**Subscription Services Agreement**

This agreement is between Mudiam, Inc. a \_\_TEXAS\_\_\_\_\_\_\_ corporation (**Mudiam**), and the entity or individual agreeing to these terms (**Alina Nisenzon Company**). It is dated as of the date Mudiam signs below.

1. **PAyroll tax Software- service**. This agreement provides Customer access and usage of an Internet based software service as specified on an order and as further outlined at: www.paymycheck.info (**Service**). In addition, implementation services may be provided under this agreement (**Implementation Services**).
2. **USE OF SERVICE**.
3. **Customer Owned Data.** All data uploaded by Customer remains the sole property of Customer, as between Mudiam and Customer (**Customer Data**). Customer grants Mudiam the right to use the Customer Data solely for purposes of performing under this agreement. During the term of this agreement, Customer may export its Customer Data as allowed within the Service.
4. **Contractor Access and Usage**. Customer may allow its contractors to access the Services in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its contractors.
5. **Customer Responsibilities.** Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Mudiam promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service’s User Guide, Help Files and applicable law.
6. **Mudiam Support.** Mudiam must provide customer support for the Service under the terms of Mudiam’ Customer Support Policy (**Support**) which is located at [www.paymycheck.info](http://www.paymycheck.info) and is incorporated into this agreement for all purposes.

1. **SERVICE LEVEL AGREEMENT & WARRANTY**.
2. **Services Warranty.** Mudiam warrants to Customer: (i) that commercially reasonable efforts will be made to maintain the online availability of the Service for a minimum of availability in any given month as provided in the chart below (*excluding* maintenance outages, force majeure, and outages that result from any Customer technology issues); (ii) the functionality or features of the Service may change but will not materially decrease during a paid term; and (iii) that the Support may change but will not materially degrade during any paid term.

**Limited Remedy.** **The Service may be interrupted or contain an error. Customer’s exclusive remedy and Mudiam’s sole obligation for its failure to meet the warranty in a(i) above will be for Mudiam to provide a credit for the applicable month, as provided in the chart above (if this agreement is not renewed, then a refund), for the month; provided that Customer notifies Mudiam of such breach within 30 days of the end of that month.**

1. **Implementation Services Warranty and Remedy.** Mudiam warrants that, for a period of 30 days from delivery, it has performed the Implementation Services in conformance with generally accepted practices within the software services industry. Customer must notify Mudiam of any breach of this warranty no later than 30 days after delivery of the service.  Customer’s exclusive remedy and Mudiam’s entire liability under this warranty will be for Mudiam to re-perform any non-conforming portion of the Implementation Services, or if Mudiam cannot remedy the breach then refund the portion of the fee attributable to such non-conforming portion of the Implementation Services. This warranty will not apply to the extent Customer, its contractors or agents have modified any item.
2. **Disclaimer.** **Mudiam disclaims all other warranties, including, without limitation, the implied warranties of merchantability, title and fitness for a particular purpose. While Mudiam takes reasonable physical, technical and administrative measureS to secure the Service, Mudiam does not guarantEE that the Service cannot be compromised.** **Customer understands that the Service may not be error free, and use may be interrupted.**
3. **Payment**. Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.
4. **MUTUAL CONFIDENTIALITY.**
5. **Definition of Confidential Information**. Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). Mudiam’s Confidential Information includes without limitation the Service, and Software and Documentation, (including without limitation the Service user interface design and layout, and pricing information).
6. **Protection of Confidential Information**. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.
7. **Exclusions**. Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.
8. **Mudiam PROPERTY**.
9. **Reservation of Rights**. The software, workflow processes, user interface, designs, know-how, Software and Documentation (defined below), and other technologies provided by Mudiam as part of the Service are the proprietary property of Mudiam and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Mudiam. Customer may not remove or modify any proprietary marking or restrictive legends in the Service or Software and Documentation. Mudiam reserves all rights unless expressly granted in this agreement.
10. **Restrictions**. Customer *may not* (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service or the Software and Documentation; or (vi) access the Service or use the Software and Documentation to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
11. **Software and Documentation.** All software provided by Mudiam as part of the Service, and the Service documentation, sample data, marketing materials, training material and other material provided through the Service or by Mudiam (**Software and Documentation**) are licensed to Customer as follows: Mudiam grants Customer a non-exclusive, non-transferable license during the term of this agreement, to use and copy such Software and Documentation, solely in connection with the Service.
12. **TERM and Termination.**
13. **Term**. This agreement continues until all orders have terminated.
14. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
15. **Return of Customer Data.**

* *Within 30-days after termination,* upon request Mudiam will make the Service available for Customer to export the Customer Data, as allowed by the Service.
* *After such 30-day period,* Mudiam has no obligation to maintain the Customer Data and may destroy it.

1. **Return Mudiam Property Upon Termination**. *Upon termination of this agreement for any reason,* Customer must pay Mudiam for any unpaid amounts, and destroy or return all property of Mudiam. Upon Mudiam’s request, Customer will confirm in writing its compliance with this destruction or return requirement.
2. **Suspension for Violations of Law.** Mudiam may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law. Mudiam will attempt to contact Customer in advance.
3. **LIABILITY LIMIT**.
4. **Exclusion of indirect Damages**. **Mudiam is not liable for any indirect, special, incidental or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay; loss of data, records or information; and lost profits).**
5. **total limit on Liability**. **Mudiam’s total liability arising out of or related to this agreement (whether in contract, tort or otherwise) does not exceed the amount paid by Customer within the 12 month period prior to the event that gave rise to the liability.**
6. **Indemnity**.
7. **Defense of Third Party Claims.** Mudiam will defend or settle any third party claim against Customer to the extent that such claim alleges that the Mudiam technology used to provide the Service violates a copyright, patent, trademark or other intellectual property right, if Customer, promptly notifies Mudiam of the claim in writing, cooperates with Mudiam in the defense, and allows Mudiam to solely control the defense or settlement of the claim.

*Costs.* Mudiam will pay infringement claim defense costs incurred as part of its obligations above, and Mudiam negotiated settlement amounts, and court awarded damages.

*Process****.*** If such a claim appears likely, then Mudiam may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If Mudiam determines that none of these are reasonably available, then Mudiam may terminate the Service and refund any prepaid and unused fees.

*Exclusions****.*** Mudiam has no obligation for any claim arising from:

* Mudiam’s compliance with Customer’s specifications;
* A combination of the Service with other technology where the infringement would not occur but for the combination;
* Use of Customer Data; or
* Technology not provided by Mudiam.

This section contains Customer’s exclusive remedies and Mudiam’s sole liability for intellectual property infringement claims.

1. **GOVERNING LAW AND FORUM.** This agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Harris County, TX and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys’ fees and costs from the other party.
2. **OTHER TERMS**.
3. **Entire Agreement and Changes.** This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.
4. **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.
5. **Independent Contractors**. The parties are independent contractors with respect to each other.
6. **Enforceability and Force Majeure**. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for force majeure events.
7. **Money Damages Insufficient**. Any breach by a party of this agreement or violation of the other party’s intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
8. **No Additional Terms.** Mudiam rejects additional or conflicting terms of any Customer form-purchasing document.
9. **Order of Precedence**. If there is an inconsistency between this agreement and an order, the order prevails.
10. **Survival of Terms and no CISG**. Any terms that by their nature survive termination of this agreement for a party to assert its rights and receive the protections of this agreement, will survive. The UN Convention on Contracts for the International Sale of Goods does not apply.

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Alina Nisenzon Company.)** | **Mudiam, Inc.** |
| Signature: | Signature: |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date: | Date: |
| Address: | Address: 7100 Regency Square Dr., Suite # 105  Houston, TX 77036 |