**ACME Inc. Subscription Terms and Conditions**

**1. Scope**

These ACME Inc. Subscription Terms and Conditions (the "Terms and Conditions") form part of the Master Services Agreement (the "Agreement") by and between ACME Inc. Inc., (hereinafter "ACME Inc.") and Customer.

1. **Definitions**
   1. "Agreement" means each Service Order, these Terms and Conditions, and all exhibits and attachments to the foregoing.
   2. "Authorized Usage Level" means the maximum number of Sessions that can be initiated using the Services without incurring an Additional Usage Fee.
2. **Services and Service Levels; Customer Assistance**
   1. above 3.1
   2. **Services and Service Levels.** During each applicable Service Term (as such term may defined in one or more Service Orders executed by the Parties), ACME Inc. will provide the ACME Inc. Offering to Customer.
   3. below 3.1
   4. **Each Service**. Each Service Order specifies an Authorized Usage Level. Customer will at all times ensure that either (a) its use of the ACME Inc.
   5. **Customer Assistance.** If any job requires that any aspect of the ACME Inc. Offering, such as Code implementation, be performed on Customer’s premises.
   6. below 3.3
   7. above 3.4
   8. **Customer** will supply ACME Inc. personnel with such information, resources, and assistance as ACME Inc. may reasonably request.
   9. **Exclusions.** The restrictions on use and disclosure of Confidential Information will not apply to any Confidential Information, or portion thereof, which (a) is or becomes publicly known; (b) is lawfully received from third party without restrictions on disclosure.
   10. below 3.5
3. **Confidentiality**
   1. above 4.1
   2. below 4.1
   3. **Exclusions**. The restrictions on the use and disclosure of Confidential Information will not apply to any Confidential Information, or portion thereof, which (a) is or becomes publicly known through no act or omission of the receiving party.
   4. above 4.3
   5. below 4.3