

KeyedIn Solutions
Master Subscription Agreement

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

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

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS 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.

This Agreement was last updated on March 15, 2017. 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 ownership and/or voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement.

"Beta Services" means KeyedIn services or functionality that may be made available to You to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"Documentation" means all manuals, descriptions, instructions or other materials, that are in existence or may come into existence during the Term that describe the specifications, operation, functionality or other information regarding the Services and the user instructions for the Services.

"Force Majeure" means all events beyond Our reasonable control, including, for example, acts of war, acts of god, acts of government, earthquakes, floods, embargoes, riots, terrorism, sabotage, labor shortage or disputes (outside of KeyedIn's own employees), or failure or delay of the Internet, Internet service providers, other electronic communications.

"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 an ordering document or online order specifying the Services or Professional Services to be provided under this Agreement 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, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Services" means the products and services that are ordered by You under an Order Form or provided to You under a free trial, and made available online by Us, including associated KeyedIn offline or mobile components, as described in the Documentation. "Services" exclude Third-Party Applications.

"Third-Party Applications" means applications, services or software products that are provided by third parties and that interoperate with the Services.

"User" means an individual who is authorized by You to use the Services, for whom You have purchased a subscription (or in the case of any Services provided by Us without charge, for whom a Services has been provisioned), and to whom You (or, when applicable, Us at Your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We", "Us", "Our" or "KeyedIn" means the KeyedIn company described in Section 11.

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

“Your Data” means electronic data and information submitted by You or for You to KeyedIn.

2. USE OF THE SERVICES

2.1. Provision of Purchased Services. KeyedIn will (a) make the Services available to You pursuant to this Agreement and the applicable Order Form(s), (b) provide applicable KeyedIn standard support for the Services to You as provided in Section 2.9 , (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) scheduled downtime (of which We shall give advance electronic notice as provided in Schedule 1), and (ii) any unavailability caused by events of Force Majeure or failure of Third-Party Applications.

2.2. Free Trials. KeyedIn may offer a free trial of versions or features of the Services (“Free Trials”). KeyedIn will determine, at its sole discretion, the availability, duration (the “Trial Period”) and features of each Free Trial. Additional Free 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. DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

2.3. Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Services are purchased as subscriptions, (b) User 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 User subscriptions will terminate on the same date as the original subscriptions.

2.4. Users. Services are subject to usage limits, including, for example, the quantities specified in Order Forms and Documentation. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Services may not be accessed by more than that number of Users, (b) a User’s password may not be shared with any other individual, and (c) except as set forth in an Order Form, a User identification may only be reassigned to a new individual replacing one who will no longer use the Service. You are solely responsible for the activity of Your Users and shall immediately notify KeyedIn in the event that You or a User becomes aware of any violation of this Agreement. You agree to immediately notify KeyedIn of any unauthorized use of the Services or any other breach of security known or suspected by You or any User and You shall immediately de-activate such User or change the User’s login information.

2.5 Beta Services. From time to time, We may make Beta Services available to You at no charge. You may choose to try such Beta Services or not in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered “Services” under this Agreement; however, all restrictions, Our reservation of rights and Your obligations concerning the Services, and use of any related Third-Party Applications, shall apply equally to Your use of Beta Services. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

2.6. Your Data. You shall provide KeyedIn with all information, assistance and materials as reasonably required for KeyedIn to activate and operate the Services for You pursuant to this Agreement. You grant to KeyedIn a non-exclusive license to use, reproduce, display and distribute, including without limitation to third party service providers, such information and materials in connection with the provision of the Services. We will maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of Your Data; (b) protect against any anticipated threats or hazards to the security or integrity of Your Data; (c) protect against unauthorized disclosure, access to, use or modification of Your Data; (d) ensure the proper disposal of Your Data; and (e) ensure that all KeyedIn employees, agents, and subcontractors comply with all of the foregoing. These safeguards will further include measures for preventing access, use, modification or disclosure of Your Data by Our employees, agents and subcontractors except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7.2 below, or (c) as You expressly permit in writing.

2.7. Restrictions. You and Your Users agree to abide by all laws, rules, and regulations that are applicable to Your use of the Services. In addition, You and any Users may not, and may not permit any third party to, (i) access the Services for the purposes of monitoring

its availability, performance or functionality, or for any other benchmarking or competitive purposes; (ii) use it in a way that harms KeyedIn or Our affiliates, resellers, distributors, service providers and/or suppliers; (iii) use automated scripts to access the service; (iv) resell, copy, transfer, reproduce, modify, translate, prepare derivative works of, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Service; (v) use the Services in a services bureau or any other manner to provide services for a third party; (vi) use a service to store or transmit code, files, scripts, agents or programs intended to do harm, including, Malicious Code; or (vi) circumvent or disable any security or other technological features or measures of the Service. Except for the express rights granted herein, KeyedIn does not grant any other licenses, whether express or implied, to any KeyedIn software, services, or intellectual property.

2.8. Integration. The Services may contain features designed to interoperate with Third-Party Applications. To use such features, You may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Applications ceases to make the Third-Party Applications available for interoperation with the Services on reasonable terms, KeyedIn may cease providing such features without entitling You to any refund, credit, or other compensation.

2.9. Support. KeyedIn provides a range of online support that includes video tutorials and access to user forums. In addition, KeyedIn will provide helpdesk support in accordance with the terms of this Agreement. The helpdesk should be considered as the single entry point for both functional and technical matters and issues. You will designate one support contact as the responsible party for communication with KeyedIn during the provision of the Services and all of Your queries must be channeled through Your designated support contact. Communication with the Helpdesk will be via the email account designated on KeyedIn's website for the Services provided.

2.10. Updates and Upgrades. The Services are subject to change from time to time. KeyedIn reserves the right, at its discretion, to change, modify, add, remove, or discontinue the Services, in whole or in part, at any time without liability to You. Notwithstanding the foregoing, You will be given a refund of the fees you have paid in advance for the unused portions of the Term (defined below) if the Services are permanently discontinued by KeyedIn. Future versions of the Services may be developed and released by KeyedIn at its sole discretion. KeyedIn does not warrant or represent that it will develop or release any upgrades within a given timeframe. If You are at any time dissatisfied with the Services, Your sole remedy is to discontinue use of the Services.

2.11. Availability of the Service. KeyedIn may host the Services using its own infrastructure or it may engage a third party to host the Services on its behalf. KeyedIn operates a policy of providing Services credits for Services downtime, as provided in Schedule 1 of this Agreement.

3. PROFESSIONAL SERVICES

From time to time during the term of this Agreement, KeyedIn may provide You with certain professional services as described in a written statement of work or Order Form executed by both parties ("**Professional Services**"). KeyedIn shall retain all ownership rights to any and all work product provided to You as part of the Professional Services with the exception of any clearly identified technology, materials or ideas supplied by You for incorporation into such work product. KeyedIn grants You a royalty-free, non-exclusive, non-transferable worldwide license to use such work product in connection with the Services.

4. TERM AND TERMINATION

4.1. Term. This Agreement commences on the effective date of the Order Form and continues until all Services under the Order Form have been provided and any subsequent renewal terms (collectively, the "**Term**"), unless sooner terminated pursuant to this Agreement. Except as otherwise specified in an Order Form, the Term of all Services (except for those specified as pilots or trials) shall automatically renew for subsequent one year periods, unless either party gives the other written notice of termination at least forty-five (45) days prior to expiration of the then-current Term.

4.2. Termination for Cause. This Agreement and the Order Form may be terminated by either party: (i) if the other party is in material breach of this Agreement or the Order Form and the breach is not cured within 30 days after written notice of the breach; 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.

4.3. Effect of Termination. Except as specified in Section 2.2, Your Data will be stored for 30 days from the date of termination. Upon the end of the 30-day period all of Your Data will be permanently deleted, and cannot be recovered. If this Agreement is terminated (other than by reason of Your breach as provided in Section 4.2) and provided You have paid KeyedIn to use the Services, KeyedIn will make available to You during the 30 day storage period a file of Your Data, if You so request at time of termination.

4.4. Survival. Except as otherwise expressly provided herein, all sections of this Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive termination or expiration of this Agreement, including, without limitation, Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, and 12.

5. FEES AND PAYMENT

5.1. Fees. You shall pay KeyedIn for use of the Services as set forth in the applicable Order Form, based on the subscription and payment terms You select when You subscribe to the Services (the "Fee Schedule"). All fees are due and payable in the currency stated on the Order Form. Each payment of Your subscription fee will grant You access to the Services for the duration of the Term in accordance with the terms and conditions of this Agreement. If You elect to renew the Services after the initial Term, the then-current prices offered by KeyedIn for the Services will apply to any such renewal periods. All fees are non-refundable, unless otherwise provided by this Agreement or by law. Notwithstanding the foregoing, You will be given a refund of the fees you have paid in advance for the unused portions of the Term if the Services are permanently discontinued by KeyedIn or if this Agreement is terminated by KeyedIn for any reason other than for cause as provided in Section 4.2.

5.2. Billing and Payment Terms. Payments for the Services shall be made by the payment method You select when You subscribe to the Service. If You select the credit card payment method, You authorize Our credit card payment processor to charge You the subscription fee and any other charges You may incur with the Services automatically in accordance with the Order Form. Any invoices issued by KeyedIn must be paid in accordance with the terms specified in the Order Form.

5.3. Overdue Charges. If payment is not made within 15 days after the respective due date, KeyedIn may charge You a late fee on the unpaid balance at the lesser of 1.5% per month or the maximum lawful rate permitted by applicable law, rounded to the next highest whole month and compounded monthly. Should You not pay amounts when due, KeyedIn may also (at its discretion and in addition to other remedies it may have) suspend Your access to the Services.

5.4. Taxes. The fees for the Services exclude all sales, value-added, use, or similar taxes unless expressly stated otherwise. To the maximum extent permitted by law, You shall pay such taxes and charges in full, except for taxes based on KeyedIn's net income. To the extent that such taxes and charges are borne by KeyedIn then such taxes and charges shall be added to the price payable by You to KeyedIn.

6. PROPRIETARY RIGHTS

6.1. Services Ownership. KeyedIn (and its licensors, where applicable) shall solely and exclusively own all right, title and interest, including all related intellectual property rights, in and to the KeyedIn technology, software, the content and the Services, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information ("Feedback") provided by You or any other party relating to the Services. This Agreement does not convey to You any rights of ownership in or related to the Services, the KeyedIn technology or the intellectual property rights owned by KeyedIn. The KeyedIn Solutions name, the KeyedIn logo, and the product names associated with the Services are trademarks of KeyedIn or third parties, and no right or license is granted to You or any other party to use them. You hereby assign any and all right, title, and interest in and to the foregoing, including without limitation the Services, KeyedIn technology, any Feedback, and any KeyedIn trademarks, You may have or acquire to KeyedIn. All title and intellectual property rights in and to the content of any Third-Party Application or third party website that may be linked to or viewed in connection with the Services is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants You no rights to use such content except as allowed by such third party.

6.2. Data Ownership. You shall own all right, title, and interest in and to Your Data. You grant and agree to grant to KeyedIn a perpetual, royalty free, non-exclusive license to use Your Data (a) in order to provide the Services to You; (b) for statistical use (provided that Your Data is not personally identifiable information or sensitive personal information); and (c) as necessary to monitor and improve the Services.

6.3. Publicity. By subscribing to the Services, and unless You expressly state in writing that You withhold permission, You hereby acknowledge, agree and authorize KeyedIn to present You by name, logo, URL and description as a user of the Services.

6.4. Reservation of Rights. As between the parties, KeyedIn reserves all rights in and to the Services and its data and materials, including without limitation all related intellectual property rights, or that of its third-party service providers that are not expressly granted to You pursuant to this Agreement. Nothing in this Agreement will be deemed to transfer the ownership thereof.

7. CONFIDENTIALITY

7.1. Confidential Information. “Confidential Information” is to be broadly defined and includes all technical and non-technical information, whether made available at any time prior to, on or after the effective date of the Order Form, that is disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, which if disclosed in writing or tangible form is marked as “Confidential,” or with some similar designation, or if disclosed orally or by inspection or observation, is identified as being proprietary and/or confidential at the time of disclosure. Notwithstanding the foregoing, You acknowledge that Confidential Information of KeyedIn includes the Services and any other proprietary or confidential information provided to You by KeyedIn, and confidentiality shall be extended to any written or verbal disclosure of Confidential Information that, would, under the circumstances, be understood to be confidential by a reasonable person. KeyedIn acknowledges that the Data provided to KeyedIn by You constitutes Your valuable proprietary information and trade secrets. KeyedIn will not sell, rent or lease Your Data to third parties. Notwithstanding the foregoing, to the maximum extent permitted by law, KeyedIn reserves the right to monitor Your communications and may disclose Your Data, including without limitation contents of communications, if it is necessary to conform to legal requirements or respond to legal process. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information; or (iv) the receiving party rightfully obtains from a third party without restriction on use or disclosure.

7.2. Use and Disclosure Restrictions. Neither party shall use the other party’s Confidential Information except as necessary to exercise its rights or perform its obligations under this Agreement. Except as otherwise expressly permitted by this Agreement, each party shall not disclose the other party’s Confidential Information to any third party except to those of its employees and contractors that need to know such Confidential Information for the purposes of this Agreement, provided that each such employee and contractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective of Confidential Information as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all Confidential Information of the other party in its possession or control, but in no event less than the efforts that party ordinarily uses with respect to its own proprietary information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party: (i) pursuant to, and solely to the extent required by, the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement or (ii) on an as-needed, confidential basis to its legal or financial advisors. Each party shall have the right to obtain an injunction (without having to post a bond) to prevent any breach or continued breach of this section. Each receiving party agrees to promptly report any breaches of this section to the disclosing party.

8. REPRESENTATIONS AND WARRANTIES

8.1. By KeyedIn. KeyedIn represents and warrants that, during the Term of this Agreement, the Services shall perform materially in accordance with the description set forth in the Documentation or as such description may be updated by KeyedIn from time to time at its sole discretion without liability to You. For any breach of such warranty, Your exclusive remedy shall be provided in Section 4.2. NOTWITHSTANDING THIS SECTION, DURING A TRIAL PERIOD, THE SERVICES IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTIES.

8.2. By You. You represent and warrant that the materials, data, and information You use in connection with this Agreement as well as Your and any Users’ use of the Services does not and will not during the Term operate in any manner that would violate any applicable law or regulation. You hereby represent and warrant that any data, content, or materials used, stored or created by You in the course of using the Services will comply with all applicable laws, and will not infringe the copyright, trade secret, privacy, publicity, or other rights of any third party. In the event of any breach, or reasonably anticipated breach, of any of Your warranties herein, in addition to any other remedies available at law or in equity, KeyedIn will have the right to immediately, in KeyedIn’s sole discretion, suspend the Services if deemed reasonably necessary by KeyedIn to prevent any liability for KeyedIn.

8.3. Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 8.1, THE SERVICES IS PROVIDED “AS IS” AND YOU AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, KEYEDIN DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. KEYEDIN MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR NEEDS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR BE FREE FROM SOFTWARE ERRORS. KEYEDIN DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED (INCLUDING PLUG-INS) THROUGH THE USE

OF THE SERVICES IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by KeyedIn. KeyedIn shall indemnify and hold harmless You and Your officers, directors, employees and agents from and against all claims, damages, losses and expenses (including reasonable attorneys’ fees) arising out of any claim by a third party to the extent such claim alleges that the use of the Services by You, in accordance with its intended purpose or any material created, prepared, or developed by KeyedIn and delivered through the Services, infringes any patent, copyright, trademark, service mark or trade secret rights. If KeyedIn believes the Services are or may become the subject of a claim of infringement, KeyedIn may, at its option and expense, procure for itself and/or You the right to continue to use the Services, or modify or replace the Services to make the Services non-infringing and functionally equivalent. If KeyedIn concludes that neither of these alternatives is reasonably available, it may terminate this Agreement and the Order Form upon thirty (30) days written notice and refund any pre-paid fees covering the remainder of the Term after such termination.

9.2. Indemnification by You. You shall indemnify and hold harmless KeyedIn and its officers, directors, employees and agents from and against all claims, damages, losses and expenses (including reasonable attorneys’ fees), arising out of any claim by a third party to the extent such claim is based on Your use of the Services other than in accordance with this Agreement.

9.3. Procedures. The party seeking indemnification shall provide detailed written notice to the indemnifying party promptly after learning of the claim, and the indemnifying party shall not be obligated to indemnify to the extent it is materially prejudiced by any delay in such notice. The indemnifying party shall have the right to assume control of the defense and settlement of the claim, and the indemnified party shall provide reasonable assistance at the indemnifying party’s reasonable expense, provided that the indemnified party shall not be obligated to participate in any settlement pursuant to which the indemnified party is required to admit liability or pay any amount other than amounts concurrently reimbursed by the indemnifying party.

10. LIMITATION OF LIABILITY

10.1. Exclusions. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, LOST PROFITS, LOST REVENUES, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICES FOR ANY REASON, INCLUDING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR OTHERWISE, EVEN IF THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. Maximum Liability. In no event shall the total liability of each party together with all of its Affiliates for all damages, losses, and causes of action arising out of or related to this Agreement exceed the total amount paid by You to KeyedIn for the Services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit Your payment obligations under Section 5 above.

10.3. Basis of the Bargain; Failure of Essential Purpose. You acknowledge that KeyedIn has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

11. CONTRACTING PARTY, SERVICES LOCATION AND CHOICE OF LAW

If You are domiciled in:	You are contracting with:	This Agreement shall be construed under the laws of:	Any dispute relating to this Agreement will be subject to the exclusive jurisdiction of, and each party consents to the personal jurisdiction of:
A country in North, South or Central America or the Caribbean	KeyedIn Solutions, Inc.	State of Minnesota, US, without regard to its principles of conflicts of law	The state and federal courts located in the State of Minnesota
A country in Europe, the Middle East, Africa, Asia or the Pacific region	KeyedIn Solutions Ltd	England and Wales, without regard to its principles of conflicts of law	England

12. GENERAL

12.1. Equipment. You are responsible for obtaining and maintaining the equipment and network services necessary to access and use the Services and for any network provider charges associated with connecting to the Internet to use the Services.

12.2. Independent Contractor. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. Entire Agreement; Amendment; Waiver. With respect to its subject matter, this Agreement represents the parties' entire agreement and supersedes all prior agreements, understandings and representations, written or oral, between the parties. This Agreement may not be amended except in writing signed by the party to be bound. The failure of a party to require performance of any provision of this Agreement shall in no manner affect its right to enforce the provision.

12.4. Force Majeure. KeyedIn is not responsible for any delays, delivery failures or damage caused by Force Majeure.

12.5. 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.

12.6. Assignment. Except as expressly stated otherwise herein, neither party may assign or transfer (including by operation of law) any rights or obligations under this Agreement without the written consent of the other party, except that either party may, without such consent, assign or transfer this Agreement to a successor to the business of such party by merger, sale of assets or otherwise. Any assignment or transfer, or attempted assignment or transfer, in violation of this Agreement is void. This Agreement is not intended to confer any rights or remedies upon anyone other than the parties hereto.

12.7. Compliance and Insurance.

(a) **Export Compliance.** Export laws and regulations of the United States and other relevant local export laws and regulations apply to the Services. You agree to comply with all such export laws and regulations. You agree that no data, information, software programs and/or materials resulting from the Services (or a direct product thereof) will be exported, directly or indirectly in violation of these laws or will be used for any purpose prohibited by these laws. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or move Your Data. You are solely responsible for the authorization and management of Services as well as the export control and geographic transfer of Your Data.

(b) **Anti-Bribery and Anti-Corruption.** You agree that 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. If You learn of any violation of the foregoing restriction, You will use reasonable efforts to promptly notify Our legal department.

(c) **Insurance.** In providing the Services, KeyedIn shall during the Term of this Agreement maintain in force such insurance policies as are reasonable and adequate in relation to its obligations and liabilities under this Agreement, and, upon request, will produce to You documentary evidence that the policies are in force.

12.8. Notices. Any notice, request or communication required or permitted to be given under this Agreement shall be in writing and shall be effective upon the earliest of: (i) actual receipt by the other party; or (ii) two business days after deposit with a nationally recognized overnight courier service, and addressed in each case to the party at the corresponding address stated on the Order Form. Either party may change its notice address by notice in accordance with this Section.

12.9. Additional Terms. Your use of the Services is subject to the KeyedIn Privacy Policy located at <http://www.keyedin.com/privacy-policy/>, which is hereby incorporated into and made a part of this Agreement by reference, and subject to change as provided in the Privacy Policy. If You submit a purchase order in connection with Your subscription for the Services, any terms or conditions contained in Your purchase order or otherwise proposed by You are objected to by KeyedIn without a need of further notice of objection and shall not be binding on KeyedIn unless specifically agreed to in writing by an authorized officer of KeyedIn. Any conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order submitted by You shall be resolved in favor of the terms and conditions in this Agreement. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. You agree that any cause of action arising out of or related to the Services must commence within one year after the first occurrence of the cause of action; otherwise, such cause of action is permanently barred.

SCHEDULE 1 – Services Availability

1. Services Uptime

The Services will be deemed available if the networking components are available and responding to KeyedIn monitoring tools and the User is able to access the Site (defined in the next sentence) and view the Services login screen. “Site” means the website from which You gain access to the Services, as provided on the Order Form, Documentation or as provided via email to Your system administrator.

2. Service Credits

In the event of any single failure where the Services are unavailable and KeyedIn confirms the failure, the downtime period will begin upon receipt of this confirmation until such time as the Services have been restored.

You will accrue Services Credits for the period of the downtime based on the following metrics.

Total Monthly Availability %	Total Monthly Downtime Hours	Services Credit
Between 100% and 99.50%	0 to 3.6 hours	0% of Monthly Fee
Between 99.49% and 99.0%	> 3.6 hours and < 7.2 hours	10% of Monthly Fee
98.99% and less	> 7.2 hours	30% of Monthly Fee

3. Services Credit Restrictions

- Services Credit requests must be made in writing within 3 days of the downtime by opening a support ticket at keyedinsupport.com, and must contain the details of the downtime for investigation.
- The Services Credit will be applied to the monthly subscription fee for the month following the downtime.
- The value of the Services Credit will be deemed to be the price You paid for the use of the Services in the given month that the downtime occurred.
- Services Credits are accumulated monthly with Monthly Cumulative Downtime being reset at the beginning of each calendar month.
- No Services Credits will be paid if Your Account is in arrears.

4. Definitions

Scheduled Maintenance

Scheduled Maintenance will occur during the time period of 2am to 5am local time of Your data center. If Scheduled Maintenance will occur outside of this window or result in the Services being unavailable for more than 15 minutes, KeyedIn shall notify You via updates posted on the sign-in page of the Portal and/or via email to Your system administrator, at least 7 days before such Scheduled Maintenance commences.

Services Downtime:

Time that the system is not available, apart from Scheduled Maintenance.

5. Exemptions

The following items or situations are exempt from Services Credits:

- Unavailability of the Services during a Scheduled Maintenance windows or any other agreed-to scheduled downtime activity.
- Failure of Your systems or Your Internet access.
- Modifications to hardware, system applications or application code configuration, or code not authorized by KeyedIn or one of KeyedIn’s appointed services providers.
- Attacks (i.e. hacks, denial of service attacks, viruses) by third parties, and other acts not caused by KeyedIn, provided that KeyedIn makes every reasonable effort to maintain current versions of software patches in accordance with best practice.
- Changes or modifications to code not authorized by KeyedIn that contributed to downtime.
- Events of Force Majeure