

## Software Subscription Agreement

In order to access and use any Integrity Data of Illinois, Inc. ("ID") subscription software, the company that is requesting to use this software ("you" and "your") must agree to the terms of this Software Subscription Agreement ("Agreement"). By signing at the end of this Agreement, you will create a legally binding contract between you and ID with respect to use of any of the ID subscription software applications (collectively, "Software"), which are offered online by ID as a service you use through your browser. You acknowledge that PenSoft resells access to the Software to you but does not license the right to use the Software. Please take a moment to read these terms carefully.

**1. Software Use.** This Agreement is an annual agreement that is effective when you accept these terms and either request a free trial or pay the initial subscription fee, and continues as you pay the subscription fee based on the terms set forth on the sales order form. Subject to the terms of this Agreement, ID grants to you a nonexclusive, nontransferable, license to access and use the Software within the United States. You agree that ID owns all intellectual property rights in the Software and the trademarks used in connection with the Software. All rights not expressly granted here are reserved.

**2. Use Restrictions.** You may not: transfer, sublicense, or allow others to access to the Software. You may not directly or through the use of any device, software, website, or other means, copy, archive, distribute, upload, publish, modify, translate, or publicly display the Software. You may not incorporate the Software in any hardware or other software. Additionally, you may not: use the Software for anyone else's benefit; send SPAM or otherwise duplicative or unsolicited messages in violation of applicable laws; send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material harmful to children or that which violates privacy rights; send or store material containing software viruses, worms, or other harmful computer code, files, scripts, or programs; interfere with or disrupt the integrity or performance of the Software; or attempt to gain unauthorized access to the Software. Your access to the Software may be revoked if you breach of any of these use restrictions or use the Software in an unauthorized way.

**3. Your Data.** You own all of the data and information that you provide in the course of using the Software. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and ID is not responsible or liable for the deletion, destruction, damage, loss or failure to backup any of your data. ID uses industry standard security measures to protect the integrity and confidentiality of your data.

**4. Fees and Payment.** By accepting this Agreement, you acknowledge you will pay PenSoft a subscription fee based on employee count, and any applicable taxes. The subscription fee will be charged at the beginning of your subscription or the end of your free trial period, if any, whichever occurs first, and for each subscription term thereafter unless and until you end your subscription as described in Section 9 below. The subscription fee may be adjusted as employee count rises beyond the original employee count. Pro-rated adjustments will be invoiced for subscription periods greater than 1 month. Your subscription renewal date is recorded on your sales order form. PenSoft will give you advance notice by email if the subscription fee changes for any reason but will not notify you of any change in applicable taxes, if any. You must end your subscription at least 7 days before the renewal date in order to avoid being billed for the next subscription fee. If this Agreement is terminated before a renewal date, you will not be entitled to a prorated refund of any fee.

**5. Disclaimer.** ID DOES NOT MAKE ANY REPRESENTATIONS OR PROVIDE ANY WARRANTIES RELATED TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PUPOSE (INCLUDING BUT NOT LIMITED TO THE

RELIABILITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SOFTWARE). ID OFFERS THE SOFTWARE "AS IS" AND "AS AVAILABLE."

**6. Limitation of Liability.** ID AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS AND LOST DATA OR USE, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE SOFTWARE UNDER ANY THEORY OF LAW, EVEN IF ID HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. DEPENDING ON WHERE YOU ARE LOCATED, SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU. HOWEVER, IN NO EVENT WILL ID'S TOTAL LIABILITY EXCEED THE AMOUNT YOU HAVE PAID ID FOR SUBSCRIPTION FEES UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING YOUR CLAIM.

**7. Indemnifications.** ID agrees to defend, indemnify and hold you harmless from and against any liabilities, penalties, demands or claims (including expenses and reasonable attorneys' fees) arising out of a third party claim against you alleging the Software infringes any United States third party copyright or misappropriates any third party trade secret. You agree to indemnify, defend and hold ID harmless from and against any liabilities, penalties, demands or claims (including expenses and reasonable attorneys' fees) arising out of or in any way related to your breach or alleged breach of this Agreement or improper use of the Software. The party seeking indemnification must promptly provide notice of the claim and give control of the defense and settlement to the indemnifying party and fully cooperate with the indemnifying party. Any settlement must fully release the indemnified party from all liability. The indemnified party may, at its own expense, employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

**8. Confidentiality.** The Software and all of ID's nonpublic communications with you are confidential and only available to you under this Agreement. You agree to maintain the confidentiality of all passwords as well as the Software content and ID's communications with you. Confidentiality obligations do not apply to any information that: (a) is or becomes available without restriction to the general public by acts not attributable to the you; (b) was rightfully in the your possession without limitation on disclosure before it was disclosed under this Agreement; (c) is rightfully disclosed to you by a third party who is not restricted from making that disclosure.

**9. Termination.** You may end this Agreement and cancel your account by emailing PenSoft. A reactivation fee will be charged if you want to use the Software after this license it has been terminated. ID may terminate this Agreement and all of your authorized Software users at any time, without notice or liability, if ID determines that your or any of your users has breached this Agreement or violated any law, rule, or regulation. ID will permanently delete your data unless we receive instructions from you within 30 days of the termination date.

**10. Remedies.** ID's remedies are cumulative. You acknowledge that disclosure of its confidential information or breach of Sections 1 or 2 above will irreparably harm ID so that ID will be entitled to injunctive relief in addition to any and all other remedies at law that it may have under this Agreement. You agree that ID may block your access to the Software in the event that full and timely payment is not made for all amounts due or that you otherwise breach this Agreement. You agree to reimburse ID for all expenses it incurs in enforcing this Agreement, including reasonable attorneys' fees, arbitration costs and court costs, if any.

**11. Governing Law and Arbitration.** This Agreement shall be construed and governed under the substantive laws of the State of Illinois, without effect of conflict of laws provisions. Except for ID's right to

block your access to the Software, and the right of either party to seek injunctive relief to preserve the status quo or prevent irreparable harm, any other controversy or claim arising out of or relating to this Agreement that cannot be amicably resolved by the parties within 30 days of written notice shall be submitted to binding arbitration administered by ADR Systems before a single arbitrator in Cook County, Illinois.

The arbitration shall be heard and decided no later than 3 months after the notice of arbitration is filed with ADR Systems. The arbitrator shall hear and determine any preliminary issue of law asserted by a party to be dispositive of any claim, in whole or in part, in the manner of a court hearing a motion to dismiss for failure to state a claim or for summary judgment, pursuant to such terms and procedures as the arbitrators deem appropriate. No witness or party may be required to waive any privilege recognized under Illinois law. The hearing shall not last longer than 2 days unless all parties agree otherwise, with time to be divided equally between ID and you.

For good cause shown, the arbitrator may permit each side to serve no more than 15 document requests (including subparts) and 10 interrogatories (including subparts) on the opposing parties. For good cause shown, the arbitrator may permit each side to subpoena no more than 2 third-party witnesses for testimonial depositions if the witnesses cannot be compelled to attend the arbitration and no more than 2 current employees of each opposing party for testimonial depositions if the witnesses cannot be compelled to attend the arbitration. All discovery is otherwise governed by the Federal Rules of Civil Procedure and the precedents applicable to cases brought in the United States District Court for the Northern District of Illinois, Eastern Division. No other discovery shall be permitted except by written agreement of all parties. The parties and the arbitrator shall treat all aspects of the arbitration proceedings, including, without limitation, discovery, testimony and other evidence, briefs, and the award, as strictly confidential and not subject to disclosure to any third party or entity, other than to the parties, the arbitrator, and the ADR Systems. The arbitrator must give full effect to the applicable law and to all terms of this Agreement, and are specifically divested of any power to render decisions in derogation of applicable law and this Agreement. The arbitrator will issue written findings of fact and conclusions of law, the arbitrator's decision will be binding and conclusive upon all parties involved. Judgment upon any decision of the arbitrator may be entered in the highest court of any forum, federal or state, having jurisdiction.

**12. Amendment.** If ID makes a material amendment to this Agreement, ID will notify you by posting notice of the amendment on its website. Each amendment will be effective 30 days after it is posted. If you are using installed Software and not the Web-based version, the parties may also amend this Agreement if they do so in a writing that is signed by both parties.

**13. General Information.** If any provision in this Agreement is determined to be invalid or unenforceable by an arbitrator, Illinois court or by operation of law, we agree that provision will be deemed severable from this Agreement and it will not affect the validity of any remaining provisions. If either party fails to require the other to perform any provision of this Agreement, it will in no way affect the respective rights of either party to enforce a previously waived provision and a waiver of any breach shall not be construed as a waiver of any succeeding breach or as a waiver or modification of the provision itself. For the Web-based version of the Software, the ID website Terms of Use and Privacy Policy are integrated into this Agreement and together supersede all prior understandings between the parties about the Software. All notices required or permitted to be given under this Agreement shall be sufficient if sent by email to you, at the email you provided in your account registration, and to ID at sales@integrity-data.com, with a confirmation copy sent the same day by first class, certified mail, return receipt requested, or by national overnight carrier (UPS, FedEx, etc.) using the address you provided in your account registration and the ID address appearing in the Terms of Use. The following Sections survive the termination of this Agreement: 5-8, 10-13.

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Signature

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Printed Name

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Company

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Date