

CIRCUIT IDTM

PL Reseller Agreement

Private Label Reseller Legal Agreement Details v1.0

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CAREFULLY READ THESE TERMS AND CONDITIONS, AS THEY FORM A BINDING LEGAL AGREEMENT BETWEEN YOU AND CIRCUIT ID™.NET, INC. ONLY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY MAY EXECUTE THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, CLOSE YOUR BROWSER AND DO NOT PROCEED WITH USING THE SERVICES.

By accepting this Agreement between You and Circuit ID™ – by clicking “I Accept and Continue” – You agree to be bound by all of the terms and conditions of (i) this Master Service Agreement with Circuit ID™.net, Inc. and (ii) the following:

- Circuit ID™’s Privacy Policy (the “Privacy Policy”);
- Circuit ID™’s Service Level Agreement (the “SLA” or “Service Level Agreement”), and
- Circuit ID™’s Acceptable Use Policy (the “AUP”),
- Circuit ID™’s Schedules (collectively, this “Agreement”).

Each of the foregoing are expressly incorporated herein by reference and may updated from time-to-time by Circuit ID™. Current copies of the Privacy Policy, SLA AUP and Schedules are located at <https://www.circuitid.com/legal.php>. These may be updated time to time.

If You do not agree to any of the terms of this Agreement, then You (i) must click “I Decline” or close Your browser and (ii) do not have Circuit ID™’s permission to use the Services.

You acknowledge and agree that Circuit ID™ is not providing You SIP trunk (VOIP) or audio bridge services under this Agreement and that any use of telephony or other voice communications used in connection with the Services are provided by a third party and at Your sole risk.

If you are an individual entering into this Agreement on behalf of an Entity (defined below), you represent and warrant that you have the authority to bind such Entity to this Agreement. If you do not have such authority, neither you nor such Entity may accept this Agreement or use the Services.

Definitions. For the purposes of this Master Service Agreement, the following definitions apply:

“Access Information” means information that alone or together with other information, can provide access to any portion of Your Account, including but not limited to Your Account number, login names, passwords, credit card or other financial information, security questions and their respective answers, and any other similar information. For the avoidance of doubt, Your Access Information will include any similar information for each of Your Users.

“Account” means the account created with Circuit ID™ in connection with this Agreement that relates to Your purchase or subscription to and use of Services by You and Your Users.

“Applicable Law” means any applicable foreign, federal, state or other laws, rules, regulations or interpretations of relevant Governmental Authorities.

“Beta Offerings” means any portion of the Services offered on a “beta” basis, as designated by Circuit ID™, including but not limited to products, plans, services and platforms.

“Data” means all data submitted by Your Users to Circuit ID™ in connection with the Services, including all content, material, IP and similar addresses, recordings, messages, software, Account Information and Account-related settings.

“Entity” means a company, corporation, partnership, association, trust, unincorporated organization, government or political subdivision or any other legal entity.

“Governmental Authority” means a government, regulatory organization, self-regulatory organization, court of competent jurisdiction or similar body.

“Circuit ID™” means Circuit ID™, LLC a Delaware corporation with offices 42225 10th Street West, Lancaster, California 93536.

“Circuit ID™ Parties” means Circuit ID™’s affiliates (including parents and subsidiaries), vendors, licensors and partners, and it and their officers, employees, agents and representatives.

“Schedule(s)” means documents that specifically describe the Services used by You under this Agreement, including product descriptions, pricing, and other terms. Each Schedule shall be deemed a part of and incorporated into the Agreement.

“Services” means Circuit ID™’s hosting and/or other services, software and products, as such services, software and products are offered by Circuit ID™ from time-to-time in its discretion and subscribed to, purchased by, or used by You as set forth on a Schedule.

“Third-Party Service” means any service or product offered by a party that is not Circuit ID™. “User” means any of Your employees, consultants or independent contractors to whom You grant permission to access the Services in accordance with Circuit ID™’s entitlements procedures and this Agreement.

“You” and “Your” means the individual or Entity on whose behalf this Agreement is accepted.

1. RESELLER APPOINTMENT.

1.1 Appointment. Subject to and in accordance with the terms of this Agreement, Circuit ID™ hereby appoints You, and You hereby accept appointment, as Circuit ID™’s limited, nonexclusive reseller to promote and resell Services to Your customers and/or their end users (“End Users”) under the terms

provided herein. For the avoidance of doubt, your End Users may not further resell Services under this Agreement. You acknowledge and agree that the actions of any of Your Users with respect to the terms of this Agreement and the Services will be deemed to be actions by You and that any breach by any of Your Users of the terms of this Agreement will be deemed to be a breach by You.

1.2 Obligations. You agree to comply with the terms and conditions of this Agreement and with all applicable Circuit ID™ procedures and policies that shall identify and register End Users in accordance with the terms hereof and Circuit ID™'s applicable policies. You shall ensure that (i) prior to access to the Services, each End User agrees to, and is legally bound by with You, the End User MSA and any other agreements and documents presented by Circuit ID™ that are required to provide the Services, each as amended by Circuit ID™ from time-to-time; (ii) Services will only be provided to such End Users; and (iii) Your End Users comply with and do not breach the terms of the End User MSA. You are permitted to obligate End Users to agree to additional terms and conditions, provided that such additional terms and conditions do not conflict with the End User MSA or this Agreement. You hereby represent and warrant that (i) You are a bona fide reseller and have not entered into this Agreement for the purposes of receiving the Services for Yourself; (ii) You have sufficient personnel and resources to promote, support and resell the Services; (iii) You shall perform Your duties and obligations hereunder in a diligent and businesslike manner and refrain from any activity or action that may damage Circuit ID™'s reputation or the reputation of the Services; and (iv) You shall use Your best efforts to promote the Services.

2. SCOPE; ACCESS; SECURITY.

2.1 Account Information and Ownership. You agree to maintain accurate Account information by providing updates to Circuit ID™ promptly, but no later than three (3) business days, when any of Your Account information requires change, including any relevant Account contact information. Failure by You, for any reason, to respond within three (3) business days to any inquiries made by Circuit ID™ to determine the validity of information provided by You will constitute a material breach of this Agreement. You acknowledge and agree, and expressly consent, that in the event of any dispute regarding access to or legal ownership of any Circuit ID™ account or any portion thereof, including Your Account, Circuit ID™ will resolve such dispute in its sole discretion. In addition, in the event of such a dispute, Circuit ID™

may immediately suspend, alter or terminate any relevant account, including Your Account, or any portion thereof. You will reimburse Circuit ID™ for any legal and other fees incurred with respect to any dispute regarding control or ownership of Your Account or Your Data or the same of another Circuit ID™ customer. You acknowledge and agree that (i) the legal owner of all Data on the Account is You, the counterparty to this Agreement, and not any individual User, including any Account contact registered with Circuit ID™, regardless of any administrative designation (e.g., "Administrator," "Billing Contact," "Owner," etc.) and (ii) Circuit ID™ may request any documentation it requires to establish ownership and rights to Your Account and any related Data; provided that any User with an administrative designation has the authority to bind You to any amendments, modifications or acknowledgements regarding this Agreement or otherwise relating to the Services.

2.2 Account Security and Activity. You acknowledge and agree that You are solely responsible for (i) maintaining the confidentiality and security of Your Access Information, and (ii) all activities that occur in connection with Your Account, whether initiated by You, by others on Your behalf or by any other means. You will notify Circuit ID™ immediately of any unauthorized use of Your Account, Access Information or any other actual or potential breach of security. You acknowledge and agree that Circuit ID™ will not be liable for any loss that You may incur as a result of any party using Your Access Information, either with or without Your knowledge and/or authorization. You further agree that You may be held liable for losses incurred by Circuit ID™, any Circuit ID™ Party or another party due to any party using Your Access Information. Circuit ID™ strongly recommends that You keep Your Access Information in a secure location, take precautions to prevent others from accessing it and change it when necessary to maintain its confidentiality and security. **Circuit ID™ specifically disclaims all liability for any activity in Your Account, whether authorized by You or not.**

2.2 Expenses. You are solely responsible for any and all marketing, advertising and other costs and expenses of Your office, employees and activities that You undertake in connection herewith.

2.2 Restrictions on Use. You agree that the Circuit ID™ Property contains trade secrets and other valuable confidential and/or proprietary information belonging to Circuit ID™ and/or its licensors. You shall not (i) rent, lease, encumber, pledge, lend, copy, make available or distribute the Circuit ID™ Property, except as expressly permitted by this

Agreement; (ii) disclose the Circuit ID™ Property to any third party, (iii) alter, or permit the alteration of any Circuit ID™ Property; (iv) copy, or permit the copying or distribution of any Circuit ID™ Property; (v) knowingly take any action that jeopardizes Circuit ID™'s proprietary rights in any Circuit ID™ Property; (vi) acquire or seek to acquire any ownership interest in or to any Circuit ID™ Property; (vii) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from any Circuit ID™ Property; or (viii) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Circuit ID™ Property or that appear during use of any Circuit ID™ Property. Except as expressly provided herein, nothing in the Agreement shall be interpreted as granting to You or any other person or Entity, any right, title, or interest in or to any Circuit ID™ Property.

2.3 Third Party Beneficiary. You acknowledge and agree that (i) Circuit ID™ shall be deemed to be a third party beneficiary of End User MSA and (ii) You shall use Your reasonable efforts at Your own expense to assist Circuit ID™ in enforcing the terms of the End User MSA.

2.4 Non-Conforming or Interfering Use of Services; Privacy Policy. If Circuit ID™ determines that the use of Services by You or Your End Users (i) fails to conform with the terms and conditions of this Agreement (including any Circuit ID™ policy), or (ii) interferes with Circuit ID™'s ability to provide the Services to You, Your End Users or our other resellers or customers, then Circuit ID™ may immediately suspend the Services until such non-conformity or interference is cured. You acknowledge and agree that the terms of Circuit ID™'s Privacy Policy shall apply to the Data of You and Your Users and the Data (as defined in the End User MSA) of your End Users.

3. TERM AND TERMINATION.

3.1 Term. This Agreement shall be effective from Your acceptance of this Agreement and shall continue until the expiration or termination of all Schedules ("Agreement Term"). The term of each Schedule ("Schedule Term") shall be either the Initial Term or Renewal Term as defined herein.

(a) **Monthly Plan Schedule Term.** For a Monthly Plan with Circuit ID™, the Initial Term of a Schedule is the period from the date of Your initial payment or acceptance of the Schedule, whichever occurs earlier, through the remainder of that calendar month. A Renewal Term for a Monthly Plan of a Schedule is defined as one

calendar month beginning at the end of the Initial Term and each subsequent calendar month thereafter.

(b) **6 Month Extended Plan Schedule Term.** For a 6 Month Extended Plan with Circuit ID™, the Initial Term of the Schedule is the period from the date of Your initial payment or acceptance of the Schedule, whichever occurs earlier, through the remainder of that calendar month and continuing through the next six (6) calendar months (for example, a 6 Month Extended Plan that begins April 14 will continue until October 31), unless the parties have agreed in writing to a longer term. A Renewal Term for a 6 Month Extended Plan of a Schedule is defined as the six-month period beginning at the end of the Initial Term and each subsequent six-month period thereafter.

(c) **12 Month Extended Plan Agreement Term.** For a 12 Month Extended Plan with Circuit ID™, the Initial Term of the Schedule is the period from the date of Your initial payment or acceptance of the Schedule, whichever occurs earlier, through the remainder of that calendar month and continuing through the next twelve (12) calendar months (for example, a 12 Month Extended Plan that begins April 14 will continue until April 30 of the following year), unless the parties have agreed in writing to a longer term. A Renewal Term for a 12 Month Extended Plan of a Schedule is defined as the twelve-month period beginning at the end of the Initial Term and each subsequent twelve-month period thereafter.

(d) **Automatic Renewal.** Each Schedule will renew automatically at the end of the then-current Schedule Term for a Renewal Term unless terminated in accordance with this Agreement by either You or Circuit ID™.

3.2 Termination by You.

(a) **Monthly Plan.** For a Monthly Plan, You may terminate any Schedule for any reason by following the termination procedure located within the "Account" section of the administrative control panel prior to the beginning of any Renewal Term. If You terminate a Monthly Plan prior to the end of the then current Term, Circuit ID™ will not be required to refund to You any fees already paid.

(b) **6 Month Extended Plan or 12 Month Extended Plan** (each an "Extended Plan"). For an Extended Plan, You may terminate any Schedule for any reason by following the termination procedure located within the Account section of the

administrative control panel at any time for Circuit ID™ to terminate Your Account. If such a termination is effective prior to the end of the then-current Term, You will incur a fee that is the lesser of (a) two months of the Minimum Package Fee from the end of the calendar month following the requested termination date, as defined on Your then-current plan; and (b) the Minimum Package Fee for the remainder of the then-current Term. The “Minimum Package Fee” is the monthly charge for Your base package excluding any additional items that You have purchased along with such base package.

(c) Refunds/Fees for Termination by You. Fees for non-recurring Services and set up fees will not be refunded. Any fees previously waived or discounts applied may be reinstated if You terminate the account during the Schedule Term or if You breach this Agreement or any Schedule.

3.3 Termination by Circuit ID™.

(a) 30-Day Termination. Circuit ID™ may terminate this Agreement or any Schedule for any reason by providing thirty (30) calendar days notice. If Circuit ID™ terminates this Agreement pursuant to this Section 2.3(a), then all Schedules will terminate at the end of the thirty (30) day notice period. If Circuit ID™ terminates any Schedule pursuant to this Section 2.3(a), then (i) for a Schedule with a Monthly Plan, if the effective termination date occurs prior to the end of the then-current Schedule Term, Circuit ID™ will refund (or refrain from charging You) the pro rata monthly fees for the month in which Services terminate and (ii) for a Schedule with an Extended Plan, Circuit ID™ will refund (or refrain from charging You) the monthly fees for the month in which Services terminate. For Schedules with either a Monthly Plan or an Extended Plan, if Circuit ID™ terminates this Agreement or any Schedule pursuant to this Section 2.3(a), Circuit ID™ will not charge You monthly fees for any month following the month in which Circuit ID™ terminates this Agreement or any Schedule.

(c) Immediate Termination. Circuit ID™ may terminate this Agreement or any Schedule (or suspend Your Account) immediately and without prior notice for any of the following reasons:

Any material breach of this Agreement or any Schedule by You, as determined by Circuit ID™ in its sole discretion, including, but not limited to, failure to make any payment when due, violation of the AUP or any other Circuit ID™ policy or procedure applicable to the Services as notified to

You from time to time, which remains uncured beyond thirty (30) days notice by Circuit ID™; and (d) If Your use of the Services results in, or is the subject of, actual or potential legal action or threatened legal action, against Circuit ID™ or any of its affiliates, vendors, partners, representatives or customers, without consideration for whether such actual or potential legal action or threatened legal action is eventually determined to be with or without merit.

(e) Termination or Suspension of Users. In lieu of terminating or suspending Your entire Account, Circuit ID™ may suspend Your Account or terminate or suspend individual Users.

(f) No Refunds; Further Payment Due. If Circuit ID™ terminates this Agreement or any Schedule pursuant to Section 2.3(b), (i) Circuit ID™ will not refund to You any paid fees and (ii) You will be liable for any payment that would have been due had You terminated pursuant to section 2.2.

3.4 Following Termination. Termination will not cancel or waive any fees owed to Circuit ID™ or incurred prior to or upon termination. You agree that Circuit ID™ may charge such unpaid balance to Your Account on file or otherwise bill You for such unpaid balance. Upon termination, You must promptly uninstall all software provided by Circuit ID™ in connection with the Services. All of Your Data may be irrevocably deleted within fourteen (14) calendar days of termination, including but not limited to, databases, contacts, calendars, e-mail, website content, and any Data hosted by Circuit ID™. It will be solely Your responsibility to secure all necessary Data from Your Account prior to termination. Circuit ID™ will not be responsible or otherwise liable for any loss of Your Data or any damages arising from the deletion of Your Data following termination of the Services.

4. **F EES, BILLING, TAXES, CHARGES.**

4.1 Fees. You agree to pay the fees (“Service Fees”) as agreed by both parties. Additional fees may apply, such as migration and customization fees, professional services fees, out-of-pocket expenses and any other fees that your End Users are responsible for, including excess use fees.

4.2 Support Fee. You agree to pay Circuit ID™ Private Label Reseller Program Support Fee (the “Support Fee”) of \$25 per calendar month. The Support Fee shall be waived for the first 6 months following the commencement of the Services. In the event that after 6 months following the commencement of the Services, you meet or exceed monthly sales of 12 billable mailboxes (e.g., not

including demo or other non-chargeable mailboxes) Circuit ID™ will waive the Support Fee for each such month.

4.2 End User Billing and Collection. You shall be solely responsible for billing Your End Users and collecting their payments. If You utilize the Circuit ID™ payment gateway functionality to collect payments from your End Users, You assume full responsibility for Your usage of such functionality and Circuit ID™ is in no way responsible for the performance of the Circuit ID™ payment gateway, your payment processor or your bank.

4.3 Circuit ID™ Billing. Circuit ID™ shall use commercially reasonable efforts to bill You for services rendered.

4.4 Unpaid Accounts. No Service Fee shall be due to Circuit ID™ in connection with any unpaid End User account which is (i) disabled no later than the fifteenth (15th) of the month following the month in which such account was created and (ii) terminated within fifteen (15) days after it was so disabled. No Service Fee shall be due to Circuit ID™ in connection with any reseller internal test accounts provided such accounts are marked as non-chargeable test accounts prior the end of the month in which such accounts were created and such accounts to not exceed 30 days in duration.

4.5 Electronic Billing. Except as provided in Section 3.7 below, all payments hereunder shall be made by credit card. You hereby authorize Circuit ID™ to electronically charge Your credit card for payment for the Services. You hereby authorize Circuit ID™ to (i) make such charges as necessary for payment of current and outstanding bills and invoices, and recurring fees; (ii) make additional attempts to charge should the initial attempt fail; and (iii) in the event that You provide Circuit ID™ with different credit card information to correct any failure, act upon Your instructions, whether by phone, in writing, or by other means, that Circuit ID™ reasonably believes to be genuine.

4.6 Invoice Billing. After Your reseller account has been in good standing for six (6) consecutive months in each of which You were charged at least \$500.00 per month, You may request to be switched to invoice billing. Acceptance into Circuit ID™'s invoice program shall be at Circuit ID™'s sole discretion. Upon approval by Circuit ID™, you may be allowed to pay on an invoice basis, and Circuit ID™ will issue You an invoice within the first five (5) days of each calendar month for the prior month's charges. Each monthly invoice shall include an invoice processing fee of \$25.00 (twenty-five dollars). Payment by check

or wire must be received by the fifteen (15th) calendar day of the month in which the invoice is sent. All such payments shall be made in U.S. dollars. Payments may not be made by any other means without the prior written consent of Circuit ID™. Should any check from you not be honored by the relevant financial institution, a returned check fee in the amount of the lesser of \$50.00 (fifty dollars) or the maximum amount allowed by law, will be assessed.

4.7 Late Payment. In the event that Circuit ID™ does not receive payment by the fifteen (15th) calendar day of the month for which the payment is due, Circuit ID™ shall have the right to assess a late payment fee, equal to the greater of the amount of (a) interest calculated at the lesser of 18% or the maximum rate permitted by law, or (b) \$25.00 (twenty-five dollars). In the event of late payment(s) on Your account, Circuit ID™, at its sole discretion and without waiving other rights it may have, may suspend, interrupt, or terminate the Services to You and Your End Users.

4.8 Fees for Additional Services. You agree to pay Circuit ID™'s current rates and expenses, including the cost of Circuit ID™'s vendors, for any requests related to information retrieval, subpoenas, consulting and advisory services or similar work.

5. MODIFICATION OF TERMS.

Circuit ID™ may update, amend, modify or supplement the terms and conditions of this Agreement from time to time upon notice to You. You can review the most current version of this Agreement at any time at <https://www.circuitid.com/lega.php>.

6. LIMITED WARRANTY; LIMITATION OF DAMAGES.

6.1 Circuit ID™ provides Services "as is". You expressly agree that the resale and/or use of Circuit ID™ services is at your sole risk. Circuit ID™ and its subsidiaries, affiliates, officers, employees, agents, partners, vendors and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. You hereby agree that the terms of this agreement shall not be altered due to custom or usage or due to the parties' course of dealing or course of performance under this agreement.

6.2 Circuit ID™ and its subsidiaries, affiliates, officers, employees, agents, partners, vendors and licensors shall not be liable for any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to damages for lost profits, business interruption,

loss of programs or information, and the like, that result from the use or inability to use the Services or from mistakes, omissions, interruptions, deletion of files or directories, errors, defects, delays in operation, or transmission, regardless of whether Circuit ID™ has been advised of such damages or their possibility.

6.3 You agree that the total liability of Circuit ID™ and the Circuit ID™ Parties and your sole remedy for any claims regarding the services is limited to the credits set forth in the applicable Circuit ID™ Service Level Agreement.

6.4 In the case of translated or otherwise customized versions of the services that have been enabled by You, Circuit ID™ may, in its sole direction and without notice, update, revise or amend the Services, in which case, the Services provided to your End Users may contain text that does not reflect the corrected or updated text of the Services provided to Circuit ID™'s direct end users. You shall be responsible for notifying Your End Users of any such changes or discrepancies. Circuit ID™ is not responsible for updating or supporting any translated text.

7. INDEMNITY.

You shall defend, indemnify, save, and hold Circuit ID™ and the Circuit ID™ Parties harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against them that may arise or result from (i) Your breach of this Agreement and/or of any license related to the Services, (ii) Your negligence or willful misconduct or any of Your services or products, and (iii) any action or claim brought by an End User or third party related to the Services, including but not limited to, any action taken by Circuit ID™ with respect to Sections 1.3 and 7.2 of this Agreement.

8. CONFIDENTIALITY AND PRIVACY POLICY.

8.1 Confidential Information. "Confidential Information" is all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information will include Your Data. Circuit ID™'s Confidential Information will include the Services (and any portion thereof), the terms and conditions of this Agreement and all related forms and support records (written or electronic), as well as Circuit ID™'s business and marketing plans, technology and technical information, product plans

and designs, and business processes disclosed by Circuit ID™. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2 Protection of Confidential Information. Except as otherwise permitted by this Agreement or in writing by the Disclosing Party, the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement.

8.3 Use and Disclosure by Circuit ID™. Notwithstanding the foregoing, Circuit ID™ may use or disclose Your Data or the Data of your End Users (as defined in the End User MSA) (a) as expressly permitted in writing by You, (b) as expressly provided in this Agreement, including (i) in accordance with the Privacy Policy (as if such Data were "Information" as defined under the Privacy Policy), and (ii) to access such Data to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

8.4 Authorization of Use and Disclosure. You expressly authorize, acknowledge and agree that Your Data and the Data (as defined in the End User MSA) of your End Users is subject to the Privacy Policy and that Circuit ID™ may act in accordance with the Privacy Policy in connection with providing the Services or when otherwise necessary.

9. MISCELLANEOUS.

9.1 No Solicitation. During the term of this Agreement and for one year after its termination, you shall not solicit or attempt to solicit, directly or indirectly, for employment or other services, any persons or entities employed or engaged by Circuit ID™ during such period without Circuit ID™'s prior written approval.

9.2 Governing Law; Jurisdiction; Forum; Attorneys' Fees. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws or its principles. Any claim or suit arising out of or relating to this Agreement will be brought in any court of

competent jurisdiction located in the State of California. In any action to enforce this Agreement, including, without limitation, any action by Circuit ID™ for the recovery of fees due hereunder, You will pay Circuit ID™ reasonable attorneys' fees and costs in connection with such action if Circuit ID™ prevails in such action. You agree to waive the right to trial by jury with respect to any proceeding related to or arising out of this Agreement

9.3 Written Communications and Notice. You accept that communication from Circuit ID™ may be electronic. Circuit ID™ may contact You by e-mail or provide You with information by posting notices on Circuit ID™'s website or to Your Account. You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that Circuit ID™ provides to You electronically are acceptable and effective as notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given (i) immediately upon personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email or, if from Circuit ID™ to You, online posting. Notices to You may be addressed by Circuit ID™ to any e-mail address, postal address or facsimile number registered with Circuit ID™, or through means of online posting through the Services. Notices to Circuit ID™ that are not expressly authorized by administrative control panel under this Agreement shall be mailed to Circuit ID™, 42225 10th Street, Suite 117, Lancaster, California 93536, Attn: Legal Department, or such other address as designated on Circuit ID™'s website from time to time.

9.4 Age and Capacity. You hereby represent and warrant that You and any person to whom You grant access to Your Account have reached the older of (i) the age of eighteen and (ii) the age of majority in Your jurisdiction, and that You are not subject to a limitation on Your ability to enter into this Agreement.

9.5 Severability. If any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any of the other provisions of this Agreement, and this Agreement will be construed as if such provision(s) had never been contained herein, provided that such provision(s) will be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

9.6 Waiver. No waiver by Circuit ID™ of any breach by You of any of the provisions of this Agreement will

be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver will be effective unless it is in writing signed by the parties hereto, and then only to the extent expressly set forth in such writing.

9.7 Assignment. No benefit or duty of You under this Agreement will, without the consent of Circuit ID™, be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so will be void. Circuit ID™ may assign this Agreement without Your consent and without notice.

9.8 Force Majeure. Except for monetary obligations, neither party shall be liable to the other for failure or delay in the performance of a required obligation hereunder if such inability or delay is caused by reason of Force Majeure Event. "Force Majeure Event" is any cause beyond a party's reasonable control or anticipation, including, without limitation, acts of war, acts of god, terrorism, earthquake, hurricanes, flood, fire or other casualty, embargo, riot, sabotage, labor shortage or dispute, governmental act, insurrections, epidemics, quarantines, inability to procure materials or transportation facilities, failure of power, restrictive governmental laws or regulations, condemnation, acts of third parties, failure of the Internet or other reason that is beyond a party's reasonable control or anticipation.

9.9 Survival. The preamble, "Definitions" and Sections 2, 3, 4, 5, 6, 8, and 9 of this Agreement will survive termination.

Entire Agreement; Third Party Beneficiaries. This Agreement and any Schedules constitutes the entire agreement for provision of the Services to You and supersedes all other prior agreements and understandings, both written and oral, between You and Circuit ID™ with respect to the Services. You understand and agree that (a) Circuit ID™ and You may include, as the sole third party beneficiaries of this Agreement, the Circuit ID™ Parties, and (b) in the event of any breach of this Agreement or any Schedule, such Circuit ID™ Parties shall have all rights and remedies available to them as if they were parties to this Agreement, including claiming the benefit of Section 8

9.10 Independent Parties. Nothing contained in this Agreement shall be deemed to create, or be construed as creating, a joint venture or partnership between the parties. Neither party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other party. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or

implied, on behalf or in the name of the other party, or to bind such other party in any manner.

9.11 Publicity and Advertising. Except as required by law, You shall not make any written public statement, such as advertisements, marketing materials, or press releases, referring to the existence or terms of the Agreement, or the relationship memorialized by the Agreement, without the prior written approval of Circuit ID™.