

Master Subscription Agreement

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY AND PRINT IT OR GO TO [HTTP://WWW.JUNYO.COM/LEGAL/MSA](http://www.junyo.com/legal/msa) TO OBTAIN A DOWNLOADABLE COPY OF THE CURRENT VERSION OF THE AGREEMENT TO MAINTAIN A COPY FOR YOUR RECORDS.

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

BY ORDERING, RECEIVING, CONFIGURING, OR OTHERWISE USING JUNYO SERVICES, OR ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU ACCEPT AND AGREE TO THE TERMS OF THIS MASTER SUBSCRIPTION AGREEMENT, THE DOCUMENTATION, AND THE OTHER ITEMS REFERENCED HEREIN AND THEREIN (COLLECTIVELY, THE "AGREEMENT"), ALL OF WHICH ARE INCORPORATED INTO AND FORM PART OF THE AGREEMENT. YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THE AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent.

This Agreement was last updated on September 16, 2014. It is effective between You and Us as of the date of You accepting this Agreement.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement.

"Beta Services" means Our services that are not generally available to customers.

"Contacts" means Contacts accessed or downloaded during use of EdLights Services.

"Content" means Contacts and information obtained by Us from Our content licensors or publicly available sources us updated, altered, deleted or otherwise modified from time to time by Us and provided to You pursuant to an Order Form, as more fully described in the Documentation.

“Documentation” means the official online user guides, documentation, and help and training materials, as updated from time to time, accessible via login to the applicable Service or customer support portal.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Order Form” means the Junyo provided ordering document including a quote, order form, or Statement Of Work specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Purchased Services” means Services that You or Your Affiliate purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

“Services” means the products and services that are ordered by You under a free trial or an Order Form and made available online by Us, including associated offline components, as described in the Documentation. “Services” exclude Content.

“Software” means any software distributed by or through Junyo to You (whose purpose is to access and use the Services or any other purpose) which is designed to be installed by You, or resides at your premises, or is not hosted by Junyo and the associated Documentation but does not include any open source software which cannot be licensed under this Agreement and is therefore subject to its own license.

“User” means an individual who is authorized by You to use a Service, for whom You have ordered the Service, who is assigned a user identification, password, secret key, session token, and/or other means of identification or authentication (“Account Credentials”) for accessing Services or Content. Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.

“We,” “Us,” “Our,” or “Junyo” means the company, Junyo, described in Section 12 (Who You Are Contracting With).

“You” or “Your” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

“Your Data” means electronic data, information and/or files uploaded or submitted by or for You to the Purchased Services or collected and processed by or for You using the Purchased Services, excluding Feedback, and Content provided by Us or our Content licensors.

2. FREE TRIAL

If You register on our website for a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by You for such Service(s). Additional trial terms and conditions may appear on the trial registration web page.

Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL; THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING SECTION 8 (REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

Please review the Documentation during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

3. OUR RESPONSIBILITIES

3.1 Provision of Purchased Services. We will (a) make the Services, Content and Software available to You pursuant to this Agreement and the applicable Order Forms, (b) provide Our standard support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, and (d) strive to provide secure, quality Services, transparent privacy policies, and attentiveness to our customers in accordance with this Agreement.

3.2 Protection of Your Data. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Purchased Services and prevent or address Service or technical problems, (b) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, (c) to disable or remove any Offending Data (per Section 8.3), (d) to correct inaccurate or misleading data (per section 4.6), or (e) as You expressly permit in writing.

3.3 Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

3.4 Beta Services. From time to time, We may invite You to try Beta Services at no charge. You may accept or decline any such trial in Your sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered

“Services” under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. Any information submitted by You in Beta Services (“Beta Data”) may be altered or deleted by Junyo at any time, and Junyo makes no warranties about (a) ability to export or save any Beta Data, or (b) portability or applicability of Beta Data to any current or future Purchased Services. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

3.5 Downtime and Service Suspensions. In addition to our rights to terminate or suspend Services to you as otherwise set forth in the Agreement, you acknowledge that: (i) we shall be entitled, to suspend access to any portion or all of the Services at any time: (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any Service (for which We shall give at least five (5) business days electronic notice and which We shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific time); (b) in the event of a denial of service attack or other attack on the Service or other event that we determine, in our sole discretion, may create a risk to the applicable Service, to you or to any of our other customers if the Service were not suspended; (c) in the event that we determine that any Service is prohibited by law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons; (d) if you engage in any conduct or activities that result in excessive usage or consumption of resources including but not limited to network, processing, or storage, and such usage by you is or may adversely affect the performance or availability of the Services, Junyo’s infrastructure or resources, or Junyo’s other customers; or (e) if you engage in any conduct or activities that Junyo in good faith believes to be in violation of any of the terms and conditions in the Agreement; and (ii) your access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions (all of the foregoing collectively referred to as “Service Suspensions”). Junyo shall make reasonable attempts to minimize the duration of any Downtime or Service Suspensions, and, when practical, attempt to minimize the impact to portions of Services or to affected User accounts. Except as may be set forth in an applicable service level agreement, the Junyo Entities shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Service Suspension. To the extent we are able; we will endeavor to provide you notice of any Service Suspension, but shall have no liability for the manner in which we may do so or if we fail to do so; it being further understood that Junyo may take any mitigating action without liability or notice to Customer in response to the situations described in (i)(c)-(e) above.

3.6 Ongoing Development. As part of our ongoing research and development and continuous improvement initiatives, and subject to Our Warranties (Section 8.2), We may alter the Services, Content, and Documentation from time-to-time, at our discretion, for data analysis, testing, research, troubleshooting, bug fixes, security enhancements, and service improvements.

4. USE OF SERVICES, CONTENT AND SOFTWARE

4.1 Subscriptions. Unless otherwise provided in the applicable Order Form, (a) Services and Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

4.2 Usage Limits. Services, Content and Software are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Service or Content may not be accessed by more than that number of Users, (b) a User's Account Credentials may not be shared with any other individual, (c) a User may not impersonate another User or person, and (d) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service or Content. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional quantities of the applicable Services, Content, or related item such as network, processing or storage capacity, or other resource use promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 5.2 (Invoicing and Payment).

4.3 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, Content and Software, and notify Us promptly of any such unauthorized access or use, and (d) use Services, Content and Software only in accordance with the Documentation and applicable laws and government regulations,

4.4 Usage Restrictions. You will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit or security measures, (h) use Junyo API services other than as specified in Documentation, (i) run or use any automated processes that "crawl", "scrape", or "spider" the Services (j) copy a Service or any part, feature, function or user interface thereof, (k) copy Content except as permitted herein or in an Order Form or the Documentation, (l) frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (m) access any Service or Content in order to build a competitive product or service, (n) reverse engineer any Service (to the extent such restriction is permitted by law), or (o) access the Services or Content for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. We may temporarily suspend Purchased Services due to violations of this Section 4.4, if, in

Our sole judgment, such suspension is needed to protect either the security or integrity of Services. In the event of such suspension, We will notify You as soon as practically possible.

4.5 Removal of Content. If We are required by a licensor to remove Content, or receive information that Content provided to You may violate applicable law or third-party rights, We may remove such Content or so notify You and in such event You will promptly remove such Content from Your systems. If You do not take required action in accordance with the above, We may disable the applicable Content and/or Service until the potential violation is resolved.

4.6 Accuracy. Per section 8.4, we disclaim any warranty of accuracy or applicability of information in Services, however we strive to provide informative, appropriate, and accurate information. We encourage You to provide Feedback about any errors through our customer support channels, and Junyo shall have sole discretion over its response (or to not respond) to such Feedback. You agree that Junyo shall have the right to remove, alter, or attempt to correct in good faith any data or information, including, without limitation, Your Data, that we reasonably believe is incorrect or misleading, and/or resulting from misuse of Services, cheating or fraudulent activity, or software or hardware failures.

4.7 Third Party Clients and Responsibility for Accounts Generally. You are responsible for the compliance with the Agreement of Your Users, employees, volunteers, contractors and others that access Services on your behalf (collectively, “Third Party Clients”). You agree to furnish such information to Us, and to adopt and utilize (and to cause Third-Party Clients to adopt and utilize) such other measures as We reasonably may prescribe, in order to assure that the Services are furnished by Us pursuant to this Agreement only to Third-Party Clients, if any, to whom You have a contractual obligation to provide such Services. You agree that the security of your accounts and of any network or system utilized by You is solely your own responsibility. You are responsible for maintaining the secrecy and security of your passwords and acknowledge and agree that Your Data will be lost and irretrievable if your Account Credentials are lost or misused. You are fully responsible for all activities that occur on your accounts, regardless of whether such activities are undertaken by you or a third party. You further agree that if you believe that the security of your account, Your Data, or of any such network or system has been compromised in any way, you will notify Junyo immediately both by email and telephone. You agree not to interfere with the proper operation of any network or system utilized by Junyo (including but not limited to defeating identification procedures, obtaining access beyond that which you and Third-Party Clients are authorized for, and impairing the availability, reliability, or quality of service for other customers of Junyo) or with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You further agree not to use the Software or Services or knowingly to permit any Third-Party Client to use the Software or Services for or in connection with any illegal or improper purpose or activities or in violation of this Agreement.

5. FEES AND PAYMENT

5.1. Fees. You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term absent written consent by both parties.

5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card (or any successor credit card) for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 11.2 (Term of Purchased Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our Services is 30 or more days overdue (or 10 or more business days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our Services to You until such amounts are paid in full. We will give You at least 10 business days' prior notice that Your account is overdue, in accordance with Section 12.2 (Manner of Giving Notice), before suspending Services to You.

5.5. Payment Disputes. We will not exercise Our rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.6. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 5.6, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

5.7 **Invoices; Errors.** We may only provide you with a single invoice and we may provide all invoices via electronic means including via an online billing statement. If we make an error on your invoice, we will correct it promptly after you tell us and we investigate the charge. **YOU MUST TELL US WITHIN NINETY (90) DAYS AFTER AN ERROR FIRST APPEARS ON YOUR INVOICE (WHETHER IN YOUR ONLINE BILLING STATEMENT OR IF SENT TO YOU). YOU RELEASE US FROM ALL LIABILITY AND CLAIMS OF LOSS RESULTING FROM ANY ERROR THAT YOU DO NOT REPORT TO US WITHIN NINETY (90) DAYS AFTER THE**

ERROR FIRST APPEARS ON YOUR INVOICE (WHETHER IN YOUR ONLINE BILLING STATEMENT OR IF SENT TO YOU). If you do not tell us within this time, we will not be required to correct the error. We can correct billing errors at any time.

5.8. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

6. PROPRIETARY RIGHTS AND LICENSES

6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their right, title and interest in and to the Services, Content and Software, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. License by Us to Use Content. We grant to You a worldwide, limited-term license, under Our applicable intellectual property rights and licenses, to use Content acquired by You pursuant to Order Forms, subject to those Order Forms, this Agreement and the Documentation.

6.3. License by Us to Use Contacts. We grant You a personal, non-sublicensable, non-transferable, nonexclusive, license to use all Contacts for which you have validly paid the applicable fees and which are accessed or downloaded from using the Services during the applicable Order Form Subscription solely for your internal business purposes (including use by a service provider subject to confidentiality and license restriction provisions at least as protective as this Agreement) and not for resale, transfer or any other purpose.

6.4. License by Us to Use Software. With respect to Software acquired by You pursuant to Order Forms, We grant you a limited-term license, under Our applicable intellectual property rights and licenses, subject to those Order Forms, this Agreement and the Documentation. In addition to the other restrictions in this Agreement, you may not circumvent or bypass any technological protection measures in or relating to the Software or Services or disassemble, decompile, or reverse engineer any Software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so; separate components of the Software or Services for use on different devices; publish, copy, rent, lease, or lend the Software or the Services; or transfer the Software, any Software licenses, or any rights regarding the Services, except as expressly permitted by this agreement. You may not use the Services in any unauthorized way that could interfere with anyone else's use of them or gain access to any service, data, account, or network. You may not enable access to the Services by unauthorized third-party applications. We may automatically check your version of the Software. We may also automatically download updates to the Software from time to time. You agree to accept such updates subject to these terms unless other terms accompany the updates. If so, those other terms apply. Junyo isn't obligated to make any updates available and doesn't guarantee that we will support the version of the system for which you licensed the Software.

6.4. License by You to Host Your Data. Junyo does not claim ownership of any Your Data. You hereby grant to Junyo a nonexclusive, worldwide, royalty-free, fully-paid, transferable license to host, cache, record, copy, process, and display Your Data in accordance with the Agreement. Except as

set forth in the Agreement, as between you and Junyo, you retain all right, title, and interest in and to Your Data. You, not Junyo, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Your Data. You agree that Junyo shall not be responsible or liable for the unauthorized access to, alteration of, or deletion, correction, destruction, corruption, damage, loss or failure to secure or store any Your Data due to actions or neglect by Your (or third party) Users, or hardware or software technologies. You acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Data. We strongly encourage you, where available and appropriate, to (a) use encryption technology and strong passwords to protect Your Data from unauthorized access, and (b) routinely archive Your Data. Junyo reserves the right to refuse to post or to remove and/or discard any information or materials, in whole or in part, that Junyo believes in good faith to be unacceptable, undesirable, or in violation of the Agreement. Junyo has no obligation to provide any information (including Your Data) to Customer in any specific format.

6.5. License by You to Use Feedback. You may submit questions, comments, or feedback to Junyo from time to time. Junyo reserves the right to edit and post such questions or comments along with answers, if any. All such communications and any comments, feedback, suggestions, scripts, software, ideas, and other submissions related to the Services submitted to Junyo (collectively, “Feedback”) will be and remain Junyo's property, and all worldwide right, title, and interest in all copyrights and other intellectual property in all Feedback are hereby assigned (and in the future deemed to be assigned) by You to Junyo.

6.6. Federal Government End Use Provisions. We provide the Services, including related Software and Content, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

6.7 Privacy Policy. The Junyo Privacy Policy can be accessed at <http://www.junyo.com/privacy> (“Privacy Policy”) or other location as provided in the Documentation. Notwithstanding the amendment process set forth in these Terms and Conditions, the Privacy Policy may be updated as set forth in the Privacy Policy. You hereby acknowledge that you have accessed and read the Privacy Policy and that it is a part of the Agreement. Your Data, including any personal information or personal data will be stored, transferred and processed by any Junyo Entity in accordance with the Privacy Policy.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), 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. Your Confidential Information includes Your Data; Our Confidential Information includes the Services, Content and

Software; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 7.2.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7.4. Customer Relationship. If permitted in writing by You, which will not be unreasonably withheld, during the term of this Agreement, we may disclose to any third party that You are one of our customers, and may place Your name and logo on Our website and marketing materials for this purpose.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2. Our Warranties. We warrant that (a) We will not materially decrease the overall security of the Purchased Services during a subscription term, (b) the Purchased Services will perform materially in accordance with the applicable Documentation, (c) We will not materially decrease the functionality of the Purchased Services during a subscription term, and (d) the Purchased Services, Content and Software will not introduce Malicious Code into Your systems. For any breach of an above warranty, Your

exclusive remedies are those described in Sections 11.3 (Termination) and 11.4 (Refund or Payment upon Termination).

8.3. Representations and Warranties About Your Data. You represent, warrant and covenant that you: (a) are the owner or authorized licensee of any and all Your Data and have the right to grant the rights set forth herein; and (b) will not publish, post, upload, record, or otherwise distribute or transmit Your Data that: (1) infringes or would infringe any copyright, patent, trademark, trade secret, or other proprietary right of any party, or any rights of publicity or privacy of any party; (2) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising); (3) is inappropriate, profane, defamatory, libelous, obscene, indecent, threatening, harassing, or otherwise unlawful; (4) is harmful to minors or otherwise pornographic; (5) contains any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, personal information, or property of another; (6) is materially false, misleading, or inaccurate; and/or (7) contains information for which you do not have the right to permit Junyo to collect and process as set forth in the Privacy Policy. Any of Your Data determined by Junyo in its sole discretion to be in violation of this Section 8.3 shall be considered “Offending Data”. Junyo may take any action(s) it deems necessary to remove or disable the Offending Data, including suspending account(s) of Users that have submitted or are responsible for Offending Data. Junyo will notify You as soon as reasonably practical of any actions taken under this paragraph.

8.4. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a Purchased Service or the Software in accordance with this Agreement infringes or misappropriates such third party’s intellectual property rights (a “Claim Against You”), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service or Software, We may in Our discretion and at no cost to You (i) modify the Service or Software so that it no longer infringes or misappropriates,

without breaching Our warranties under Section 8.2 (Our Warranties), (ii) obtain a license for Your continued use of that Service or Software in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service or Software upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, or Your breach of this Agreement.

9.2. Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of any Service, Software or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Us"), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

9.3. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability. WITH THE EXCEPTION OF THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10.3. Negotiated Limits. You agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether You have accepted the Software or Services. You acknowledge and agree that Junyo has set its prices and entered into the Agreement in reliance upon the disclaimers of

warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties. The limitations and exclusions provided for by this section reflect an informed and voluntary allocation of risks between the parties and applies to risks both known and unknown that may exist in connection with the Agreement.

11. TERM AND TERMINATION

11.1 Term of Agreement. This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

11.2. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase will not exceed 7% of the per-unit pricing for the applicable Purchased Service or Content in the immediately prior subscription term, unless the pricing in the prior term was designated in the relevant Order Form as promotional or one-time.

11.3. Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and such is not dismissed within 30 days.

11.4. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 11.3 (Termination), We will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 11.3, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

11.5. Your Data Portability and Deletion. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download in our standard provided format as provided in the Documentation. After that 30-day period, We will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control as provided in the Privacy Policy and applicable Documentation, unless legally prohibited.

11.6. Surviving Provisions. The Sections titled “Fees and Payment for Purchase Services,” “Proprietary Rights and Licenses,” “Confidentiality,” “Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Portability and Deletion of Your

Data,” “Who You Are Contracting With, Notices, Governing Law and Jurisdiction,” and “General Provisions” will survive any termination or expiration if this Agreement.

12. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

12.1 General. You are contracting with Junyo, Inc., a Delaware Corporation. Notices should be addressed to: Attn: Office of the Chief Financial Officer Junyo Inc., 1010 Doyle St., Suite 200 Menlo Park, CA 94025.

In any lawsuit arising out of or in connection with this Agreement, the governing law shall be California and controlling United States federal law, and exclusive jurisdiction shall be the courts of San Mateo County, California, U.S.A.

12.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

12.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

12.4. Attorney’s Fees. If either party commences litigation in connection with the Agreement, the prevailing party will be entitled to recover its reasonable attorneys’ fees, costs and other expenses.

13. GENERAL PROVISIONS

13.1. Export Compliance. The Services, Content, other technology We make available, 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 any Service or Content 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.

13.2. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at legal@junyo.com.

13.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Services, Content and Software and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in

writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) if applicable, a separate non-electronic agreement manually signed by authorized representatives of the parties; (2) the applicable Order Form, (3) this Master Subscription Agreement, and (4) the Documentation.

13.4. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.5. Force Majeure. Junyo's performance of the Agreement is subject to existing laws and legal process, and you agree that Junyo may comply with law enforcement or regulatory requests or requirements notwithstanding any contrary term of the Agreement. Each party's obligation to perform its obligations hereunder (other than your obligation to pay fees when due) shall be suspended during any period that the party is rendered incapable of performing by virtue of any criminal acts of third parties, war, viruses, acts of public enemies, severe weather conditions, utility failures, strikes or other labor disturbances, fires, floods, other natural disasters, other acts of God, unforeseeable acts of employees, telecommunication or interruption of Internet service, or any causes of like or different kind beyond any reasonable control of the party.

13.6 Verifying Compliance And Customer Records. You grant to Junyo and its independent accountants the right to examine Your books, records and accounts during Your normal business hours to verify compliance with the Agreement. In the event such audit discloses non-compliance with the Agreement, You shall promptly pay to Junyo the appropriate fees. If such audit determines that fees owed due to non-compliance exceed 10% of the total fees owed during any prior six month period or in aggregate, You shall promptly pay Junyo all fees owed, plus its reasonable cost of conducting the audit.

13.7 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

13.8. Third-Party Beneficiaries. Our Content licensors shall have the benefit of Our rights and protections hereunder with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement.

13.9. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.10. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.