SUBSCRIPTION SERVICES AGREEMENT

This agreement is between SearchStax, Inc., a California corporation (**SearchStax**), and the Customer agreeing to these terms (**Customer**), and is effective as of the date of the last signature below.

1. SOFTWARE SERVICE.

This agreement and the applicable order provide Customer and its Affiliates (defined below) access to and usage of an Internet-based software service, including, without limitation, its features, functions, and user interface, and underlying software, as specified on an order (**Service**). Implementation services (**Implementation Services**) may also be provided by SearchStax if specified under an order.

2. USE OF SERVICE.

a. **Customer Owned Data.** All data uploaded by Customer to the Service remains the property of Customer, as between SearchStax and Customer (**Customer Data**). Customer represents and warrants to SearchStax that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Data for use within the Service under this agreement. In the event that Customer Data contains any personally identifiable information, the parties agree to the terms of the Data Processing Addendum. Customer grants SearchStax 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 by functionality within the Service.

b. **Affiliates and Contractors.** Customer, including its Affiliates, may enter into orders with SearchStax and its Affiliates. An Affiliate entering into an order agrees to be bound by this agreement as if it were an original party hereto. Customer may allow its Affiliates and contractors to use the Service, provided Customer is responsible for their compliance with the terms of this agreement, and use by its Affiliates and contractors is solely for Customer's or Affiliate's benefit. Affiliate means any company controlled by or under common control with the subject entity, directly or indirectly, with an ownership interest of at least 50%.

c. **Customer Responsibilities.** Customer: (i) must keep its passwords secure and confidential and use industry-standard password management practices; (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 SearchStax promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's user guide and applicable law.

d. **SearchStax Support and Service Level.** SearchStax must provide Customer support and a service level for the Service, at the Support and SLA tier levels purchased under an order, in accordance with the terms of SearchStax's Customer Support Policy (**Support**) and Service Level Agreement (**SLA**).

e. **Third Party Service.** The Service interoperates with third party services (**Third Party Service**), and it depends on continuing availability of and access to Third Party Service, including application programming interfaces, for full functionality of the Service.

3. WARRANTY AND DISCLAIMER.

a. **Virus Warranty.** SearchStax warrants that it uses commercially reasonable efforts consistent with industry standards to regularly scan for and remove any "Malware" from the Service. "Malware" means software programs designed to damage or do other unwanted actions on a computer system, including viruses, worms, Trojan Horses and spyware.

b. **Additional Warranty.** SearchStax warrants that neither Support nor the Security Measures (as defined below) will materially decrease during any paid term.

c. DISCLAIMER. SEARCHSTAX DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE SEARCHSTAX TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, SEARCHSTAX DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

4. PAYMENT.

a. **Fees and Payment.** Customer must pay all fees as specified on the order, but if not specified, then within 30 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT and other similar taxes, and Customer is responsible for payment of such taxes at the rate and in the manner for the time being prescribed by law. If SearchStax has the legal obligation to pay or collect taxes for which Customer is responsible under this section, SearchStax will invoice Customer and Customer will pay that amount unless Customer provides SearchStax with a valid tax exemption certificate authorized by the appropriate taxing authority. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.

b. **Nonpayment.** Any invoiced amount not received by SearchStax by the due date may accrue interest at the lower rate of 1.5% per month or the maximum rate permitted by law. In addition, if an invoiced amount is 30 days or more past due, SearchStax may suspend Service and Support until the amount is paid in full, provided SearchStax has given Customer at least 30 days' prior written notice that its account is past due.

5. MUTUAL CONFIDENTIALITY AND DATA SECURITY.

a. **Definition of Confidential Information.** Confidential Information *means* all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, 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**). SearchStax's Confidential Information includes, without limitation, the Service and pricing information. Customer's Confidential Information includes, without limitation, the Customer Data.

b. **Protection of Confidential Information.** Recipient must 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) to: (i) not use any Confidential Information of Discloser for any purpose outside the scope of this agreement; and (ii) limit access to Confidential Information of Discloser 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 Recipient containing protections not materially less protective of the Confidential Information than those in this agreement.

c. **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 before 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) is independently developed by the Recipient without use of 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.

d. **Data Security Measures.**

    i. *Security Measures.* SearchStax: (i) implements and maintains reasonable security measures appropriate to the nature of the Customer Data including, without limitation, technical, physical, administrative, and organizational controls, designed to maintain the confidentiality, security, and integrity of the Customer Data; (ii) implements and maintains industry standard systems and procedures for detecting, preventing, and responding to attacks, intrusions, or other systems failures and regularly tests, or otherwise monitors the effectiveness of the safeguards' key controls, systems, and procedures; (iii) designates an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (iv) identifies reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of the Customer Data that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assesses the sufficiency of safeguards in place to control these risks (collectively, **Security Measures**).

    ii. *Notice of Data Breach.* If SearchStax becomes aware that Customer Data was accessed or disclosed in breach of this agreement, SearchStax will so notify Customer without undue delay, immediately act to eliminate the breach and preserve forensic evidence, and provide available information to Customer regarding the nature and scope of the breach.

6. PROPERTY.

a. **Reservation of Rights.** SearchStax and its licensors are the sole owners of the Service, including all associated intellectual property rights, and they remain only with SearchStax. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. SearchStax reserves all rights that are not expressly granted in this agreement.

b. **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 unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit infringing 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 its related systems or networks; (v) reverse engineer the Service except as allowed by applicable law despite this limitation; or (vi) access the Service to build a competitive service or product, or copy any feature, function, or graphic for competitive purposes. SearchStax may suspend Service to Customer if SearchStax believes in good faith that Customer's use of the Service poses an imminent threat to the security, availability or legality of the Service; in such event, SearchStax will work with Customer to address the issue and restore Service as quickly as possible.

c. **Statistical Information.** SearchStax may compile statistical information related to the performance of the Service and may make such information publicly available, provided that such information does not identify Customer Data, and there is no means to re-identify Customer Data. SearchStax retains all intellectual property rights in such information.

7. TERM AND TERMINATION.

a. **Term.** This agreement continues until the 30th day after all orders have expired, unless earlier terminated as provided below.

b. **Term of Orders.** Unless otherwise stated in an order, (i) orders and all subscriptions under them will automatically renew for additional one-year periods unless a party notifies the other of non-renewal 30 or more days before the renewal date, (ii) an automatically renewing order will remain unchanged from the prior term except for any pricing increase of which SearchStax has notified Customer 60 or more days before the renewal date, and (iii) upon automatic renewal, the per-unit pricing for any Service will not increase by more than 5% over that in the prior term unless the prior pricing was clearly designated in the order as promotional or one-time.

c. **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.

d. **Effect of Termination.** If this agreement is terminated for SearchStax's breach, SearchStax will refund Customer fees prepaid for the remainder of the term of all orders after the termination effective date. If this agreement is terminated for Customer's breach, Customer will pay any unpaid fees for the term of all orders. Upon request, following any termination of this agreement, each party will destroy or return all of the other party's property that it holds.

8. LIABILITY LIMIT.

a. EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, SEARCHSTAX 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 OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.

b. TOTAL LIMIT ON LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR SEARCHSTAX'S INDEMNITY OBLIGATIONS, SEARCHSTAX'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.

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9. INDEMNIFICATION FOR THIRD-PARTY CLAIMS.

a. SearchStax will defend or settle any third-party claim against Customer to the extent that such claim alleges that SearchStax technology used to provide the Service infringes a copyright, patent, trademark, or other intellectual property right, if Customer promptly notifies SearchStax of the claim in writing, cooperates with SearchStax in the defense, and allows SearchStax to solely control the defense or settlement of the claim. *Costs.* SearchStax will indemnify and hold harmless Customer from any infringement claim defense costs it incurs in defending Customer under this indemnity, SearchStax-negotiated settlement amounts agreed to by SearchStax, and court-awarded damages. *Process.* If such a claim appears likely, then SearchStax may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If SearchStax determines that none of these are reasonably available, then SearchStax may terminate the Service and refund any prepaid and unused fees. *Exclusions.* SearchStax has no obligation for any claim arising from: SearchStax's compliance with Customer's specifications; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; Customer Data; or technology or aspects not provided by SearchStax. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND SEARCHSTAX'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

b. If a third party claims against SearchStax that any part of the Customer Data is unlawfully provided to SearchStax or infringes or violates that party's patent, copyright, or other right, Customer will defend SearchStax against that claim at Customer's expense and pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Customer, provided that SearchStax promptly notifies Customer of the claim in writing, cooperates with Customer in the defense, and allows Customer to solely control the defense or settlement of the claim.

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10. GOVERNING LAW AND FORUM.

This agreement is governed by the laws of the State of California (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 Los Angeles County, California, 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.

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11. OTHER TERMS.

a. **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 or waiver of any term of this agreement is effective unless both parties sign it.

b. **No Assignment.** Neither party may assign or transfer this agreement to a third party, nor delegate any duty, except that the agreement and all orders may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all a party's businesses, assets, not involving a competitor of the other party, or at any time to an Affiliate.

c. **Export Compliance.** The Service and Confidential Information 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. Neither party will permit its personnel or representatives to access any Service in a U.S.-embargoed country or in violation of any applicable export law or regulation.

d. **Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an agent, employee, or partner of the other party or the other party's Affiliates.

e. **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 its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of utilities.

f. **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 of this agreement.

g. **No Additional Terms.** SearchStax rejects additional or conflicting terms of a Customer's form-purchasing document.

h. **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.

i. **Survival of Terms.** All provisions of this agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights and such other provisions that by fair implication require performance beyond the term of this agreement must survive expiration or termination of this agreement until fully performed or otherwise are inapplicable. The UN Convention on Contracts for the International Sale of Goods does not apply.

j. **Feedback.** If Customer provides feedback or suggestions about the Service, then SearchStax (and those it allows to use its technology) may use such information without obligation to Customer.

[●](Customer)	SearchStax, Inc. (**SearchStax**)
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address: