

# Master Subscription Agreement

IJJ Corporation (IJJCorp), Master Subscription Agreement

We have updated Our Terms of Service, which we now refer to as the "Master Subscription Agreement." If You are a new Subscriber, this Master Subscription Agreement will be effective on July 1, 2019. If You are an existing Subscriber, we provide You with prior notice of these changes, effective as of July 1, 2019.

There is no prior version of Our Terms of Service:

***THIS AGREEMENT CONSTITUTES A BINDING CONTRACT ON YOU AND GOVERNS YOUR USE OF AND ACCESS TO THE SERVICES BY YOU, AGENTS, AND END-USERS, WHETHER IN CONNECTION WITH A PAID OR FREE TRIAL SUBSCRIPTION TO THE SERVICES.***

By accepting this Agreement, either by accessing or using a Service or authorizing or permitting any Agent or End-User to access or use a Service, you agree to this Agreement Terms.

For example, suppose You are entering into this Agreement on behalf of a company, organization, or another legal entity (an "Entity"); in that case, You agree on the entity that represented to IJJCorp, You have authority to bind such Entity and its Affiliates to this Agreement.

In which case, the terms "Subscriber," "You," "Your," or a related capitalized term herein shall refer to such entity and its Affiliates.

If You do not have such authority or disagree with this Agreement, You must not accept this Agreement and may not use any of the Services.

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### 1. DEFINITIONS

When using in this Agreement with the initial letters capitalized, in addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

**Account:** Any accounts or instances created by or on behalf of Subscriber or its Agents within the Services.

**Affiliate:** means, concerning a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, whereby "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

**Agent:** An individual authorized to use a Service through Your Account as an agent or administrator identified through a unique login.

**Agreement:** means the Master Subscription Agreement together with all Supplemental Terms and Order Forms along with the IJJC Corp Privacy Policy located on Our Site.

**Applicable Data Protection Law:** means Directive 95/46/E.C. (or a successor to it) on the protection of individuals regarding the processing of Personal Data and the free movement of such data.

**API:** means the application programming interfaces developed and enabled by IJJC Corp that permit Subscribers to access certain functionality provided by the Services, including, without limitation, the REST API that enables the interaction with the Services automatically through HTTP requests and the application development API that allows the integration of the Services with other web applications.

**Associated Services:** means products, services, features, and functionality designed to be used in conjunction with the Services but not included in the Service Plan to which You subscribe, including, without limitation, integrations, and applications created or developed by IJJC Corp or its Affiliates and made available in the IJJC Corp Marketplace (open at <https://www.IJJC Corp.com/apps>) which this Agreement will govern unless IJJC Corp

otherwise communicates a different understanding to You at the time of Your deployment of or access to the integration or application. None of the Services or any other product, Service, feature, or functionality expressly stated to be governed by any alternative license, Agreement, or terms shall be deemed an Associated Service.

**Beta Services:** means a Product, Service, or functionality provided by IJJC Corp that may be made available to You to try at Your option at no additional charge, designated as beta, pilot, limited release, non-production, early access, evaluation, or by a similar description.

**Confidential information:** means all information disclosed by You to IJJC Corp or by IJJC Corp to You, in tangible form and labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to, information relating to IJJC Corp's security policies and procedures. For purposes of this Agreement, this Agreement and Service Data shall be deemed Confidential Information. Notwithstanding the preceding, Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality concerning such information; (c) is or generally becomes available to the public other than by violation of this Agreement or another valid agreement between the Parties, or (d) was or is independently developed by the receiving party without the use of the disclosing Party's Confidential Information.

**Consulting Services:** consulting and professional services (including any training, success, or implementation services) provided by IJJC Corp or its authorized subcontractors as indicated on an Order Form or other written document such as a statement of work. "SOW," as defined below.

**Documentation:** means any written or electronic documentation, images, video, Text, or sounds specifying the functionalities of the Services or describing Service Plans, as applicable, provided or made available by IJJC Corp to You in the right IJJC Corp help center(s); provided, however, that Documentation shall expressly exclude any "community moderated" forums as provided or accessible through such knowledge base(s).

**End-User:** means any person or entity other than Subscriber or Agents with whom Subscriber or its Agents interact using a Service.

**Order Form:** means any of Our generated service order forms executed or approved by You for Your subscription as a Service, which state may detail, among other things, the number of Agents authorized to use a Service under Your subscription to a Service and the Service Plan applicable to Your subscription to a Service.

**Payment Agent:** means IJJC Corp or a payment agent designated by IJJC Corp. For example, suppose You choose to pay for a Service with a credit card or specific other payment instruments in a currency other than the US Dollar. In that case, IJJC Corp may designate the Payment Agent to be IJJC Corp International Limited, a corporation organized under the laws of Ireland, Registration No. 519184.

**Personal Data:** means any information relating to an identified or identifiable natural person where an identifiable person can be identified, directly or indirectly, in particular by reference to an identification number or one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.

**Personnel:** Employees or non-employee service providers and contractors of the IJJC Corp Group engaged by the IJJC Corp Group in connection with performance hereunder.

**Processing/To Process/Processed:** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

**Service(s):** means the products and services that are ordered by You online through a link or via an Order Form referencing this Agreement, whether on a trial or paid basis, and made available online by Us, via the appropriate subscriber login link and other web pages designated by Us, including, individually and collectively, the applicable Software, Updates, API, Documentation, and all applicable Associated Services that You have purchased or deployed or to which You have subscribed ("Deployed Associated Services") that are provided under this Agreement. "Services" exclude Third Party Services as that term is defined in this Agreement and Associated Services that are not offered under this Agreement. From time to time, the names and descriptions of the Services or any individual Service may be changed. To the extent Subscriber is given access to such Service as so described under a prior Order Form or other prior acceptance of this Agreement, this Agreement shall be deemed to apply to such Service as newly named or described.

**Service Data:** means electronic data, text, messages, communications, or other materials submitted to and stored within a Service by You, Agents, and End-Users in connection with Your use of such Service, which may include, without limitation, Personal Data.

**Service Plan(s):** means the packaged service plan(s) and the functionality and services associated in addition to that (as detailed on the Site applicable to the Service) for the Services to which You subscribe.

**Site:** means a website operated by the IJJC Corp Group, including [www.IJJC Corp.com](http://www.IJJC Corp.com) and all other websites that the IJJC Corp Group uses.

**Software:** Software provided by IJJC Corp (either by download or access through the Internet) allows Agents or End-Users to use any functionality in connection with the applicable Service.

**Subscription Term:** means the period during which You have agreed to subscribe to a Service concerning any individual Agent.

**Supplemental Terms:** means the additional terms and conditions that are (a) contained in this Agreement under the section entitled, "Supplemental Terms and Conditions" which apply and are incorporated into this Agreement with certain Services, features, or

functionality; (b) included or incorporated on an Order Form (e.g. when a Deployed Associated Service is purchased); or (c) applicable to Consulting Services when purchased by You.

**Third Party Services:** means third party products, applications, services, Software, networks, systems, directories, websites, databases and information obtained separately by You which a Service links to, or which You may connect to or enable in conjunction with a Service, including, without limitation, Third Party Services which may be integrated directly into Your Account by You or at Your direction.

**"We," "Us" or "Our":** means IJJC Corp as defined below.

**IJJC Corp:** means IJJC Corp, a Wyoming corporation, or any of its successors or assignees.

**IJJC Corp Group** means IJJC Corp, a Wyoming Corporation together with all its Affiliates.

## **2. GENERAL CONDITIONS; ACCESS TO AND USE OF THE SERVICES**

**2.1** During the Subscription Term and subject to compliance by You, Agents and End-Users with this Agreement, You have the limited right to access and use a Service consistent with the Service Plan(s) that You subscribe to, together with all applicable Deployed Associated Services, for Your internal business purposes. We will (a) make the Services and Service Data available to You pursuant to this Agreement and the applicable Order Forms; (b) provide applicable standard customer support for the Services to You at no additional charge as detailed on the applicable Site and Documentation and/or upgraded support if purchased; (c) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except (i) during planned downtime for upgrades and maintenance to the Services (of which We will use commercially reasonable efforts to notify You in advance both through Our Site and a notice to Your Account owner and Agents) ("Planned Downtime"); and (ii) for any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Third Party Services, or acts undertaken by third parties, including without limitation, denial of service attack ("Force Majeure Event"). IJJC Corp reserves the right to monitor and periodically audit Your use of the IJJC Corp Services to ensure that Your use complies with the Agreement and the Service Plan restrictions on Our Site. Should IJJC Corp discover that Your or any Agent's use of an IJJC Corp Service is not in compliance with the Agreement or the Service Plan restrictions on Our Site, IJJC Corp reserves the right to charge You, and You at this moment agree to pay for said usage in addition to other remedies available to Us.

**2.2** You may not use the Services to provide customer service, support, or other outsourced business process services on behalf of more than one-third party (other than Affiliates) through a single Account. Without limiting the preceding, Your right to access and use the API is also subject to the restrictions and policies implemented by IJJC Corp from time to time concerning the API as outlined in the Documentation or otherwise communicated to You in writing.

**2.3** For performance requirements, recommend high-speed Internet connections for proper transmission of the Marketplace and Applications.

You are responsible for procuring and maintaining the network connections that connect Your network to the Services, including, but not limited to, "browser" software that supports protocols used by IJJC Corp, including the Transport Layer Security (TLS) protocol or other protocols accepted by IJJC Corp, and for following procedures for accessing services that support such protocols. We are not responsible for notifying You, Agents or End-Users of any upgrades, fixes, or enhancements to any such software or for any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by IJJC Corp. We assume no responsibility for the reliability or performance of any connections as described in this section.

**2.4** In addition to complying with the other terms, conditions and restrictions set forth below in this Agreement, You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than authorized Agents and End-Users in furtherance of Your internal business purposes as expressly permitted by this Agreement; (b) use the Services to Process data on behalf of any third party other than Agents or End-Users; (c) modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks; (d) falsely imply any sponsorship or association with IJCorp or the IJCorp Group, (e) use the Services in any unlawful manner, including, but not limited to, violation of any person's privacy rights; (f) use the Services to send unsolicited or unauthorized bulk mail, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (g) use the Services to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights; (h) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components; (i) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Services; (j) use the Services to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (k) use the Services to store or transmit any "protected health information" as that term is defined in 45 C.F.R. 160.103, unless expressly agreed to otherwise in writing by IJCorp; (l) use the Services to knowingly post transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software"); (m) use or launch any automated system that accesses a Service (i.e., bot) in a manner that sends more request messages to a Service server in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser; or (n) attempt to use, or use the Services in violation of this Agreement.

**2.5** You are responsible for compliance with the provisions of this Agreement by Agents and End-Users and for all activities that occur under Your Account, as well as for all Service Data. Without limiting the preceding, You are solely responsible for ensuring that the use of the Services to store and transmit Service Data is compliant with all applicable laws and regulations as well as all privacy policies, agreements, or other obligations. You may maintain or enter into with Agents or End-Users. You also keep all responsibility for determining whether the Services or the information generated thereby is accurate or sufficient for Your purposes. Subject to any limitation on the number of individual Agents available under the applicable Service Plan(s) to which You subscribed or applicable Deployed Associated Service, access to and use of the Services is restricted to the specified number of individual Agents permitted under Your subscription to the appropriate Service. You agree and acknowledge that each Agent will identify a unique username and password ("Login") and that one (1) individual may only use an Agent Login. You will not share an Agent Login among multiple individuals. You and Your Agents are responsible for maintaining the confidentiality of all Login information for Your Account.



**2.6** In addition to Our rights as outlined in Sections 2 and 8.4, We reserve the right, in Our reasonable discretion, to temporarily suspend Your access to and use of a Service if We suspect or detect any Malicious Software connected to Your Account or use of a Service by You, Agents or End-Users.

**2.7** You acknowledge that IJJC Corp may modify the features and functionality of the Services during the Subscription Term.

**2.8** You may not access the Services if You are a direct competitor of the IJJC Corp Group, except with IJJC Corp's prior written consent. In addition, you may not access the Services to monitor performance, availability, functionality, or for any benchmarking or competitive purposes.

**2.9** If You register for a free trial for any of the Services, We will make such 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); (b) the start date of any subscription to such Service purchased by You for such Service (s); or (c) termination of the trial by Us in our sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such other terms and conditions are incorporated into this Agreement by reference and are legally binding. Please review the applicable Documentation during the trial period so that You become familiar with the features and functions of the Services under applicable Service Plans before You make Your purchase.

ANY SERVICE DATA YOU ENTER INTO A SERVICE AND ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO A SERVICE BY OR FOR YOU DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICE AS COVERED BY THE TRIAL, PURCHASE THE APPLICABLE SERVICE, OR EXPORT SUCH SERVICE DATA, BEFORE THE END OF THE TRIAL PERIOD.

**2.10** From time to time, We may make Beta Services available to You at no charge. You may choose to try such Beta Services at 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 presented to You. Beta Services are not considered "Services" under this Agreement; however, all restrictions, Our reservation of rights, and Your obligations concerning the Service and use of any Third Party Services shall apply equally to Your use of Beta Services. 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 generally becomes available without the applicable Beta Services designation. We may discontinue Beta Services at any time at Our sole discretion and may never make them public. We will have no liability for any harm or damage arising from or in connection with a Beta Service.

**2.11** You, as a result of this, represent that You have provided notice to and received all necessary consents from Your End-Users to contact them using the Service. Accordingly, the tens prohibit from putting the following types of information into any email campaign functionality made available to You in the Service: (a) social security number, passport

number, driver's license number, or similar identifier (or any portion thereof); (b) credit or debit card number, financial information, banking account numbers or passwords; (c) employment, financial, or health information; (d) political, ethnic, or religious affiliation, union membership, or sexual orientation; (e) account passwords, mother's maiden name, or date of birth; (f) criminal history; or (g) any other information or combinations of information that is deemed sensitive under the legal framework of any applicable jurisdiction.

Further, You are prohibited from engaging in the following activities in Your use of the email campaign functionality made available to You in the Service: (a) using non-permission based email lists (i.e., lists in which each recipient has not explicitly granted permission to receive emails from You by affirmatively opting-in to receive those emails); (b) using purchased or rented email lists; (c) using third party email addresses, domain names, or mail servers without proper permission; (d) sending emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com); (e) sending emails that result in an unacceptable number of spam or UCE complaints (even if the emails themselves are not actually spam or UCE); (f) failing to include a working "unsubscribe" link in each email that allows the recipient to remove themselves from Your mailing list; (g) failing to comply with any request from a recipient to be removed from Your mailing list within ten (10) days of receipt of the request; (h) failing to include in each email a link to the then-current privacy policy applicable to that email; (i) disguising the origin or subject matter of any email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any email; (j) failing to include in each email Your valid physical mailing address or a link to that information; and (k) including "junk mail," "chain letters," "pyramid schemes," incentives (e.g., coupons, discounts, awards, or other incentives) or other material in any email that encourages a recipient to forward the email to another recipient. In addition, you will not use the Service's email campaign functionality for high risk activities which shall mean uses such as the operation of nuclear facilities, air traffic control, life support systems or where the use or failure of the Service could lead to death, personal injury, or environmental damage.

IJJCorp does not intend use of the Service's email campaign functionality to create obligations under The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Gramm-Leach-Bliley Act ("GLBA") or similar laws and makes no representations that the Service's email functionality satisfies the requirements of such laws. If You are (or become) a Covered Entity or Business Associate (as defined in HIPAA) or a Financial Institution (as defined in GLBA), You agree not to use the Service's email functionality for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) or Nonpublic Personal Information (as defined in GLBA). You are solely responsible for Your operation of the Service in compliance with all applicable laws in all jurisdictions, including, but not limited to, laws regulating the contacting of individuals for commercial use.

### **3. CONFIDENTIALITY; SECURITY AND PRIVACY**

**3.1** Subject to the express permissions of this Agreement, each party will protect each other's Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each of us may use each other's Confidential information solely to exercise our respective rights and perform our respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the Personnel who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this Section 3.1 shall supersede any non-disclosure agreement by and between the Parties that would purport to address the confidentiality and security of Service Data and such Agreement shall have no further force or effect with respect to Service Data.

**3.2** The IJJC Corp Group will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data, as described in the Agreement, the Supplemental Terms entitled, "How We Protect Service Data" attached hereto, and Supplemental Terms for the Deployed Associated Services, as applicable. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Service Data by Personnel except (a) to provide the Services and prevent or address Service, support or technical problems; (b) as compelled by law in accordance with Sections 3.1(b) or 3.1(c); (c) in accordance with the provisions of Section 3.4; or (d) as You expressly permit in writing. The IJJC Corp Group's compliance with the provisions of Sections 3.2 through 3.5 and the Security Measures set forth in Exhibit B, Section 2 ("How We Protect Service Data") shall be deemed compliance with the IJJC Corp's Group's obligations to protect Service Data as set forth in the Agreement.

**3.3** To the extent Service Data constitutes Personal Data, You and the IJJC Corp Group hereby agree that You shall be deemed to be the data controller and the relevant entity in the IJJC Corp Group Party shall be deemed to be the data processor as those terms are understood under the Applicable Data Protection Law. Unless otherwise specifically agreed to by IJJC Corp, Service Data may be hosted by the IJJC Corp Group or their respective authorized third-party service providers in the United States, the EEA, or other locations around the world. In providing the Services, IJJC Corp will engage entities within the IJJC Corp Group and other authorized service providers, to Process Service Data, including and without limitation, any associated Personal Data pursuant to this Agreement within the European Economic Area (the "EEA"), the United States and in other countries and territories. Under no circumstances will any entity in the IJJC Corp Group be deemed a data controller with respect to Service Data under Applicable Data Protection Law or any relevant law or regulation of any Member State as defined in Applicable Data Protection Law.

**3.4** If Personal Data originates from an Agent or End-User in the EEA, We will ensure, pursuant to Applicable Data Protection Law that, to the extent that any Service Data constitutes Personal Data, if Service Data is transferred to a country or territory outside of

the EEA (a "non-EEA country"), that such transfer will only take place if: (a) the non-EEA country in question ensures an adequate level of data protection; (b) one of the conditions listed in Article 26(1) of Directive 95/46/E.C. (or its equivalent under any successor legislation) is satisfied; (c) done so on the basis of IJJC Corp's approved binding corporate rules known as the IJJC Corp Binding Corporate Rules ("IJJC Corp's BCR ") which establish adequate protection of such personal information and are legally binding on the IJJC Corp Group (IJJC Corp's BCR can be accessed [here](#) and [here](#)); or (d) the transfer is via the EU-U.S. or Swiss-U.S. Privacy Shield Frameworks. Upon Your request and subject to Your entry into IJJC Corp's Data Processing Agreement ("DPA ") We will further ensure that the transfer is subject to the standard contractual clauses designed to facilitate transfers of Personal Data from the EEA to all third countries that have been adopted by the European Commission (known as the, "Model Clauses"), which have been incorporated into the DPA. As a Subscriber, You can execute Our DPA by emailing Your request to Us at [privacy@IJJC Corp.com](mailto:privacy@IJJC Corp.com).

**3.5** You agree that the IJJC Corp Group and the third-party service providers that are utilized by the IJJC Corp Group to assist in providing the Services to You shall have the right to access Your Account and to use, modify, reproduce, distribute, display and disclose Service Data to the extent necessary to provide the Services, including, without limitation, in response to Your support requests. Any third-party service providers utilized by the IJJC Corp Group will only be given access to Your Account and Service Data as is reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in Section 3.2; and (b) their Agreement to comply with the data transfer restrictions applicable to Personal Data as set forth in Section 3.4.

**3.6** Whenever You, Your Agents or End-Users interact with our Services, We automatically receive and record information on Our server logs from the browser or device, which may include IP address, "cookie" information, the type of browser and/or device being used to access the Services. "Cookies" are identifiers We transfer to the browser or device of Your Agents or End-Users that allow Us to recognize Agent or End-User and their browser or device along with how our Services are being utilized. When We collect this information, We only use this data in aggregate form, and not in a manner that would identify Your Agents or End-Users personally. For example, this aggregate data can tell Us how often users use a particular feature of the Services, and We can use that knowledge to improve the Services.

**3.7** We receive and store any information You knowingly provide to Us. For example, through the registration process for Our Services and/or through your Account settings, We may collect Personal Data such as your name, email address, phone number, credit card information and third-party account credentials (for example, your login credentials for third party sites that integrate with the Services as further detailed in Section 3.9) of You and Your Agents. In addition, We may communicate with You and Your Agents. For example, We may send You and Your Agents product announcements and promotional offers or contact You and Your Agents about Your use of the Services. If You or an Agent does not want to receive communications from Us, please indicate this preference by sending an email to

privacy@IJJCorp.com and provide us with the name and email address of each Agent that no longer wishes to receive these communications.

**3.8** We neither rent nor sell Your Personal Data in personally identifiable form to anyone. However, we may share your Personal Data with third parties in the following ways:

1. Collecting Usage Data. For the purposes of this section, "Usage Data" means aggregated, encoded or anonymized data that the IJJCorp Group may collect about a group or category of services, features or users while You, Your Agents or End-Users use a Service for certain purposes, including analytics, and which does not contain Personal Data, which is used to help understand trends in usage of the Services. In addition to collecting and using Usage Data ourselves, the IJJCorp Group may share the Usage Data with third parties, including Our subscribers, partners and service providers, for various purposes, including to help Us better understand Our subscribers' needs and improve Our Services. We may also publish Usage Data to provide relevant information about the Services and for purposes of marketing.
2. Aggregated Personal Data that is not personally identifiable. We may anonymize the Personal Data of Your Agents or End-Users so that they cannot be individually identified, and publish this anonymized information, as segmented by industry, geography and other metrics to provide qualitative insight on customer support metrics and other relevant insights. This is accomplished through "IJJCorp Benchmark" or similar features; and, You have the choice whether to participate by enabling IJJCorp Benchmark from within the settings in the Services. If You do not want to participate, then You should not enable IJJCorp Benchmark.
3. Aggregated Personal Data that is not personally identifiable. We may anonymize the Personal Data of Your Agents or End-Users so that they cannot be individually identified and provide that information to our partners. We may also provide aggregate usage information to our partners for analytics purposes, who may use such information to help us understand how often and in what ways people use our Services. However, We never disclose aggregate information to a partner in a manner that would identify Your Agents or End-Users personally, as an individual.

**3.9** IJJCorp may also obtain other information, including Personal Data, from third parties and combine that with information We collect through Our Services such as in the case where You use a Third Party Service or where we may have access to certain information from a third party social media or authentication service if You log into Our Services through such Service or otherwise provide Us with access to information from such Service. Any access that We may have to such information from a third Party social or authentication service is in accordance with the authorization procedures determined by that Service. By authorizing Us to connect with a Third Party Service, You authorize Us to access and store Your name, email address(es), current city, profile picture URL, and other Personal Data that the Third Party Service makes available to Us, and to use and disclose it in accordance with this Agreement and the IJJCorp Privacy Policy as in effect from time to time and available [here](#).

#### **4. INTELLECTUAL PROPERTY RIGHTS**

Each party shall retain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to You, Agents and End-Users to use the Service (s) under this Agreement do not convey any additional rights in the Service (s) or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service (s) as expressly stated herein, all rights, title and interest in and to the Services and all hardware, Software and other components of or used to provide the Services, including all related Intellectual Property Rights, will remain with IJJC Corp and belong exclusively to IJJC Corp. The IJJC Corp Group shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You, Agents, End-Users, or other third parties acting on Your behalf. IJJC Corp®, and the IJJC Corp Group's other product and service names and logos used or displayed in or on the Services are registered or unregistered trademarks of one or more members of the IJJC Corp Group (collectively, "Marks"), and You may only use applicable Marks in a manner permitted by Our [Trademark Usage Guidelines](#) to identify You as a Subscriber; provided You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Us, Our services or products.

#### **5. THIRD PARTY SERVICES**

If You decide to enable, access or use Third Party Services, be advised that Your access and use of such Third Party Services are governed solely by the terms and conditions of such Third Party Services, and We do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Third Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or Process data (including Service Data) or any interaction between You and the provider of such Third Party Services. We cannot guarantee the continued availability of such Third Party Service features, and may cease enabling access to them without entitling You to any refund, credit, or Third Party compensation, if, for example and without limitation, the provider of an Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Service in a manner acceptable to Us. You irrevocably waive any claim against IJJC Corp with respect to such Third-Party Services. We are not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Third Party Services, or Your reliance on the privacy practices, data security processes or other policies of such Third Party Services. You may be required to register for or log into such Third-Party Services on their respective websites. By enabling any Third-Party Services, You are expressly permitting IJJC Corp to disclose Your Login, as well as Service Data as necessary to facilitate the use or enablement of such Third-Party Services.

## **6. BILLING, PLAN MODIFICATIONS AND PAYMENTS**

**6.1** Unless otherwise indicated on an Order Form referencing this Agreement, in the Supplemental Terms entitled "Service Specific Terms", or Additional Terms (as defined in Section 12.2) and subject to Section 6.2, all charges associated with Your access to and use of a Service ("Subscription Charges") are due in full upon commencement of Your Subscription Term, or, with respect to a Deployed Associated Service, at the time such Deployed Associated Service is purchased, subscribed to or otherwise deployed. If You fail to pay Your Subscription Charges or other charges indicated on any Order Form within five (5) business days of Our notice to You that payment is due or delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of such Service by You, Agents and End-Users.

**6.2** If You choose to upgrade Your Service Plan or increase the number of Agents authorized to access and use a Service during Your Subscription Term (a "Subscription Upgrade"), any incremental Subscription Charges associated with such Subscription Upgrade will be prorated over the remaining period of Your then current Subscription Term, charged to Your Account and due and payable upon implementation of such Subscription Upgrade. In any future Subscription Term, Your Subscription Charges will reflect any such Subscription Upgrades.

**6.3** No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to downgrade Your Service Plan. Downgrading Your Service Plan may cause loss of content, features, or capacity of the Service as available to You under Your Account, and IJCorp does not accept any liability for such loss.

**6.4** Unless otherwise stated, Our charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). You are responsible for paying Taxes, except those assessable against the IJCorp Group measured by its net income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

**6.5** If You pay by credit card or certain other payment instruments, the Services provide an interface for the Account owner to change credit card information (e.g. upon card renewal). The Account owner will receive a receipt upon each receipt of payment by the Payment Agent, or they may obtain a receipt from within the Services to track subscription status. You hereby authorize the Payment Agent to bill Your credit card or other payment instrument in advance on a periodic basis in accordance with the terms of the Service Plan for the Services and for periodic Subscription Charges applicable to Deployed Associated Services to which You subscribe until Your subscription to the Services terminates, and You further agree to pay any Subscription Charges so incurred. If applicable, You hereby authorize IJCorp and the Payment Agent to charge Your credit card or other payment instrument to establish such prepaid credit. You agree to promptly update Your Account information with any changes (for example, a change in Your billing address or credit card expiration date) that may occur. The Payment Agent uses a third-party intermediary to

manage credit card processing and this intermediary is not permitted to store, retain or use Your billing information except to process Your credit card information for the Payment Agent.

**6.6** Payments made by credit card, debit card or certain other payment instruments for the IJJC Corp Service are billed and processed by IJJC Corp's Payment Agent. To the extent the Payment Agent is not IJJC Corp, the Payment Agent is acting solely as a billing and processing agent for and on behalf of IJJC Corp and shall not be construed to be providing the applicable Service.

**6.7** Any Subscriber that mandates IJJC Corp to use a vendor payment portal or compliance portal which charges IJJC Corp a subscription fee or a percentage of any uploaded invoice as a required cost of doing business, shall be invoiced by IJJC Corp for the cost of this fee

## **7. PROMOTIONAL CREDITS POLICY**

We may, at Our sole discretion, choose to offer credits for the Services in numerous ways, including but not limited to, coupons, promotional campaigns, and referrals for IJJC Corp services such as training. IJJC Corp reserves the right to award credits at its sole discretion. Credits have no monetary or cash value and are useable to offset Your subsequent payments of Subscription Charges for the applicable Service. Credits may only be applied to Subscription Charges due for the Service specifically identified by IJJC Corp when issuing the credit. Credits can only be used by You and are non-transferable. To the extent that You have been awarded credits, unless the instrument (including any coupon) states an earlier expiration date, credits shall expire and no longer be redeemable twelve (12) months from the date the credit was issued.

## **8. CANCELLATION AND TERMINATION**

**8.1** Either Party may elect to terminate Your Account and subscription to a Service as of the end of Your then current Subscription Term by providing notice, in accordance with this Agreement, on or prior to the date thirty (30) days preceding the end of such Subscription Term. Unless Your Account and subscription to a Service is so terminated, Your subscription to a Service (including any and all Deployed Associated Services) will renew for a Subscription Term equivalent in length to the then expiring Subscription Term. Unless otherwise provided for in an Order Form, the Subscription Charges applicable to Your subscription to a Service for any such subsequent Subscription Term shall be Our standard Subscription Charges for the Service Plan and Deployed Associated Services to which You have subscribed or which You have deployed, as applicable, as of the time such subsequent Subscription Term commences.

**8.2** No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then effective Subscription Term.

**8.3** Except for Your termination under Section 8.5, if You terminate Your subscription to a Service or cancel Your Account prior to the end of Your then effective Subscription Term or We effect such termination or cancellation pursuant to Sections 2, 8.4 and 8.5, in addition



to other amounts You may owe IJJC Corp, You must immediately pay any then unpaid Subscription Charges associated with the remainder of such Subscription Term. This amount will not be payable by You in the event You terminate Your subscription to a Service or cancel Your Account as a result of a material breach of this Agreement by IJJC Corp, provided that You provide advance notice of such breach to IJJC Corp and afford IJJC Corp not less than thirty (30) days to reasonably cure such breach as provided for in Section 8.5 herein.

**8.4** We reserve the right to modify, suspend or terminate the Services (or any part thereof), Your Account or Your and/or Agents' or End-Users' rights to access and use the Services, and remove, disable and discard any Service Data if We believe that You, Agents or End-Users have violated this Agreement. This includes the removal or disablement of Service Data in accordance with Our Copyright Infringement Notice and Takedown Policy available at [www.IJJC Corp.com/company/trademark-property/DMCA/](http://www.IJJC Corp.com/company/trademark-property/DMCA/). Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. We shall not be liable to You, Agents, End-Users or any other third party for any such modification, suspension, or discontinuation of Your rights to access and use the Services. Any suspected fraudulent, abusive, or illegal activity by You, Agents or End-Users may be referred to law enforcement authorities at Our sole discretion.

**8.5** A Party may terminate this Agreement for cause (a) upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (b) 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. If this Agreement is terminated by You in accordance with this Section, We will, to the extent permitted by applicable law, refund You any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. If this Agreement is terminated by Us in accordance with this Section, You will pay any unpaid fees covering the remainder of the Subscription Term pursuant to all applicable 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.

**8.6** Upon request by You made within thirty (30) days after the effective date of termination or expiration of this Agreement, We will make Service Data available to You for export or download as provided in the Documentation. After such 30-day period, We will have no obligation to maintain or provide any Service Data, and, as provided in the Documentation, will have the right to delete or destroy all copies of Service Data in Our systems or otherwise in Our possession or control, unless prohibited by law.

## **9. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS**

**9.1** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

**9.2** We warrant that during an applicable Subscription Term (a) this Agreement and the Documentation will accurately describe the applicable administrative, physical, and technical

safeguards for protection of the security, confidentiality and integrity of Service Data; and (b) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty above, Your exclusive remedies are those described in Section 8.5 herein.

**9.3** EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 9.2, THE SITES AND THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

## **10. LIMITATION OF LIABILITY**

**10.1** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR CONSULTING SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

**10.2** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE IJJCorp GROUP'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ANY SUBSCRIPTION TO, OR USE OR EMPLOYMENT OF THE SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES FOR SUCH SERVICES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 10.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU THE RIGHTS TO ACCESS AND USE THE SERVICES PROVIDED FOR IN THIS AGREEMENT.

**10.3** Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, THE IJJC Corp GROUP'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**10.4** Any claims or damages that You may have against IJJC Corp shall only be enforceable against IJJC Corp and not any other entity or its officers, directors, representatives, or agents.

## **11. INDEMNIFICATION**

**11.1** We will indemnify and hold You harmless, from and against any claim against You by reason of Your use of a Service as permitted hereunder, brought by a third party alleging that such Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). We shall, at Our expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by IJJC Corp for such defense, provided that (a) You promptly notify IJJC Corp of the threat or notice of such IP Claim; (b) We will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim; and (c) You fully cooperate with IJJC Corp in connection therewith. If use of a Service by You, Agents or End-Users has become, or, in Our opinion, is likely to become, the subject of any such IP Claim, We may, at Our option and expense, (a) procure for You the right to continue using the Service (s) as set forth hereunder; (b) replace or modify a Service to make it non-infringing; or (c) if options (a) or (b) are not commercially reasonable or practicable as determined by IJJC Corp, terminate Your subscription to the Service (s) and repay You, on a pro-rata basis, any Subscription Charges previously paid to IJJC Corp for the corresponding unused portion of Your Subscription Term for such Service (s). We will have no liability or obligation under this Section 11.1 with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by You; (ii) modification of the Service (s) by anyone other than IJJC Corp; or (iii) the combination, operation or use of the Service (s) with other hardware or Software where a Service would not by itself be infringing.

The provisions of this Section 11.1 state the sole, exclusive and entire liability of IJJC Corp to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by You, Agents or End-Users.

**11.2** You will indemnify and hold IJJC Corp harmless against any claim brought by a third party against IJJC Corp arising from or related to use of a Service by You, Agents or End-Users in breach of this Agreement or matters for which You have expressly agreed to be responsible pursuant to this Agreement; provided (a) We shall promptly notify You of the threat or notice of such claim; (b) You will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, You shall not settle or compromise any claim that results in liability or admission of any liability by Us without Our prior written consent); and (c) We fully cooperate with You in connection therewith.

## **12. ASSIGNMENT, ENTIRE AGREEMENT AND AMENDMENT**

**12.1** You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Your rights under this Agreement or delegate performance of Your duties under this Agreement without Our prior consent, which consent will not be unreasonably withheld. We may, without Your consent, assign this Agreement to any member of the IJJC Corp Group or in connection with any merger or change of control of IJJC Corp or the IJJC Corp Group or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

12.2 This Agreement, together with any Order Form(s) and Supplemental Term(s) constitute the entire Agreement, and supersede any and all prior agreements between You and IJJC Corp with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any Entity which You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind between the Parties, except as may otherwise be expressly provided herein.

Notwithstanding the previous, Supplemental Terms may apply to certain features, functionality, or services as detailed in a Supplement hereto or that We offer as part of or distinct from the Services (the "Additional Terms"). In those instances, We will notify You of such Additional Terms before activating these features, functionality, or services. The activation of these features, functionality, or services in Your Account will be considered acceptance of the Additional Terms. All such Additional Terms will be considered incorporated into this Agreement when You or any Agent authorized as an administrator in Your Account activates the feature, functionality, or Service. Where there is a conflict between this Agreement and the Additional Terms, the Additional Terms will control.

**12.3** We may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. We will notify You not less than ten (10) days before the effective date of any such amendment, and Your continued use of the Services following the effective date of any such amendment may be relied upon by IJJC Corp as Your consent to any such modification. Our failure to enforce any provision of this Agreement does not constitute a waiver of that provision or any other provision of this Agreement.

## **13. SEVERABILITY**

Suppose any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable. In that case, such provision shall be modified by the court and interpreted to best accomplish the original condition to the fullest extent permitted by law. However, the remaining provisions of this Agreement shall remain in effect.

## **14. EXPORT COMPLIANCE AND USE RESTRICTIONS**

The Services and other Software or components of the Services that We may provide or make available to You, Agents, or End-Users may be subject to US export control and economic sanctions laws. You agree to comply with all such laws and regulations related to access to and use the Services, Software, and such other components by You, Agents, and End-Users. You shall not access or use the Services if You are located in any jurisdiction in which the provision of the Services, Software, or other components is prohibited under US or other applicable laws or regulations (a "Prohibited Jurisdiction") and You shall not provide access to the Services to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (a) You are not named on any US government list of persons or entities prohibited from receiving US exports, or transacting with any US person; (b) You are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) You shall not permit Agents or End-Users to access or use the Services in violation of any US or other applicable export embargoes, prohibitions or restrictions; and (d) You shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which You, Agents and End-Users are located.

## **15. RELATIONSHIP OF THE PARTIES**

The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the Parties.

## **16. NOTICE**

All notices to be provided by IJCorp to You under this Agreement may be delivered in writing (a) by nationally recognized overnight delivery service ("Courier") or US mail to the contact mailing address provided by You on any Order Form; or (b) electronic mail to the electronic mail address provided for Your Account owner. You must give notice to IJCorp in writing by Courier or US mail to 1019 Market Street, San Francisco, California 94103 USA. Attn: Legal Department. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

## **17. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in San Francisco County, California. You hereby expressly agree to submit to the exclusive personal jurisdiction of this jurisdiction for the purpose of resolving any dispute relating to this Agreement or access to or use of the Services by You, Agents or End Users.

## **18. FEDERAL GOVERNMENT END USE PROVISIONS**

If You are a US federal government department or agency or contracting on behalf of such department or agency, each of the Services is a "Commercial Item" as that term is defined

at 48 CFR §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as those terms are used in 48 CFR §12.212 or 48 CFR §227.7202. Consistent with 48 CFR §12.212 or 48 CFR §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to You with only those rights as provided under the terms and conditions of this Agreement.

## **19. ANTI-CORRUPTION**

You agree that You have not received or 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. Practical offerings and entertainment provided in the ordinary course of business do not violate the above restriction. Suppose You learn of any violation of the above rule. In that case, You will use reasonable efforts to promptly notify the Law Offices of Gary L. Blum, 3278 Wilshire Boulevard, Suite 603, Los Angeles, CA 90010 USA 20.

## **SURVIVAL**

Sections 1, 3.1, 4, and 9-20 shall survive any termination of our Agreement concerning the use of the Services by You, Agents, or End Users. Termination of such Agreement shall not limit a Party’s liability for obligations accrued as of or before such termination or for any breach of this Agreement.

## **SUPPLEMENTAL TERMS AND CONDITIONS**

### **SECTION 1: SERVICE-SPECIFIC TERMS:**

The terms and conditions in the section entitled “General Terms and Conditions” (“General Terms”) generally apply to all Services. This section contains supplemental service-specific terms that are in addition to the General Terms.

Supplemental Terms for IJJC Corp’s Chat Service (“IJJC Corp Chat”):

If Your Service Plan for IJJC Corp Support allows You to use IJJC Corp Chat or You otherwise subscribe to or utilize IJJC Corp Chat as a Service, the following Supplemental Terms apply:

Suppose You are accessing and using IJJC Corp Chat in connection with an integration to a third-party messaging platform (e.g., Facebook Messenger). In that case, You at this moment certify that You have agreed to the terms of Service that such third party uses to govern the use of their platform. Suppose You use such third-party platform functionality. In that case, You hereby represent that You have provided notice to and received all necessary consents from Your End-Users to contact such End-Users using IJJC Corp Chat and/or the third-Party messaging services You enable within Your Account. Further, You agree that Your Service Data may be transferred to and processed by the third-party messaging services that You enable in IJJC Corp Chat as necessary to provide the Service.

You agree not to use any functionality of IJJC Corp Chat that integrates with third party messaging platforms to facilitate conversations between End-Users and healthcare providers or to send or collect any patient data obtained from healthcare providers. Use of IJJC Corp

Chat is subject to the obligation to pay Subscription Charges and the use restrictions described on the Site. By enabling or otherwise using IJJC Corp Chat, You are agreeing to pay the Subscription Charges and agreeing to the feature restrictions described on the Site.

Supplemental Terms for IJJC Corp's Talk Service ("IJJC Corp Talk"):

If Your Service Plan for IJJC Corp Support allows You to use IJJC Corp Talk or You otherwise subscribe to or utilize IJJC Corp Talk as a Service, the following Supplemental Terms apply:

You understand and agree that (a) IJJC Corp Talk is not intended to support or carry emergency calls to any emergency services, such as public safety answering points; (b) We will not be held liable for any claim, damages or loss (and You hereby waive any and all such claims or causes of action), arising from or relating to Your (or Agents' or End-Users') inability to use IJJC Corp Talk to make such emergency calls; (c) You are solely responsible for Your operation of IJJC Corp Talk (including the available texting functionality) in compliance with all applicable laws in all jurisdictions, including, but not limited to, telephone recording and wiretapping laws and laws related to telemarketing and spam, such as the Telephone Consumer Protection Act; and (d) You will defend, hold harmless and indemnify Us from and against any third party claim arising from any of the foregoing.

IJJC Corp may disable the phone numbers provided to You if unused or substantially underused for sixty (60) days, or if Your subscription to the Service, Account or rights to access and/or use the Service are otherwise suspended, terminated, or cancelled.

At IJJC Corp's election, Subscription Charges for IJJC Corp Talk may be charged in arrears or by requiring You to prepay for expected usage. To the extent that You have or are required to prepay for expected usage of IJJC Corp Talk, Your credit card will automatically be charged with the same amount and by the same payment method chosen when You first establish a prepaid credit for IJJC Corp Talk, or by such additional amount You request as a regular prepaid credit.

If Subscriber prepays for IJJC Corp Talk via check, wire, or A.C.H., IJJC Corp reserves the right to automatically re-invoice Subscriber for the same amount as the previous pre-payment amount if Subscriber's balance approaches \$0.00. If Subscriber wishes to cancel or change this automatic re-charge option, then Subscriber should contact its Sales Representative or [support@IJJC Corp.com](mailto:support@IJJC Corp.com).

If Your IJJC Corp Talk Service Plan includes IJJC Corp Text, then Subscriber agrees that only its Agents who have purchased both IJJC Corp Talk and IJJC Corp Text are authorized to use IJJC Corp Text. IJJC Corp reserves the right to monitor and periodically audit Your use of IJJC Corp Talk and IJJC Corp Text to ensure that Your use complies with these Agreement and the IJJC Corp Talk Service Plan restrictions on Our Site. Should IJJC Corp discover that Your or any Agent's use of IJJC Corp Talk or IJJC Corp Text is not in compliance with the Agreement and the IJJC Corp Talk Service Plan restrictions on Our Site, IJJC Corp reserves the right to charge You, and You hereby agree to pay for, said usage in addition to other remedies available to Us.

Use of IJJC Corp Talk and the related functionality is subject to the obligation to pay applicable usage fees, Subscription Charges and other applicable charges stated [here](#). By

enabling or otherwise using IJCorp Talk, You are agreeing to pay these charges. Usage fees and charges are subject to change and may be revised by IJCorp at any time.

Some jurisdictions may require that Your business have an address within the jurisdiction to purchase a phone number through IJCorp Talk. If You are in such a jurisdiction, You agree to provide a business address within the jurisdiction. You further authorize IJCorp to disclose the given address to our third-party voice service provider, Twilio, Inc. ("Twilio"), and any necessary governmental agency. Twilio's and the necessary governmental agency's terms and policies will govern their use of the address and the Agreement and Privacy Policy do not govern their use of the address. You further understand that Your phone number in the jurisdiction may be taken out of Service if You are unable to provide a local address in any such jurisdiction.

#### Supplemental Terms for IJCorp's Explore Service ("IJCorp Explore"):

If Your Service Plan for IJCorp Support allows You to use IJCorp Explore or You otherwise subscribe to or utilize IJCorp Explore as a Service, the following Supplemental Terms apply:

The definition of "Software" in the Agreement shall include connectors that are used by You to connect Your data sources to IJCorp Explore or that allow You to use any functionality in connection with IJCorp Explore.

Use of IJCorp Explore may be subject to the obligation to pay applicable usage fees, platform fees and other applicable Subscription Charges as detailed on the Site. By enabling or otherwise using IJCorp Explore, You are agreeing to pay all applicable fees and charges with Your use of IJCorp Explore.

#### Supplemental Terms for IJCorp's Guide Service ("IJCorp Guide"):

If Your Service Plan for IJCorp Support allows You to use IJCorp Guide or You otherwise subscribe to or utilize IJCorp Guide as a Service, the following Supplemental Terms apply:

Use of IJCorp Guide is subject to the obligation to pay applicable Subscription Charges as stated on the pricing pages of the Site. Some features of IJCorp Guide may be subject to additional Subscription Charges and Consumption Capacity limits as explained on the IJCorp Guide pricing page on the Site. By enabling or otherwise using IJCorp Guide, You are agreeing to pay these charges and agreeing to the applicable feature terms.

"Consumption Capacity" means the maximum number of Ticket deflections available to You using the Answer Bot feature of IJCorp Guide for the Service Plan to which You subscribe.

Subscription Charges for certain IJCorp Guide features may be charged in arrears or require You to prepay for expected consumption. Unless an earlier expiration date is communicated to You at time of purchase, Consumption Capacity will expire and no longer be redeemable at the end of the time period to which the Consumption Capacity is allocated. If Your Account reaches a Consumption Capacity limit during the applicable time period, the functionality of the relevant feature will not be available in Your Account until



the beginning of the next time period unless You purchase additional Consumption Capacity by upgrading to a higher Service Plan.

#### Supplemental Terms for Certain IJJC Corp Deployed Associated Services (Add-Ons):

For Subscribers who have purchased or been given access to the Deployed Associated Services listed below, there are Supplemental Terms that will be provided to You on the corresponding Order Form which will supplement the Agreement:

- Light Agent Deployed Associated Service for IJJC Corp Support
- High Volume API Deployed Associated Service for IJJC Corp Support
- Data Center Location Deployed Associated Service for IJJC Corp Support
- Priority Customer Support Deployed Associated Service for IJJC Corp Support
- Advanced Security Deployed Associated Service for IJJC Corp Support

#### Supplemental Terms for IJJC Corp's API and SDKs:

If You use or access any API for the purpose of developing, implementing and Publishing Applications (as defined in the API Agreement), You hereby agree that Your use shall be governed by the [Application Developer and API License Agreement](#) ("API Agreement"). Further, if You use or access any SDK (defined below), You hereby agree that Your use of the SDK shall be governed by the API Agreement, in addition to this Agreement. "SDK" means any software development kit related to a Service developed by IJJC Corp and made available to You.

#### Supplemental Terms for IJJC Corp's Marketplace:

If You use or access the Marketplace, as available in Your Account and at <https://www.IJJC Corp.com/apps>, You hereby agree to the [Marketplace Terms of Use](#) (the "Marketplace Terms"). As described in the Marketplace Terms, certain additional terms may apply to Your use of Applications (as defined in the Marketplace Terms).

## **SUPPLEMENTAL TERMS AND CONDITIONS**

### **SECTION 2: HOW WE PROTECT SERVICE DATA**

The IJJC Corp Group is committed to providing a robust and comprehensive security program including the security measures set forth in these Supplemental Terms ("Security Measures"). During the Subscription Term, these Security Measures may change without notice, as standards evolve, or as additional controls are implemented, or existing controls are modified as We deem necessary.

#### Security Measures Utilized by Us

As provided for in Section 3.2 of the Agreement, We will abide by these Security Measures to protect Service Data as is necessary to provide the Services:

**1. Security Policies and Personnel.** We have and will maintain a managed security program to identify risks and implement preventative technology, as well as technology and

processes for common attack mitigation. This program is and will be reviewed on a regular basis to provide for continued effectiveness and accuracy. We have, and will maintain, a full-time information security team responsible for monitoring and reviewing security infrastructure for Our networks, systems and services, responding to security incidents, and developing and delivering training to Our employees in compliance with Our security policies.

**2. Data Transmission.** We will maintain commercially reasonable administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Service Data. These safeguards include encryption of Service Data in transmission (using TLS or similar technologies) over the Internet, except for any Third Party Services that does not support encryption, which You may link to through the Services at Your election.

**3. Incident Response.** We have an incident management process for security events that may affect the confidentiality, integrity, or availability of Our systems or data. This process specifies courses of action, procedures for notification, escalation, mitigation, and Documentation. The incident response program includes 24×7 centralized monitoring systems and on-call staffing to respond to service incidents.

**4. Access Control and Privilege Management.** We restrict administrative access to customer production systems to operational personnel. We require such personnel to have unique IDs and associated cryptographic keys. These keys are used to authenticate and identify each Person's activities on Our systems, including access to Service Data. Upon hire, Our operational personnel are assigned unique keys. Upon termination, these keys are revoked. Access rights and levels are based on Our employees' job function and role, using the concepts of least-privilege and need-to-know to match access privileges to defined responsibilities.

**5. Network Management and Security.** The data centers utilized by Us maintain industry standard fully redundant and secure network architecture with sufficient bandwidth as well as redundant network infrastructure to mitigate the impact of individual component failure. Our security team utilizes industry standard utilities to provide defense against known common unauthorized network activity, monitors security advisory lists for vulnerabilities, and undertakes regular external vulnerability audits.

**6. Data Center Environment and Physical Security.** The data center environments which are utilized by Us in connection with Our provision of the Service employ the following security measures:

- A security organization responsible for physical security functions 24x7x365.
- Access to areas where systems or system components are installed or stored within data centers is restricted through security measures and policies consistent with industry standards.
- N+1 uninterruptable power supply and HVAC systems, backup power generator architecture and advanced fire suppression.

Technical and Organizational Security Measures for Third-Party Service Providers

As provided for in Section 3.5 of the Agreement, any third-party service providers that are utilized by the IJCorp Group will only be given access to Your Account and Service Data as is reasonably necessary to provide the Service and will be subject to, among the other requirements in Section 3.5, their implementing and maintaining compliance with the following appropriate technical and organizational security measures:

- 1. Physical Access Controls.** Third-party service providers shall take reasonable measures, such as security personnel and secured buildings and factory premises, to prevent unauthorized persons from gaining physical access to data processing systems in which Service Data is Processed.
- 2. System Access Controls.** Third-party service providers shall take reasonable measures to prevent data processing systems from being used without authorization. These controls shall vary based on the nature of processing undertaken and may include, among other controls, authentication via passwords and/or two-factor authentication, documented authorization processes, documented change management processes, and/or logging of access on several levels.
- 3. Data Access Controls.** Third-party service providers shall take reasonable measures to provide that Service Data is accessible and manageable only by properly authorized staff, direct database query access is restricted and application access rights are established and enforced to ensure that persons entitled to access Service Data only have access to Service Data to which they have privilege of access; and, that Service Data cannot be read, copied, modified or removed without authorization in the course of processing.
- 4. Transmission Controls.** Third-party service providers shall take reasonable measures to ensure that it is possible to check and establish to which entities the transfer of Service Data by means of data transmission facilities is envisaged so Service Data cannot be read, copied, modified or removed without authorization during electronic transmission or transport.
- 5. Input Controls.** Third-party service providers shall take reasonable measures designed to ensure that it is possible to check and establish whether and by whom Service Data has been entered into data processing systems, modified or removed; and, any of transfer of Service Data to a third-party service provider is made via a secure transmission.
- 6. Data Protection.** Third-party service providers shall take reasonable measures designed to ensure that Service Data is secured to protect against accidental destruction or loss.
- 7. Logical Separation.** Third-party service providers shall logically segregate Service Data from the data of other parties on its systems to ensure that Service Data may be Processed separately.

## **SUPPLEMENTAL TERMS AND CONDITIONS**

### **SECTION 3: COUNTRY-SPECIFIC TERMS**

**Japan:**

You agree that You are responsible for notifying the End-Users using Our Services via Your Account about how the IJJC Corp Group may use End-Users' Personal Data as described in the Agreement and obtaining prior consent from End-Users to disclose their Personal Data to Us.

**Brazil:**

Personal Data collected, stored, used and/or processed by the IJJC Corp Group, as described in the Agreement, is collected, stored, used and/or processed in accordance with Brazilian Law No. 12,965/2014. By using Our Services, You expressly consent to the collection, use, storage, and processing of Your Personal Data by Us as described.

**Australia:**

Personal Data collected, stored, used and/or processed by the IJJC Corp Group, as described in the Agreement, is collected, stored, used and/or processed in compliance with the Australian Privacy Act 1988 (Commonwealth) and the Australian Privacy Principles as We further detail [here](#). If You are dissatisfied with Our handling of a complaint or do not agree with the resolution proposed by Us, You may make a complaint to the Office of the Australian Information Commissioner (OAIC) by contacting the OAIC using the methods listed on their [website](#). Alternatively, You may request that We pass on the details of Your complaint to the OAIC directly.

**New Zealand:**

Personal Data collected, stored, used and/or processed by the IJJC Corp Group, as described in the Agreement, is collected, stored, used and/or processed in compliance with the New Zealand Privacy Act (1993) and its 12 Information Privacy Principles (NZ IPPs) as We further detail [here](#).

**Singapore:**

Personal Data collected, stored, used and/or processed by the IJJC Corp Group, as described in the Agreement, is collected, stored, used and/or processed in compliance with the IJJC Corp Group's obligations under the Personal Data Protection Act 2012 of Singapore ("PDPA") as We further detail [here](#).

**Canada:**

Personal Data (as the term is defined in the Personal Information Protection and Electronic Documents Act of Canada (PIPEDA)) will be collected, stored, used and/or processed by the IJJC Corp Group in compliance with the IJJC Corp Group's obligations under PIPEDA.

## SUPPLEMENTAL TERMS AND CONDITIONS

### SECTION 4: CONSULTING SERVICES

If Subscriber has engaged IJJC Corp for the provision of professional services (including any training, success, and implementation services, "Consulting Services") as indicated on an Order Form, the provision of such Consulting Services will be governed by the Agreement, including these Supplemental Terms. Unless otherwise agreed to in a Statement of Work,

Subscriber agrees that any Consulting Services must be scheduled for completion by Subscriber within six (6) months following the commencement of the Subscription Term as indicated on the Order Form. In consideration of the foregoing, Subscriber and IJJC Corp, intending to be legally bound, agree to the terms set forth below.

**1. Scope.** All Consulting Services pursuant to the Agreement provided by IJJC Corp to Subscriber will be outlined in one or more mutually agreed-upon and jointly executed Statement of Work(s) ("SOW (s)") or Order Forms, each incorporated into the Agreement and describing in detail the scope, nature and other relevant characteristics of Consulting Services to be provided.

**2. Retention.** Subscriber hereby retains IJJC Corp to provide the Consulting Services described in one or more SOWs, subject to the terms and conditions set forth in the Agreement. IJJC Corp shall not be obligated to perform any Consulting Services until both Parties have mutually agreed upon and executed an SOW with respect to such Consulting Services. After execution of an SOW, the Consulting Services to be provided under that SOW may only be changed through a change order mutually executed by the Parties ("Change Order").

### **3. Performance of Consulting Services.**

**3.1** Each SOW will include reasonable details about Consulting Services, including, at a minimum, the Fees charged and the qualified employees and/or non-employee contractors of IJJC Corp ("Subcontractors" and together with IJJC Corp's employees for the purposes of these Supplemental terms, "Consulting Services Personnel") employed in performing the Consulting Services. IJJC Corp and Subscriber agree to cooperate in good faith to achieve satisfactory completion of the Consulting Services in a timely and professional manner.

**3.2** The Parties will each designate a representative to interface and facilitate the successful completion of the Consulting Services ("Subscriber's Representative" and "IJJC Corp's Representative", respectively). Any Subcontractor (defined below) designated by IJJC Corp to perform any portion of the Consulting Services will designate a representative to interface with Subscriber and IJJC Corp on all matters relating to Subcontractor's performance of Consulting Services ("Subcontractor's Representative").

**3.3** IJJC Corp will perform the Consulting Services, directly or through a Subcontractor of its choice. Subscriber agrees to provide, at no cost to IJJC Corp, timely and adequate assistance and other resources requested by IJJC Corp to enable the performance of the Consulting Services (collectively, "Assistance"). Neither IJJC Corp, nor its Subcontractors will be liable for any deficiency in performance of Consulting Services to the extent resulting from any acts or omissions of Subscriber, including but not limited to, Subscriber's failure to provide Assistance as required hereunder.

**3.4** In performing the Consulting Services, IJJC Corp will provide such resources, and utilize Consulting Services Personnel as it deems necessary to perform the Consulting Services or any portion thereof. Subscriber may object to IJJC Corp's election of Subcontractors by specifying its objection to IJJC Corp, in which case the Parties will cooperate in good faith to

appoint another Subcontractor to perform such Consulting Services. IJCorp may replace Consulting Services Personnel in its normal course of business, provided that IJCorp will be responsible for the performance of Consulting Services by all Consulting Services Personnel.

**3.5** IJCorp will control the method and manner of performing all work necessary for completion of Consulting Services, including but not limited to the supervision and control of any Personnel performing Consulting Services. IJCorp will maintain such number of qualified Consulting Services Personnel and appropriate facilities and other resources sufficient to perform IJCorp's obligations under the Agreement in accordance with its terms.

**3.6** With Subscriber's approval, IJCorp may enter ("assume into") Subscriber's Account as needed to provide the Consulting Services.

**3.7** In the event that Subscriber seeks to change the scope of Consulting Services to be provided under any SOW (including, but not limited to, any changes to the project schedule described in the SOW), Subscriber shall discuss such proposed changes with IJCorp. If IJCorp elects to perform such changes to the Consulting Services, the Parties shall work together in good faith to execute a Change Order. IJCorp shall be entitled to an adjustment in Fees pursuant to the changes reflected in the Change Order. IJCorp shall not be obligated to perform any differing or additional Consulting Services unless the Parties have mutually agreed upon a written Change Order.

**3.8** For SOWs that are deliverable/milestone based, upon delivery of all deliverables or completion of all milestones detailed in the S.O.W., IJCorp shall provide Subscriber with written notice ("Completion Notice"). Thereafter, Subscriber shall have five (5) days after the date of the Completion Notice to provide IJCorp with written notice describing any deliverables that have not been provided or milestones not met. The SOW shall be deemed complete and the deliverables accepted absent Subscriber's timely written notice of any deliverables or milestones not having been met. For the avoidance of doubt, a Completion Notice shall not be necessary for SOWs that are Time and Materials based.

#### **4. Fees; Payment Terms.**

**4.1** Subscriber will pay IJCorp the fees to provide the Consulting Services as detailed or described in an Order Form or SOW (the "Fees"). Unless agreed upon otherwise in the applicable SOW or Order Form, IJCorp shall invoice Subscriber for the Consulting Services provided on a monthly basis. All Fees are due and payable upon date of invoice, except for Fees that Subscriber disputes in good faith for reasons articulated in writing by Subscriber within thirty (30) days after receiving such invoice.

**4.2** All Consulting Services will be provided on either a time and materials or fixed-fee basis, as indicated in the applicable SOW. Each SOW providing for time and materials-based Fees will contain a detailed estimate of such time and materials necessary for performance of Consulting Services ("T&M Estimate"). IJCorp will make a commercially reasonable effort to provide such Consulting Services within such T&M Estimate, up to the number of hours agreed to by the Parties. IJCorp will make a reasonable effort to notify Subscriber as soon

as practicable if it appears that T&M Estimate may be exceeded. Upon receiving such amended T&M Estimate, Subscriber will assess, and accept or reject the amended T&M Estimate. Unless Subscriber rejects such amended T&M Estimate within five (5) days of delivery, such amended T&M Estimate shall be deemed accepted by Subscriber and Subscriber shall be liable for all Fees associated with Consulting Services delivered in reliance on such amended T&M Estimate. Any amended T&M Estimate which is or is deemed accepted by Subscriber shall be deemed a Change Order.

**4.3** The performance of Consulting Services may be subject to a retainer to be paid in advance by Subscriber upon execution and delivery of the SOW. Such retainer will be applied against Fees which become payable by Subscriber. IJJC Corp may refuse to perform Consulting Services unless and until such retainer is paid to IJJC Corp.

**4.4** In addition to any and all Fees, Subscriber will reimburse IJJC Corp for any reasonable expenses for travel, lodging, communications, shipping charges and out-of-pocket expenses, including change fees to travel and accommodations resulting from Subscriber's request, incurred by IJJC Corp in connection with providing the Consulting Services ("Expenses"). IJJC Corp will provide reasonable Documentation for all Expenses as requested by Subscriber. Subscriber shall reimburse IJJC Corp for Expenses within thirty (30) days of submission of the Expenses to Subscriber by IJJC Corp.

**4.5** Any unpaid Fees or Expenses will become overdue thirty (30) days after payment is due and shall be subject to a late fee of one and a half percent (1.5%) per month for each month where payment is not received.

**4.6** Cancellation/Changes: Any cancellations/changes less than five (5) days prior to agreed Consulting Services commencement date are subject to forfeiture of Fees paid and reserved date(s).

## **5. Relationship of the Parties.**

IJJC Corp is an independent contractor and will maintain complete control of and responsibility for its Consulting Services Personnel, methods, and operations in providing Consulting Services. IJJC Corp at no time will hold itself out as an agent, subsidiary, or affiliate of Subscriber for any purpose, including reporting to any government authority. The Agreement will not be construed so as to create a partnership, other joint venture or undertaking, or any agency relationship between the Parties, and neither party shall become liable for any representation, act or omission of the other party or have the authority to contractually bind the other party. Any Fees, Expenses or other amounts paid by Subscriber to IJJC Corp hereunder shall not be considered salary for pension or wage tax purposes and neither IJJC Corp nor its Consulting Services Personnel will be entitled to any fringe benefits, including sick or vacation pay, or other supplemental benefits of Subscriber, unless otherwise required by law. Subscriber shall not be responsible for deducting or withholding from Fees or Expenses paid for Consulting Services any taxes, unemployment, social security, or other such expense unless otherwise required by law.

## **6. Warranties, Limitation of Liability.**

**6.1** IJJC Corp hereby represents and warrants that:

1. the Consulting Services provided pursuant to the Agreement will be performed in a timely and professional manner by IJJC Corp and its Consulting Services Personnel, consistent with generally-accepted industry standards; provided that Subscriber's sole and exclusive remedy for any breach of this warranty will be, at IJJC Corp's option, re-performance of the Consulting Services or termination of the applicable SOW and return of the portion of the Fees paid to IJJC Corp by Subscriber for the nonconforming portion of the Consulting Services; and
2. it is under no contractual or other restrictions or obligations which are inconsistent with the execution of the Agreement, or, to its best knowledge, which will interfere with its performance of the Consulting Services.

**6.2** NOTWITHSTANDING SECTION 10.2 OF THE AGREEMENT, THE IJJC Corp GROUP'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ANY CONSULTING SERVICES, SHALL IN NO EVENT EXCEED THE FEES PAID BY SUBSCRIBER UNDER THE APPLICABLE SOW. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION 6.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF THE IJJC Corp GROUP WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. IJJC Corp HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE SUBSCRIBER WITH THE CONSULTING SERVICES PROVIDED UNDER THE AGREEMENT.

**6.3** The Parties hereby agree that:

CUSTOM APPLICATIONS THAT RESIDE WITHIN THE IJJC Corp SERVICE FRAMEWORK, HELP CENTER CUSTOMIZATIONS, INTEGRATIONS, AND PROGRAMMING SCRIPTS THAT ARE IDENTIFIED AND BEING DELIVERED UNDER A SOW (COLLECTIVELY, "CUSTOMIZED DELIVERABLES") ARE PROVIDED TO SUBSCRIBER "AS IS" AND IJJC Corp MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OR ANY REPRESENTATIONS TO SUBSCRIBER OR ANY THIRD PARTY REGARDING THE USABILITY, CONDITION, OPERATION OR FITNESS OF THE CUSTOMIZED DELIVERABLES. IJJC Corp SHALL NOT BE RESPONSIBLE, AT LAW OR OTHERWISE, FOR ANY CUSTOMIZED DELIVERABLES DESPITE ANY OTHER WARRANTIES OR GUARANTEES, IN THE EVENT THAT SUBSCRIBER MODIFIES ANY CUSTOMIZED DELIVERABLES IN A MANNER NOT INSTRUCTED BY IJJC Corp. IJJC Corp DOES NOT WARRANT THAT SUBSCRIBER'S OR ANY THIRD PARTY'S ACCESS TO OR USE OF THE CUSTOMIZED DELIVERABLES SHALL BE UNINTERRUPTED OR ERROR-FREE, OR THAT IT WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. IJJC Corp EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING CUSTOMIZED DELIVERABLES, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY. FURTHER, IJJC Corp EXPRESSLY DISCLAIMS ANY RESPONSIBILITY TO SUPPORT OR MAINTAIN CUSTOMIZED DELIVERABLES AND WILL NOT DO SO UNLESS OTHERWISE AGREED BY THE PARTIES. THIS DISCLAIMER OF WARRANTY AND LIABILITY IS EXPRESSLY



MADE IN ADDITION TO ANY DISCLAIMERS MADE BY IJJC Corp OR ITS AFFILIATES UNDER THE AGREEMENT WITH RESPECT TO THE SERVICES AS APPLICABLE TO SUBSCRIBER AND ANY THIRD PARTY'S USE OF THE SERVICES.

## **7. Rights to Deliverables; Ownership.**

**7.1** The Parties hereby agree that the specified Consulting Services to be completed pursuant to any SOW primarily involve the configuration of Subscriber's subscription to a Service and integration of Subscriber data with and into one or more Services using Pre-existing Technology, Developed Technology, and/or Generic Components (each as defined below). Unless otherwise expressly specified in a SOW, no deliverable provided in connection with the Consulting Services provided pursuant to the Agreement shall constitute a "Work Made For Hire" under the Agreement. In the event that any such deliverable is held to be a Work Made For Hire, Subscriber hereby assigns to IJJC Corp all right, title and interest therein or to the extent such assignment is not permitted or effective, hereby grants to IJJC Corp a perpetual, irrevocable, exclusive, worldwide, fully-paid, sub-licensable (through multiple layers), assignable license to any such deliverable. Additionally, IJJC Corp shall have a perpetual, irrevocable, non-exclusive, worldwide, fully-paid, sub-licensable (through multiple layers), assignable license to incorporate into the Pre-existing Technology, Developed Technology, and/or Generic Components or otherwise use any suggestions, enhancement requests, recommendations or other feedback IJJC Corp receives from Subscriber.

**7.2** Without limiting the foregoing, IJJC Corp and its licensors reserve and retain ownership of all Preexisting Technology, Developed Technology and Generic Components (each as defined below), and IJJC Corp hereby grants to Subscriber a non-exclusive, fully-paid, limited license to use Preexisting Technology, Developed Technology and Generic Components solely in connection with Subscriber's use of the Service (s). "Preexisting Technology" means all of IJJC Corp's inventions (including those of IJJC Corp's Affiliates) (whether or not patentable), works of authorship, designs, know-how, ideas, concepts, information and tools in existence prior to the commencement of the Consulting Services. "Developed Technology" means ideas (whether or not patentable) know-how, technical data, techniques, concepts, information or tools, and all associated Intellectual Property Rights thereto developed by IJJC Corp and its Affiliates or their Consulting Services Personnel in connection with providing Consulting Services pursuant to the Agreement that derive from, improve, enhance or modify IJJC Corp's Preexisting Technology. "Generic Components" means all inventions (whether or not patentable), works of authorship, designs, know-how, ideas, information and tools, including without limitation software and programming tools developed by IJJC Corp and its Affiliates or their Consulting Services Personnel in connection with providing Consulting Services generally to support IJJC Corp's product and/or service offerings (including, without limitation the Services) and which can be so used without use of Subscriber's Confidential Information.