access to the Service, without any obligation to return Customer data, if the Customer provides false or fraudulent contact or billing information.

18. CUSTOMER ACCOUNT SECURITY AND PASSWORDS

The Customer is responsible for any and all activities that occur within the Customer's account, and where applicable, the activities that occur within additional accounts established by the

Customer. The Customer will choose, or be temporarily assigned, all applicable passwords to use with the Service. The Customer shall be responsible for maintaining the confidentiality of their passwords and account data, and where applicable the passwords and accounts of each user accessing the Service. Any unauthorized use or breach of security of a Customer account, and where applicable other accounts established by the Customer, shall be reported immediately to SalesJunction.

19. CUSTOMER SUPPORT

SalesJunction, or its designee(s), shall provide Email or telephone support during normal business hours (9:00am to 5:00pm Eastern Time Zone) Monday-Friday, except on holidays.

20. CUSTOMER ACCOUNT DATA

SalesJunction acknowledges that all data submitted to the SalesJunction.com Service by the Customer, or its agents, is intellectual property owned exclusively by the Customer. The Customer acknowledges, and agrees, that the accuracy, integrity, reliability, quality, legality, and copyright protection of Customer Data shall be the sole responsibility of the Customer, and SalesJunction shall not be held accountable or liable for any correction, deletion, loss, destruction, or failure to store any such data.

21. CONFIDENTIALITY OF CUSTOMER DATA

All Customer account data is considered confidential. SalesJunction will not share, rent, sell, or trade Customer information or Customer account data. SalesJunction may use the Customer's contact information to contact the Customer to provide support, evaluate the satisfaction of service, or ensure proper billing and payment for the Service.

22. DATA BACKUP AND SECURITY

SalesJunction shall use all reasonable efforts to protect the Customers data and conduct data backups.

23. INAPPROPRIATE USE

The Customer, and employees or agents, will not use the Service in any way to transmit through the Service any unlawful, harassing, libelous, unsolicited commercial email ("spam"), abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind. The Customer agrees to defend, indemnify, and hold SalesJunction harmless against any claim or action, civil or criminal, that arises from the Customer's use of the Service in any manner.

24. INDEMNITY

Customer will indemnify and hold harmless SalesJunction and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of Customer's access to or use of the Service or Customer's violation of this Agreement.

25. EXPORT REGULATIONS

The Customer agrees to comply strictly with all U.S. export laws and controls and assumes sole responsibility for obtaining licenses or permits for export or re-export as may be required.

26. ASSIGNMENT

This Agreement may not be assigned by the Customer without the prior written approval of SalesJunction, and may only be assigned to a parent or subsidiary, an acquirer of assets, or a successor by merger of the Customer.

27. CHOICE OF LAW

The laws of the state of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights of the parties hereto. Jurisdiction for any and all legal actions shall be in the state of Georgia, DeKalb County.

28. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of the Agreement shall nevertheless remain in full force and effect.

29. MODIFICATION OF SERVICE

SalesJunction reserves the right to change the terms and conditions of this Agreement, and all policies relating to the Service, at any time. SalesJunction shall notify the Customer by posting an updated version of this Agreement on the Service. Customer is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Customer's consent to such changes.

30. NOTICES

Any and all notices, demands, or other communications required or desired to be given hereunder relating to the terms and conditions of this Agreement shall be made in writing and shall be validly given to a party if personally served; or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested; or if by email when receipt is electronically confirmed. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service.

31. WARRANTY, DISCLAIMERS AND LIABILITY LIMINATION

THE SERVICE IS PROVIDED TO THE CUSTOMER STRICTLY ON AN "AS IS" BASIS AND SALESJUNCTION AND ITS LICENSORS MAKE NO WARRANTY, REPRESENTATION, OR GUARANTY, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, RELIABILITY, AVAILABILITY, OR ACCURACY OF CONTENT. SALESJUNCTION DOES NOT GUARANTY, WARRANT, OR REPRESENT THAT THE SERVICE WILL BE SECURE, UNINTERRUPTED, ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. IN NO EVENT SHALL SALESJUNCTION BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. SALESJUNCTION'S LIABILITY SHALL BE LIMITED TO ONE MONTH'S SERVICE FEE CALCULATED ON THE BASIS OF THE MONTH PROCEEDING THE DATE OF A CLAIM FOR MONETARY DAMAGES THIS APPLIES TO BOTH MONTHLY AND ANNUAL PAYMENT PLANS .

32. ARBITRATION

Customer agrees that any dispute which it may have arising out of this Agreement, shall be submitted to binding arbitration, such arbitration shall be conducted by a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association in effect from time to time and in accordance with the following provisions: a) Customer shall commence the arbitration by filing a written submission detailing the dispute and the relief requested; b) no depositions or other discovery shall be conducted in connection with the arbitration and the arbitration shall take place in DeKalb County, Georgia; c) Customer is not required to use the America Arbitration Association, only the Commercial Rules thereof; d) not later than 30 days after the conclusion of the arbitration hearing, the arbitrator shall prepare and distribute a writing setting forth the arbitral award. The decision of the arbitrator shall be final, conclusive and

binding and judgment thereon may be entered and enforced in any court of competent jurisdiction. However, the Arbitrator shall not have the power or authority to grant injunctive relief, specific performance or other equitable relief, nor shall the arbitrator have the power or authority to modify or disregard any provision of this Agreement; e) each party shall bear its own costs and expenses incurred in connection with the arbitration, except that the fees and costs of the arbitrator shall be shared by Customer and SalesJunction equally.