**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. "Additional Usage Fee" means the fee or fees identified on one or more Service Orders that will apply if Customer's use of the Services exceeds the Authorized Usage Level.
   2. "Agreement" means each Service Order, these Terms and Conditions, and all exhibits and attachments to the foregoing.
   3. "Authorized Domain" means a web domain owned or administered by Customer.
   4. "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. **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.
   2. **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.
   3. **Customer Assistance.** If any job requires that any aspect of the ACME Inc. Offering, such as Code implementation, be performed on Customer’s premises.
   4. **Customer** will supply ACME Inc. personnel with such information, resources, and assistance as ACME Inc. may reasonably request.
   5. **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.
3. **Confidentiality**
   1. **Obligations.** Each party agrees: that it will (a) hold the other party’s Confidential Information in confidence using the same standard of care as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.
   2. **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.
   3. **Injunctive Relief**. Each party acknowledges that a breach or threatened breach of this Section 8 would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which a party may be legally entitled.