

Master Subscription Agreement

Terms of Use

THIS MASTER SUBSCRIPTION AGREEMENT (THE "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU AND ANY COMPANY YOU REPRESENT (COLLECTIVELY, "YOU" AND "YOUR") AND INFLUCITY CORPORATION ("INFLUCITY").

THIS AGREEMENT APPLIES TO (1) ALL SUBSCRIPTIONS FOR INFLUCITY HOSTED SOFTWARE AS A SERVICE (SAAS) SOLUTIONS AND (2) ANY OTHER RELATED SERVICES THAT INFLUCITY MAY PROVIDE TO YOU IN CONNECTION WITH SUCH SAAS SOLUTIONS.

PLEASE READ THE AGREEMENT CAREFULLY BEFORE CONTINUING YOUR SUBSCRIPTION REGISTRATION. BY USING THE SERVICE, YOU AND ANY COMPANY YOU REPRESENT AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOUR COMPANY, YOU ARE REPRESENTING TO US THAT YOU HAVE THE AUTHORITY TO BIND YOUR COMPANY TO THIS AGREEMENT, AND THE TERM "YOU" SHALL REFER TO YOUR COMPANY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

ARTICLE I. DEFINITIONS

For purposes of this Agreement, the definitions set forth below apply:

"Authorized User" means any of Your employees, consultants, contractors or agents authorized by Your administrator to access and use the Influxity Service on behalf of Your business, in each case subject to such person's agreement to be bound by the terms of this Agreement.

"Front End Code" means our user interface display and usability platform. This includes, but is not limited to, the layout, color scheme, HTML pages and source code, etc.

"Influxity Materials" means any documentation, user guides, videos or other similar materials provided by Influxity to You in connection with Your use of the Influxity Service.

"Influxity Service" means any of the Influxity set of SaaS solutions that are developed, operated, and maintained by Influxity (and its third party service providers) and that are subscribed to through an Influxity branded or controlled website (or Influxity partner website). The definition of Influxity Service does not include any separate professional Services (as defined below) that may be purchased by You from Influxity.

"Order Form" means any online or written subscription order form for the Influxity Service or for Services submitted by You either during an online subscription process or separately signed by

You and submitted to Influcity, and any future purchase order or order form that makes reference to this Agreement.

"PHI" means (i) "protected health information" as defined in 45 CFR § 160.103, and (ii) any other patient or health information protected by the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time ("HIPAA"), including the regulatory revisions implemented pursuant to the Health Information Technology for Economic and Clinical Health Act (the "HITECH ACT").

"Services" means any implementation, training or other professional services provided by Influcity to You pursuant to the terms of an Order Form.

"Subscription Term" means the use term for the Influcity Service set forth on Your Order Form and any additional renewals of such term.

"Third Party Content" means the content, including software code, that an Influcity partner or other third party may bundle with the Influcity Service, for a specific market or niche offering.

"Your Data" means registration information, information concerning Your Authorized Users and customers and contacts, business, marketing and financial information, and any similar data that You upload to the Influcity Service.

ARTICLE II. USE RIGHTS AND RESTRICTIONS

2.1 Use Rights; Restrictions. Subject to the terms of this Agreement, Influcity grants to You during the Subscription Term the non-transferable (except as permitted below), non-exclusive right to permit Your Authorized Users to access and use the Influcity Service (and any Influcity Materials provided to You) to allow You to perform influencer searches, campaign planning, influencer collaboration, campaign measurement and other related business functions that the Influcity Service is designed to perform, subject to the following restrictions: (i) Your use of the Influcity Service may not be on behalf of third parties unless a separate agreement between You and Influcity permits use of the Influcity Service on behalf of Your clients (and in such case limited to use on behalf of clients for whom You have purchased access and use rights); (ii) except as expressly permitted herein or in a separate partner agreement between You and Influcity, You may not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource otherwise commercially exploit or make the Influcity Service or the Influcity Materials available to any third party; (iii) You may not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Influcity Service or Influcity Materials (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law), or access or use the Influcity Service or Influcity Materials in order to build a similar or competitive product or service; (iv) Your use of the Influcity Service (in terms of number of Authorized Users, maximum campaigns, monthly limitations, etc.) shall conform with the restrictions set forth in the Order Form for the level of subscription purchased by You (Influcity may monitor Your compliance with these limits and if it detects overuse require that You upgrade to the appropriate higher subscription level); (v) Your use of the Influcity Service must not cause undue strain or stress on the Influcity network through excessive API calls or other non-standard use; and (v) Your use of the Influcity Service must comply with the separate Influcity Acceptable Use Policy posted on the Influcity website (www.Influcity.com) as updated by Influcity from time to time.

2.2 Technical Support. During the Subscription Term, You will be entitled at no extra charge to access online user guides, knowledge bases and self-help tools, and any additional standard technical support resources (collectively, "Technical Support") for the Influcity Service offered by Influcity from time to time, the terms of conditions of which may be described and updated from time to time on the support or customer care sections of the relevant Influcity website (www.Influcity.com). Influcity reserves the right to modify the posted terms and conditions for Technical Support, at any time at its sole discretion.

2.3 Intellectual Property Rights. Influcity shall retain all right, title and interest (including all copyrights, patents, service marks, trademarks and other intellectual property rights) in and to the Influcity Service and Influcity Materials (including application development, business and technical methodologies, and implementation and business processes, used by Influcity to develop or provide the Influcity Service or Influcity Materials), and any and all updates, enhancements, customizations, revisions, modifications, future releases and any other changes relating to any of the foregoing. Except for the limited access and use rights granted pursuant to this Agreement, You do not acquire any interest in the Influcity Service or Influcity Materials. You agree that any suggestions, enhancement requests, feedback, recommendations or other information provided by You or any of Your Authorized Users relating to the Influcity Service or the Influcity Materials may be used by Influcity without restriction or obligation to You.

2.4 Additional Restrictions. You are expressly prohibited from using any Front End Code for any purpose outside of the intended design and implementation of Your authorized use of the Influcity Service. Any replication or use of any aspect of the Front End Code or other Influcity application or Services for any purpose designed or intended to compete with Influcity's solutions is strictly prohibited.

2.5 Ownership of Your Data. As between You and Influcity, Your Data and any similar data provided to Influcity outside of the uploading process (either in hard copy or electronic format) is and shall remain Your property. To enable Influcity to provide You with the Influcity Service, and subject to the terms and conditions of this Agreement, You hereby grant to Influcity a non-exclusive right to use, copy, distribute and display Your Data solely in connection with Influcity's operation of the Influcity Service on Your behalf. You, not Influcity, shall have sole responsibility for the accuracy, integrity, and reliability of Your Data, and Influcity will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of Your Data. Influcity will protect any of Your Data provided to Influcity as confidential in accordance with Article IV below.

2.6 Protection of PHI. You agree to alert Influcity in writing if you will be using the Services to store or process PHI. To the extent that You do use the Services to store or process PHI, then the terms of the Influcity Business Associate Agreement will apply to any PHI stored or processed by You using the Services and the terms of the Influcity Business Associate Agreement are incorporated herein by reference. Upon either Your or Influcity's request, both parties will execute a signable version of the Influcity Business Associate Agreement.

ARTICLE III. FEES

3.1 Fees. The fees for the Influcity Service and any additional Services ("Fees") are set forth on our website and/or in the Order Form and are payable in advance, irrevocable and non-refundable except as set forth in the Order Form and this Agreement. You agree to provide Influcity with complete and accurate billing and contact information. Where payment by credit card is indicated in the Order Form, or You otherwise provide Influcity with credit card

information, You authorize Inluicity to bill such credit card (a) at the time that You order the Inluicity Service or other Services set forth in the Order Form, (b) for any billing frequency otherwise established in the Order Form, and (c) at the time of any renewal, for the amount charged plus any applicable sales taxes for any renewed Subscription Term. If Inluicity, in its discretion, permits You to make payment using a method other than a credit card, Inluicity will invoice You at the time of the initial Order Form and thereafter on a monthly basis in advance of the relevant billing period, and all such amounts invoiced will be due within ten (10) days of Your receipt of Inluicity's invoice. Late payments shall be subject to a service charge of one and one-half percent (1.5%) per month, or the maximum charge permitted by law, whichever is less.

3.2 Taxes. You shall pay all personal property, sales, use, value-added, withholding and similar taxes (other than taxes on Inluicity's net income) arising from the transactions described in this Agreement, even if such amounts are not listed on an Order Form. To the extent You are exempt from sales or other taxes, You agree to provide Inluicity, upon request, with the appropriate exemption certificate.

3.3 Non-Payment; Other Suspension Rights. Inluicity may terminate the Inluicity Service if the billing or contact information provided by You is false or fraudulent. Inluicity also reserves the right, in its discretion, to suspend Your access and/or use of the Inluicity Service: (i) where any payment is due but unpaid and You have been requested but failed to promptly cure such payment failure; or (ii) in the event a dispute arises on Your account as to who at Your business has authority to act or manage Your account and Inluicity is not promptly provided with written instructions from the interested parties associated with Your account that fully resolves the dispute. You acknowledge and agree that if a dispute arises as to management of Your account, then (i) if the listed owner of the account is a corporation, limited liability company or other registered entity, Inluicity may rely on public records (to the extent available) concerning the appropriate authorized executives or managers of Your entity; or (ii) if the listed owner is a dba or sole proprietorship, or any other entity for which public records of control are not readily accessible online, Inluicity may assume that the person or entity that has been making payments on Your account has the authority to manage the account. You agree that Inluicity shall not be liable to You nor to any third party for any suspension of the Inluicity Service resulting from Your non-payment of Fees or from a dispute as to the management rights to Your account.

3.4 Charges. You will be charged at the start of each billing period, for the upcoming billing period. Charges will be applied monthly, on a continual basis, until such time as a Cancellation, as outlined in this Agreement.

3.5 Refunds. Inluicity does not issue refunds on payments which have been made, for Services which have been rendered or for the current billing period.

3.6 Cancellations. You may cancel your Subscription at any time, unless otherwise stated in your contract or agreement. Cancellations will be applied starting at the next billing period.

ARTICLE IV. CONFIDENTIALITY; USE OF NAMES

4.1 Confidential Information. For purposes of this Agreement, confidential information shall include the business terms in the Order Form, Your Data, the Inluicity Service and the Inluicity Materials, and any information that is clearly identified in writing at the time of disclosure as

confidential or that should be reasonably understood to be confidential by the receiving party given the nature of the information and the circumstances of its disclosure ("Confidential Information"). Each party agrees: (a) to receive and maintain in confidence all Confidential Information disclosed to it by the other party or by a third-party; (b) not to use the Confidential Information of the other party except to the extent necessary to perform its obligations or exercise rights hereunder; (c) to limit the internal dissemination of Confidential Information to those employees and contractors of the recipient who have a need to know and an obligation to protect it; and (d) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). Influxity will restrict its employees' access to Your Confidential Information to only those employees necessary to successfully provide the Influxity Service. Influxity may disclose Confidential Information on a need-to-know basis to its contractors who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services for Influxity in connection with the performance of this Agreement. Confidential Information shall not include information that: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing party; or (4) the recipient becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient. This Section will not be construed to prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority. The parties agree to give the other party prompt notice of the receipt of any subpoena or other similar request for such disclosure.

4.2 Credit Card Information. Influxity agrees that it will retain and store any provided credit card information only for the minimum amount of time required for business, legal and/or regulatory purposes, and will use standard industry practices to protect such information from unauthorized access, disclosure or use.

4.3 Use of Names in Marketing. You may use Influxity's name and credentials in an appropriate and acceptable manner for Your standard marketing promotions, provided that You agree to cease or alter such use at Influxity's request where such use is contrary to Influxity's branding policies, could cause any brand confusion in the market or is otherwise objectionable to Influxity. Similarly, Influxity may use Your business name in an appropriate and acceptable manner for standard marketing promotions, provided that Influxity agrees to cease or alter such use at Your request where such use is contrary to Your branding policies, could cause any brand confusion in the market or is otherwise objectionable to You. Acceptable and standard marketing promotions include, but are not limited to: client listings, press releases, surveys, interviews, reputable business publications, television, and web site presentation and promotion, etc.

ARTICLE V. TERM & TERMINATION

5.1 Standard Term. Unless a different Term is specified in a signed Order Form between You and Influxity, the Initial Term of Your subscription to an Influxity Service will begin on the submission or execution of Your Order Form and shall continue on a month to basis until the subscription is terminated as provided for in this Article 5. The term of this Agreement will automatically terminate when all active Subscription Terms have been terminated.

5.2 Termination without Cause. Either party may terminate the Subscription Term to an Influxity Service by providing thirty (30) days' prior written notice to the other party. Influxity's termination

rights are in addition to any suspension rights it may have under this Agreement or the incorporated Acceptable Use Policy.

5.3 Effect of Termination. Upon termination of the Subscription Term, all Fees then due and payable to Influidity must be paid in full. Contingent upon its receipt of all such Fees, Influidity will continue to make Your Data available for downloading through the termination date. In addition, for a period of thirty (30) days following termination, You may arrange for the downloading of Your Data by contacting Influidity. Following this (30) day grace period, Influidity may remove Your Data from the production environment for the Influidity Service. The provisions of this Agreement which by their nature are intended to survive expiration or termination shall survive, including but not limited to obligations concerning confidentiality, protection of intellectual property, indemnification and payment of unpaid Fees and expenses.

ARTICLE VI. WARRANTIES/LIMITATION OF LIABILITY/INDEMNITY

6.1 Limited Warranties. Influidity warrants for a period of thirty (30) days following their delivery that all professional Services provided hereunder will be performed in a workmanlike manner, in conformity with the professional standards for comparable services in the industry. For any breach of this warranty timely reported by You, Your exclusive remedy shall be the re-performance of the deficient Services, and if Influidity is unable to re-perform the deficient Services as warranted, You shall be entitled to recover the portion of the Fees paid to Influidity for such deficient Services, and such refund shall be Influidity's entire liability. You warrant that Your business shall, at all times, comply with, and shall remain solely responsible for compliance with, all applicable federal, state and local laws and regulations, as well as the Influidity Acceptable Use Policy, in connection with Your use of the Influidity Service, and You agree to indemnify and hold Influidity harmless from and against any third party or government claims, including all related damages, costs and expenses (including reasonable attorneys' fees), that arise due to Your violation of law or breach of this warranty in Your use of the Influidity Service.

6.2 Influidity Not Responsible for Third Party Content. The Influidity Service may be bundled by third parties (including but not limited to Influidity marketing or content partners) with Third Party Content designed to facilitate use of the Influidity Service in certain market niches or to customize the Influidity Service for use by certain categories of target customers. To the extent that You either purchase the Influidity Service from such third parties or acquire the Third Party Content or configuration services from such third parties (even though you may purchase the core Influidity Service directly from Influidity), Influidity does not warrant in any manner and will not be responsible for such Third Party Content and You agree to look solely to the relevant third party provider (and not Influidity) if and to the extent that you have any complaints or issues relating to the Third Party Content or its interaction with an Influidity Service.

6.3 Warranty Disclaimers. EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, UNINTERRUPTED SERVICE OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT INFLUCITY SPECIFICALLY DISCLAIMS ALL WARRANTIES RELATING TO THE INFLUCITY SERVICE.

6.4 Limitation of Liability. IN NO EVENT WILL INFLUCITY BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF BUSINESS OR OTHER LOSS ARISING OUT OF OR RESULTING FROM THIS AGREEMENT EVEN IF IT HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY. IN ADDITION, IN NO EVENT WILL INFLUCITY'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU TO INFLUCITY DURING THE SIX MONTH PERIOD PRECEDING THE ALLEGED LIABILITY EVENT.

ARTICLE VII. GENERAL PROVISIONS

7.1 Notice. Notices regarding this Agreement to Influidity shall be in writing and sent via email to support@influidity.com. Influidity may give notice applicable to Influidity's general customer base by means of a general notice on the Influidity Service portal, and notices specific to You by electronic mail to Your designated contact's email address on record with Influidity, or by written communication sent by first class mail or overnight courier (if to an address within the United States), or international courier, to Your address on record in Influidity's account information. All notices shall be deemed to have been given three (3) days after mailing or posting (if sent by first class mail), upon delivery in the case of courier, or twelve (12) hours after sending by confirmed facsimile, email or posting to the Influidity Service portal.

7.2 Assignment. You may not assign this Agreement without providing prior notice to and obtaining the consent of Influidity, which shall not be unreasonably denied provided Your account is in good standing. Any purported assignment in violation of this Section shall be void.

7.3 Integration; Modification. This Agreement and the information incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with any applicable Order Form, represent the parties' entire understanding relating to the Influidity Service, the Influidity Materials and the Services, and supersede any prior or contemporaneous, conflicting or additional communications. The terms and conditions of this Agreement may only be amended by written agreement of the parties.

7.4 Governing Law; Arbitration. This Agreement shall be governed by the laws of the Province of Ontario without giving effect to conflict of laws principles. Any and all disputes, controversies and claims arising out of or relating to this Agreement or concerning the respective rights or obligations of the parties hereto shall be settled and determined by arbitration before a panel of one (1) arbitrator in Toronto, Ontario. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. The parties agree that the arbitrator shall have the power to award damages, injunctive relief and reasonable attorneys' fees and expenses to the prevailing party.

7.5 Force Majeure. Except for Your obligation to pay Fees for the Influidity Service or other Services rendered, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

7.6 Export. You agree that Canadian export control laws and other applicable export and import laws govern Your use of the Influidity Service, including Influidity technology. You represent that You are neither a citizen of an embargoed country nor prohibited end user under applicable Canadian export or anti-terrorism laws, regulations and lists. You agree not to use or export, nor allow a third party to use or export, the Influidity Service or technology in any manner that would

violate applicable law, including but not limited to applicable export and import control laws and regulations.

7.7 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

7.8 Relationship of Parties. No joint venture, partnership, employment, or agency relationship exists between Influidity and You as a result of this Agreement or use of the Influidity Service.

7.9 Waiver. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

7.10 Invalidity; Waivers. If any provision or portion of this Agreement is held invalid, illegal, void or unenforceable as it appears in this Agreement by reason of any rule of law, administrative or judicial provision or public policy, then such provision shall be construed as being enforceable to the extent such rule of law, administrative or judicial provision or public policy allows. All other provisions of this Agreement shall nevertheless remain in full force and effect. Neither of the parties shall be deemed to have waived any of its rights, powers or remedies hereunder unless the waiving party expresses such a waiver in writing.

Copyright 2016, Influidity Corp. Any rights not expressly granted herein are reserved by Influidity.