

This Master Subscription Agreement (“Agreement”) governs Your use of Our Services. If you register for a free trial of our Services, this Agreement shall also govern that free trial. You agree to be bound by the terms of this Agreement either by clicking a box indicating Your acceptance or by executing an Order Form that references this Agreement.

1. Definitions

1.1. Unless otherwise defined in this Agreement, the capitalized terms herein shall have the following meaning:

“Authorized User” means any employee, contractor, representative, or other person acting on Your behalf who is authorized by You to use the Services and who has been supplied with access to the Services by either You or Us at Your written request.

“Customer Data” means any information uploaded to Our systems by Subscriber or an Authorized User.

“Order Form” means the order form provided by MasterLibrary.com, LLC to You which includes, without limitation, the Services to be provided to You, the term of Your subscription, and the cost for the Services.

“Our”, “Us” or “We” refers to MasterLibrary.com, LLC.

“Party” means MasterLibrary.com and/or the Subscriber.

“Portal” means Our interface by which a Subscriber or an Authorized User uses the Services.

“Services” means the software as a service product(s) provided by Us to You pursuant to a signed Order Form and this Agreement.

“Subscriber” means the person or entity that contracts for Our Services.

“Term” means the time period in which You are authorized to use the Services.

“Website” means any web site that We have setup for You or website that the You have been granted access to by Us.

“You” or “Your” shall refer to the Subscriber.

“Subcontractor” shall refer to any of the <<client>> component districts

2. License

2.1 License to the Services and MasterLibrary.com Content. Upon full payment for the Services, We hereby grant to Subscriber a limited, non-transferable, non-exclusive license to access and use the Services during the Term, subject to Subscriber’s compliance with this Agreement and the Order Form.

2.2 Use of MasterLibrary.com Content. As part of the Services, Authorized Users shall have access to information, communications, photos, text, video, graphics, music, sounds, images and other material and services posted by Us onto Our Website and designated for use by Us (collectively, “MasterLibrary.com Content”). Neither Subscriber nor its Authorized Users shall modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, or display the MasterLibrary.com Content, incorporate the MasterLibrary.com Content into another website, or mirror the Services, without Our prior written permission.

2.3 Ownership of Services and MasterLibrary.com Content. Notwithstanding anything to contrary herein, title to and ownership of the Services and the MasterLibrary.com Content shall at all times remain with MasterLibrary.com, LLC. We reserve all rights to the Services and MasterLibrary.com Content not expressly granted to You. You acknowledge that the Services and MasterLibrary.com Content are protected by United States and foreign intellectual property laws, and thus, unauthorized use of the Services or the MasterLibrary.com Content may violate copyright, trademark, and other laws.

2.4 License to Use Subscriber’s Name. Subscriber hereby grants to MasterLibrary.com, LLC a royalty-free, worldwide, irrevocable, perpetual, non-exclusive license to use Subscriber’s name and logo to identify Subscriber as a customer of MasterLibrary.Com on Our Website and in promotional and corporate materials. Additionally, Subscriber agrees that MasterLibrary.com, LLC may issue a press release (i) identifying the Subscriber as a customer and (ii) explaining the Subscriber’s intended use of MasterLibrary.Com and the benefits we expect the Subscriber to receive by using the Services and (iii) MasterLibrary.Com’s right to list the subscriber shall not survive termination of the agreement.

2.5 Suggestions. Subscriber hereby grants to MasterLibrary.com, LLC a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Portal and/or Website any suggestions, enhancement requests, recommendations, or other feedback provided by You, including Authorized Users, relating to the operation of the Services.

2.6 License and Ownership of Subscriber information. Subscriber shall retain all rights, title and interest in all information, data and other materials uploaded by it and its Authorized Users to any non-public areas of the Services.

3. Services

3.1 Modification of the Services. We reserve the right, at Our sole and absolute discretion, to modify the functionality of the Portal, the Website, or the Services at any time for any reason.

4. TERM

4.1. The initial term of this Agreement shall be set forth in the Order Form. The initial term shall begin upon full of payment for the Services set forth in the Order Form. Unless either party terminates the Term pursuant to Section 12 below, the Term shall automatically renew for a term of equal length as the initial term or one (1) year (whichever is shorter), and if Your account is setup for payment by credit card, You authorize Us to automatically bill and/or charge Your credit card for a successive term of equal length as the initial term or one (1) year (whichever is shorter). The initial term and all successive renewal terms shall be referred to, collectively, as the “Term.” The pricing for the Services during any automatic renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least ninety (90) days before the end of the current term, in which case the pricing increase shall become effective upon renewal. Any such pricing increase shall not exceed 10% of the pricing for the Services in the immediately prior term, unless the pricing in the prior term was designated in the relevant Order Form as promotional or one-time. The cost for any services which Subscriber wishes to add to its subscription at any time shall be at the then current rate for such service(s) unless otherwise provided in a new Order Form.

5. TAXES

5.1 Taxes. Subscriber shall pay any applicable taxes, including personal property taxes or sales or use taxes, resulting from its use of the Services.

6. USERNAME AND PASSWORD

6.1 Username and Password. Each Authorized User shall be required to select a username and password. Subscriber is solely responsible for maintaining the confidentiality of Authorized Users' usernames and passwords. Subscriber shall immediately notify Us of any unauthorized use of an Authorized User's username or password.

7. SUBMITTING CONTENT

7.1 Restrictions. Subscriber is responsible for its Authorized Users' use of the Services. Subscriber and its Authorized Users shall not: communicate or upload material that is copyrighted, unless Subscriber is the copyright owner or has legal right from the copyright owner to communicate or upload it; communicate or upload material that reveals trade secrets, unless Subscriber owns them or has legal right from the owner of the trade secret to communicate or upload it; communicate or upload material that infringes any intellectual property right or privacy or publicity right of any third party; communicate or upload material that is obscene, defamatory, threatening, harassing, abusive, or hateful to another user or any other person or entity; communicate or upload a sexually-explicit image or statement; communicate or upload advertisements or solicitations for business without prior approval from MasterLibrary.com, LLC; communicate or upload chain letters, pyramid schemes, or similar content; or impersonate another person. We reserve the right to investigate complaints or reported violations of this Agreement and to take any action We deem appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to Your or any Authorized User's profile, email addresses, usage history, posted materials, IP addresses, and/or traffic information.

7.2 Non-Infringement. Subscriber warrants and represents to MasterLibrary.com, LLC that all information, communications, software, photos, text, video, graphics, music, sounds, images and other materials transmitted or uploaded by Authorized Users to MasterLibrary.com are solely owned by Subscriber or are transmitted or uploaded with the express authority of the applicable owner(s) and do not infringe upon any third party's rights (including, without limitation, intellectual property rights), or contain any material or information that is obscene, defamatory, libelous, slanderous, that violates any personal right of publicity or privacy, or that will otherwise result in any tort, injury, damage or harm to any person.

7.2.5 Masterlibrary.Com, LLC warrants and represents to Subscriber that software and other intellectual property it provides to Subscriber or Subscriber's subcontractors pursuant to this agreement is lawfully owned or licensed by, or otherwise legally available to, Masterlibrary.Com, LLC for such purposes.

7.3 Links to other Websites. MasterLibrary.com may contain links to other websites. We are not responsible for the content, accuracy or opinions express in such websites, and we do not investigate, monitor or checked such websites for accuracy or completeness. Inclusion of any linked website on Our Website does not imply approval or endorsement of the linked website by MasterLibrary.com, LLC. If any Authorized User decides to leave Our Website and access such third-party sites, they do so at their own risk.

7.4 Third Party Content. Third party content may appear on MasterLibrary.Com or may be accessible via links from MasterLibrary.Com. MasterLibrary.com, LLC is not responsible for and assumes no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content on MasterLibrary.com transmitted or uploaded by third parties.

7.5 Privacy. MasterLibrary.com collects basic contact information (phone numbers, email address and company name and address) for use within the Website only, so that others can communicate with you on projects and processes based on access privileges. We do not store complete credit card data. We only store the last 4 number of a credit card number for reference and Your credit card expiration date, so that We can alert You to an expiring card. We do not share or sell Your personal data with any third party. You are responsible for managing Your contact information via Your user profile settings.

7.6 Data Storage Limits. File storage limits are set forth on the Order Form.

8. LIMITATIONS ON USE

8.1 Limitations on Use. Subscriber agrees that neither it nor its Authorized Users shall (i) rent, sell, lease or otherwise transfer the Services, (ii) use the Services in a manner that violates applicable law, (iii) violate or attempt to violate the security of the Services or use the Services to violate the security of other websites by any method, including, without limitation, (a) accessing data not intended for Subscriber or Authorized Users or logging into a server or account which Authorized Users are not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with the service(s) to any user or subscriber of the Services including, without limitation, by uploading or transmitting a virus to the Website or Our server, overloading, "flooding," "spamming," "mail bombing," attempting "denial of service" attacks, or "crashing," (d) sending unsolicited e-mail including promotions and/or advertising of products or services, (e) forging any MasterLibrary.com or MasterLibrary.com packet header or any part of the header information in any e-mail or newsgroup posting, or (f) accessing the Portal, Our Website, and/or the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. (g) Subscriber may monitor the portal, the website and the services under this agreement for purposes of its own and any subcontractors use and satisfaction with the portal, website and services provided. Subscriber shall be liable to MasterLibrary.com, LLC for any failure by its Authorized Users to comply with the terms of this Agreement.

9. CONFIDENTIALITY

9.1 Confidential Information. "Confidential Information" shall mean any information relating to or disclosed in connection with this Agreement, including technical processes, formulas, product designs, sales, cost and other unpublished financial information, product and business plans, and projections and marketing data, that is marked as confidential or proprietary or should be reasonably understood to be confidential or proprietary to the disclosing party. Notwithstanding any language in this agreement to the contrary both parties understand that the subscriber is a municipal corporation under New York State law and that it is entering this agreement for the express purpose of providing any goods and services under this agreement to one or more subcontractor, which are also municipal corporations. The parties further understand that such public entities are subject to Freedom of Information Law requests and that any and all responses to such requests are not subject to the

Confidentiality requirements of limitations in this agreement including, but not limited to, any requirement of prior notice or any liability for the public entities response to the FOIL request.

9.2 Confidentiality Obligation. All Confidential Information shall be retained by the receiving party in confidence for the term of this Agreement and for a period of three (3) years thereafter and shall not be used except in connection with performance under this Agreement.

9.3 Exceptions. Nothing in this Agreement shall in any way restrict the right of the receiving party to use, disclose, or otherwise deal with any information that (i) was already known to the receiving party at the time of disclosure as evidenced by written documents in the receiving party's possession prior to disclosure; (ii) was generally available to the public or becomes publicly known through no wrongful act of the receiving party; (iii) was received by the receiving party from a third party who had a legal right to provide it; or (iv) was developed independently of knowledge of Confidential Information received by the receiving party from the disclosing party. Nothing in this Agreement shall prevent a receiving party from disclosing information as may be required by law, regulation or order of any court or regulatory commission, department or agency, provided that the receiving party gives prompt notice of such requirement to the disclosing party to enable the disclosing party to seek an appropriate protective order.

10. DISCLAIMERS AND LIMITATIONS

10.1 Acknowledgment. You expressly acknowledge and agree that to the extent permitted by applicable law, that Your use of the Services is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy, and effort is with you. You further acknowledge that the Service(s) are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in the MasterLibrary.com Content and/or Service(s) or information provided by the Services could lead to personal injury (including death) or damage to property.

10.2 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. MASTERLIBRARY.COM, LLC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO THE SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. MASTERLIBRARY.COM, LLC DOES NOT WARRANT THAT THE MASTERLIBRARY.COM CONTENT, THE WEBSITE OR THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES AND WEBSITE WILL WORK WITH OR BE COMPATIBLE WITH SUBSCRIBER'S HARDWARE, SOFTWARE, AND/OR NETWORK. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING WITHOUT LIMITATIONS STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF MASTERLIBRARY.COM, THE SOFTWARE OR THE SERVICES, WHETHER MADE BY MASTERLIBRARY.COM, LLC EMPLOYEES OR OTHERWISE THAT IS NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY MASTERLIBRARY.COM, LLC FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF MASTERLIBRARY.COM, LLC WHATSOEVER.

10.3 Limitation. IN NO EVENT SHALL MASTERLIBRARY.COM, LLC BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS, OR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST DATA OR ECONOMIC DAMAGE, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER MASTERLIBRARY.COM, LLC HAS BEEN ADVISED OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES, WITH THE ONLY EXCEPTION BEING GROSS NEGLIGENCE OR WILLFUL MALFEASANCE ON THE PART OF MASTERLIBRARY.COM, LLC

Notwithstanding any provision contained herein to the contrary, the maximum liability of MasterLibrary.com, LLC arising out of or in connection with this Agreement or any use of or inability to use the Services, whether such liability arises from any claim based upon contract, warranty, tort, or otherwise, shall in no event exceed the actual amount paid to MasterLibrary.com, LLC by the Subscriber hereunder during the three (3) months preceding the event which triggered the loss or \$100, whichever is greater.

10.4 Limitation on Actions. SUBSCRIBER SHALL NOT INSTITUTE ANY ACTION IN ANY FORM ARISING OUT OF THIS AGREEMENT, THE ORDER FORM, OR THE SUBSCRIBER'S OR ITS AUTHORIZED USERS' USE OF THE SERVICES, PORTAL, AND/OR WEBSITE MORE THAN SEVENTY TWO (72) MONTHS AFTER SUCH CAUSE OF ACTION HAS ARISEN.

11. INDEMNITY

11.1 Indemnification. MasterLibrary.Com, LLC and Subscriber both agree to defend, indemnify, and hold harmless the other party and its respective members, managers, officers, employees, and agents, from and against any and all real or alleged claims, lawsuits, actions, demands, damages, penalties, costs, expenses and liability whatsoever, including reasonable attorneys' fees, accounting fees, and costs, to the extent arising out of the indemnifying party's, including their officers, employees, agents, and other representatives breach of the representations, warranties, or covenants under this Agreement. Each party shall notify the other of any such claim, suit, or proceeding threatened or filed against either party and shall both cooperate with other party in defending any such claim, suit or proceeding; provided, however, that each party shall have the right to select its own legal counsel in the event any legal action is threatened or brought against either party and against which the other party is obligated hereby to defend. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

12. TERMINATION

12.1 This Agreement may be terminated

- i. by either party by giving the other party written notice at least thirty (30) days before but not more than ninety (90) days prior to the scheduled end of the Term,
- ii. by MasterLibrary.com, LLC in the event of nonpayment by Subscriber within ninety (90) days of when due,
- iii. by MasterLibrary.com, LLC, at any time, without notice, if (a) Subscriber is in violation of any term or condition of this Agreement or the Order Form, or (b) Subscriber's use of the Services disrupts, or if MasterLibrary.com, LLC determines in its sole and absolute discretion that Subscriber could disrupt, MasterLibrary.com, LLC's business operations.

iv. by subscriber at any time on 30 days' notice if MasterLibrary.Com, LLC's website or services disrupts subscribers or its subcontractors' business operation for more than 72 consecutive hours or 7 days if due to Force Majeure.

12.2 If You cancel this Agreement prior to the end of the Term for any reason or no reason, You shall be obligated to pay all fees and charges due to MasterLibrary.com, LLC through the end of the Term.

13 MISCELLANEOUS

13.1 Independent Contractor. MasterLibrary.com, LLC and Subscriber are independent contractors, and nothing in this Agreement shall create or imply any agency relationship between the parties, nor shall the Agreement be deemed to constitute a joint venture or partnership between the parties. Neither party shall have authority to bind or otherwise obligate the other in any manner whatsoever.

13.2 Force Majeure. MasterLibrary.com, LLC shall not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, power failure, hardware failure, acts of God, or acts in compliance with any law or government regulation

13.3 Governing Law and Forum. This Agreement and all rights of the parties shall be governed by, and construed in accordance with, the laws of the State of New York without reference to conflict of laws principles. The parties hereto agree that the exclusive venue and place of trial for the resolution of any disputes arising in connection with the interpretation or enforcement of this Agreement shall be either the United States District Court for the Western District of New York, Rochester, New York, or the Monroe County Supreme Court, Rochester, New York. The parties hereby consent to the personal jurisdiction of the abovementioned courts.

13.4 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. The parties do agree that any subcontractors of the subscriber are intended third-party beneficiaries notwithstanding other language in agreement to the contrary.

13.5 Assignment. Subscriber may not assign any of its rights or obligations under this Agreement without the prior written consent of MasterLibrary.com, LLC. MasterLibrary.com, LLC may assign any of its rights or obligations under this Agreement without the written consent of Subscriber. MasterLibrary.com, LLC may subcontract any or all of its obligations under this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and their permitted assigns.

13.6 Notices. Any notice required or permitted to be given under this Agreement shall be given by a party and shall be sent (i) by personal delivery, (ii) electronically (e-mail or facsimile), (iii) by certified or registered mail, return receipt requested and postage prepaid or (iv) using a nationally recognized United States overnight courier service, fee prepaid, return receipt or other confirmation of delivery requested. Notices to Subscriber shall be sent to the Administrative Contact set forth in the Order Form and notices to MasterLibrary.com, LLC shall be sent to Us at 1160 Pittsford Victor Rd, STE J, Pittsford, NY 14534 to the attention of President, or at such other addresses as may be furnished in writing to You. Any notice or communication sent by personal delivery shall be deemed received upon the earlier of receipt or first refusal of delivery. Any notice or communication sent electronically (e-mail or facsimile) hereunder shall be deemed to have been received as of the date the sender of such communication receives a delivery receipt. Any notice or communication sent by certified or registered mail shall be deemed to have been received on the fifth (5) day following delivery to the U.S. Postal Service postage prepaid. Any notice or communication sent by a nationally recognized United States overnight courier service shall be deemed to have been received as of the date following the date so mailed postage prepaid; provided, however, that if the date following mailing shall be Saturday, Sunday, or a legal holiday, then the date of the notice shall be the next regular business day.

13.7 Waiver. No modification or waiver of this Agreement or any part hereof shall be effective unless in writing and signed by the party sought to be charged therewith. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. No waiver of any breach or condition of this Agreement by or with respect to a party hereto shall be deemed to be a waiver of the same breach or condition with respect to the other party hereto. No course of dealing between the parties hereto will be deemed effective to modify, amend, or discharge any part of this Agreement or the rights or obligations of either party hereunder.

13.8 Severability. In the event that any of the provisions of this Agreement or the application of any such provisions to the parties hereto with respect to their obligations hereunder are held by a court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected, impaired, or invalidated in any manner.

13.9 Paragraph Headings. The paragraph headings contained herein are for reference only and shall not be considered as substantive parts of this Agreement.

13.10 Compliance with Law. Both parties shall comply with all applicable laws and regulations of governmental bodies or agencies in their performance under this Agreement.

13.11 Entire Agreement. This Agreement contains the entire and only understanding between the parties and supersedes all prior agreements, either written or oral, relating to the subject matter hereof. Except as expressly provided herein, no modifications or waivers of this Agreement shall be binding on either party unless made in a writing that specifically references this Agreement and is signed by persons authorized to sign agreements on behalf of Subscriber and MasterLibrary.com, LLC.

13.12 Authority. If you signed the Order Form on behalf of the Subscriber, you represent that you have the authority to bind such Subscriber to this Agreement.