Subscription Services Agreement

This Subscription Services Agreement ("Agreement") is entered into as of the date of the last party to sign below ("Effective Date") between Raksha IT Australia Pty Ltd., with its principal place of business located at 12/88 Pitt Street, Sydney, NSW 2000 ("Community360), and <mark>Customer Name & Address</mark> ("Customer"). Capitalized terms not defined elsewhere in this Agreement shall have the meaning given to them in the Definitions section below. Community360 and Customer hereby agree as follows:

Definitions.

"Affiliates" means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this Agreement, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party, for as long as such control exists.

"Confidential Information" means, except as set forth in the following paragraph: (a) Customer Data; (b) the terms of this Agreement and (c) any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of the disclosing party to the receiving party for purposes arising out of or in connection with this Agreement, that: (i) in the case of information in tangible form, is marked "confidential" or "proprietary;" (ii) in the case of information disclosed orally, visually or any other intangible form, is designated confidential or proprietary at the time of disclosure, and if disclosed orally, is summarized in reasonable detail in a writing delivered to the receiving party within ten (10) days following disclosure; (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary; and (iv) will include any reproduction of such information in any form or medium, or any part of such information.

Notwithstanding the foregoing, the following shall not be Confidential Information: (1) information that was in the public domain at the time of its disclosure, or which becomes public domain property through no fault of the receiving party; (2) information that was rightfully in the receiving party's possession without restriction prior to disclosure; (3) information that was rightfully disclosed to the receiving party by a third party without restriction (4) information that was independently developed by employees and/or contractors of the receiving party who did not have access to and without use of or reference to the disclosing party's Confidential Information; and (5) aggregate data collected or generated by Community360 or on behalf of Community360 regarding Community360's products and services (for purposes of providing or improving Community360 products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other purposes) that does not contain any personally identifiable or Customer-specific information.

"Customer Data" means all electronic data or information submitted to and stored in the Service by Users.

"Electronic Communications" means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service.

"Estimate/Order Form" means an Community360 estimate, renewal notification or order form in the name of and executed by Customer or its Affiliate and accepted by Community360 which specifies the Service, and any Support Services and/or Professional Services to be provided by Community360 subject to the terms of this Agreement.

"Help Documentation" means the online English language help center documentation describing the Service features, including User Guides which may be updated from time to time.

"Professional Services" means the general consulting, implementation and/or training services to be provided to Customer pursuant to an applicable statement of work signed by both Parties.

"Service" means, collectively, the Community360 application suite (and any optionally procured modules) (the "Community360 Service") as described in the applicable User Guides that is procured by Customer from Community360 in the Estimate/Order Form and any subsequent Estimate/Order Form from time to time, including associated offline components, but excluding Third Party Applications, Support Services and Professional Services.

"Support Services" means the supplemental, fee-based technical support services to be provided to Customer for the Service pursuant to the terms for Support Services, found at www.community360.au/supportterms, or such other URL as specified by Community360.

"Third Party Applications" means applications, integrations, services, or implementation, customization and other consulting services related thereto, provided by a party other than Community360, as further described in Section 6.5 ("Third Party Applications") that interoperate with the Service, including but not limited to those listed on https://www.community360.au.

"Users" means individuals who are authorized by Customer or its Affiliate to use the Service pursuant to this Agreement or as otherwise defined, restricted or limited in an Estimate/Order Form or amendment to this Agreement, for whom subscriptions to a Service have been procured. Users include but are not limited to Customer's and Customer's Affiliates' employees, consultants, contractors and agents.

"User Guides" mean the online English language user guides for the Service, accessible via login at https://www.community360.au (under "Help"), as updated from time to time. Customer acknowledges that it has had the opportunity to review the User Guides through a free trial account made available by Community360.

"URL Terms" means the terms with which Customer must comply, which are located at a URL, referenced in this Agreement and are hereby incorporated by reference.

1. Subscription Service. Subject to the terms and conditions of this Agreement and during the Term, Community360 shall make the Service available to Customer to be used by Customer's and its Affiliates' Users solely for the internal business operations of Customer or such Affiliate (as the case may be). The terms of this Agreement shall also apply to updates, and upgrades subsequently provided by Community360 to Customer for the Service. Community360 shall host the Service and may update the functionality, user interface, usability and other user documentation, training and educational information of, and relating to the Service from time to time in its sole discretion and in accordance with this Agreement as part of its ongoing mission to improve the Service and customers' use of the Service.

2. Estimates/Order Forms. The Service shall be ordered by Customer or its Affiliates pursuant to Estimates/Order Forms. Each Estimate/Order Form shall include at a minimum a listing of the Service and any Support Services and/or Professional Services being ordered and the associated fees. Except as otherwise provided on the Estimate/Order Form or this Agreement, each Estimate/Order Form is non-cancellable and shall be subject to the terms and conditions of this Agreement. For any order by Customer's Affiliate, the term "Customer" shall refer to Customer and such Affiliate(s).

3. Restrictions.

3.1. General Restrictions. Customer is responsible for all activities conducted under User logins and for Users' compliance with this Agreement. Customer must not use, and must ensure that Affiliates do not use, the Service to provide a service bureau or outsourced service, and may not rent, resell, sublicense, or permit the concurrent use of a single User login, or time-sharing of the Service. Customer shall not and shall not permit any Affiliate, User or other third party to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code or modify the Service in any manner or form unless expressly allowed in the Help Documentation; (b) access or use the Service to circumvent or exceed Service account limitations or requirements; (c) use the Service for the purpose of building a similar or competitive product or service, (d) obtain unauthorized access to the Service (including without limitation permitting access to or use of the Service via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized Users); (e) use the Service in a manner that is in violation of any third party rights of privacy or intellectual property rights; (f) issue or participate in any press release or other public statement related to this Agreement or the Service without prior written consent of Community360; (g) publish, post, upload or otherwise transmit Customer Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (h) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Service. Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with this Agreement, including without limitation those related to privacy, electronic communications and anti-spam legislation. Customer is responsible for ensuring that its use of the Service to store or process credit card data complies with applicable Payment Card Industry Data Security Standards ("PCI DSS") requirements and shall not store credit card and social security data in the Service except in the designated encrypted fields for such data. Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Customer shall not permit Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Customer will not send any Electronic Communication from the Service that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by this Agreement, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Service by any means other than through the interfaces that are provided by Community360. Customer shall not do any "mirroring" or "framing" of any part of the Service, or create Internet links to the Service which include log-in information, user names, passwords, and/or secure cookies. Customer will

not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by Community360. Customer shall ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this Agreement. Any action or breach by any of such User shall be deemed an action or breach by Customer.

3.2. HIPAA. Customer agrees that: (i) Community360 is not acting on Customer's behalf as a Business Associate or subcontractor; (ii) the Service may not be used to store, maintain, process or transmit protected health information ("PHI") and (iii) the Service will not be used in any manner that would require Community360 or the Service to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"). In the preceding sentence, the terms "Business Associate," "subcontractor," "protected health information" or "PHI" shall have the meanings described in HIPAA.

4. Term, Fee, Payment & Taxes.

4.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue for the length of time referenced in all Estimate/Order Forms for the Professional Services and Service(s) (the "Term"). The initial subscription term of the Service procured by Customer shall continue for the term specified in the applicable Estimate/Order Form. Thereafter, this Agreement shall be renewed and the subscription term of the applicable Service shall be renewed as set forth in subsequent Estimate/Order Forms (each successive renewal term, a "Renewal Term"). Community360 shall provide Customer with a general renewal reminder and a renewal Estimate/Order Form in advance of the end of the then-current term. If Customer has not signed and delivered the Estimate/Order Form to Community360 regarding an upcoming Renewal Term prior to the expiration of the then current term, then the subscription term for the applicable Service and Users shall be automatically renewed for successive Renewal Terms of one (1) year each, unless either party provides written notice of non-renewal to the other at least thirty (30) days before such expiration.

4.2. Fees and Payment. All fees payable are due within 30 days from the invoice date unless otherwise specified in Customer Estimate/Order. All fees are non-refundable, except as otherwise explicitly stated in the applicable Estimate/Order Form or this Agreement.

4.3. The fees and the term of use for additional Users and other items procured during an existing subscription term will co-terminate with and be prorated through the end date of the subscription term for the applicable Service. Pricing for subsequent renewal Estimate/Order Forms shall be set at then current Community360 pricing, unless otherwise agreed to by the parties. If the fees for a feature or functionality of the Service are based on usage of the Service, then Community360 may access and use Customer Data as reasonably necessary to determine the fees for the applicable feature or functionality.

4.4. Taxes. Community360 fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Community360's net income. If Community360 has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Community360 with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights.

5.1. Ownership of Customer Data. As between Community360 and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer. Customer acknowledges and agrees that in connection with the provision of the Service, Community360 may store and maintain Customer Data for a period of time consistent with Community360's standard business processes for the Service. Following expiration or termination of the Agreement or a Customer account, if applicable, Community360 may deactivate the applicable Customer account(s) and delete any data therein.

5.2. Community360 Intellectual Property Rights. All rights, title and interest in and to the Service (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Service provided or developed by Community360) are owned exclusively by Community360 or its licensors. Except as provided in this Agreement, the rights granted to Customer do not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Customer grants Community360 a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Service (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Customer or any Users related to the operation or functionality of the Service. Any rights in the Service or Community360's intellectual property not expressly granted herein by Community360 are reserved by Community360. Community360, Raksha IT & Affiliate service marks, logos and product and service names are marks of Community360 (the "Community360 Marks"). Customer agrees not to display or use the Community360 Marks in any manner without Community360's express prior written permission. The trademarks, logos and service marks of Third Party Application providers ("Marks") are the property of such third parties. Customer is not permitted to use these Marks without the prior written consent of such third party which may own the Mark.

5.3. US Government Rights. The Service is a "commercial item" as that term is defined at FAR 2.101. If Customer or User is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Community360 provides the Service, including any related software, technology, technical data, and/or professional services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement; or (b) if acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative Agency or Federal Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as set forth in this Agreement. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Community360 to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. This U.S. Government Rights Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

6. Terms of Service. Customer agrees to the following terms of service.

6.1. Accuracy of Customer's Contact Information. Customer shall provide accurate, current and complete information on Customer's legal business name, address, email address and phone number, and maintain and promptly update this information if it should change.

6.2. Email and Notices. Except for Legal Notices set forth in Section 6.2.1 below, Customer's email address for communication and notice purposes relating to this Agreement is michael@houseofbricks.io (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from Community360 at the above e-mail address specified under this Section. Community360 may provide any and all notices, statements, and other communications in English to Customer through either e-mail, posting on the Service (or other electronic transmission) or by mail or express delivery service. Upon account setup, Customer may further designate additional contacts for various types of notices, as defined in the Help Documentation. Community360 recommends that the main and billing contact email addresses be group addresses (such as billing@houseofbricks.io) so that notices are reviewed promptly and not delayed due to the absence of one individual. In addition, Community360 may rely and act on all information, authorizations and instructions provided to Community360 from the above-specified e-mail address and/or Customer administrators.

6.2.1 Any notice required under this Agreement shall be provided to the other party in writing. If Customer has a legal dispute with Community360 or if Customer wishes to provide a notice under the Indemnification Section of this Agreement, or if Customer becomes subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to: Raksha IT Australia Pty Ltd, 12/8 Pitt Street, Sydney, NSW 2000, Australia, Attention: General Counsel, Legal Department.

6.3. Users: Passwords, Access and Notification. Customer shall authorize access to and assign unique passwords and user names to the number of Users procured by Customer on the Estimate/Order Form. User logins are for designated Users and cannot be shared or used by more than one User, but any User login may be permanently reassigned to another User as needed. Customer will be responsible for the confidentiality and use of User's passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. Community360 will act as though any Electronic Communications it receives under Customer's passwords, user name, and/or account number will have been sent by Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify Community360 of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User's password or name and/or Service account numbers.

6.4. Transmission of Data. Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to use of the Service. Customer is responsible for securing DSL, cable or another high speed Internet connection and up-to-date "browser" software in order to utilize the Service. Customer expressly consents to Community360's interception and storage of Electronic Communications and/or Customer Data as needed to provide the services hereunder, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Community360. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Without limiting Community360's applicable obligations under Sections 6.8 (Security) or 8 (Confidentiality), Community360 is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the

transmission of any data whatsoever across networks not owned and/or operated by Community360, including, but not limited to, the Internet and Customer's local network.

6.5.   Third-Party Applications. Community360 or third party providers may offer Third Party Applications. Except as expressly set forth in the Estimate/Order Form, Community360 does not warrant any such Third Party Applications, regardless of whether or not such Third Party Applications are provided by a third party that is a member of an Community360 partner program or otherwise designated by Community360 as "Built For NetSuite," "certified," "approved" or "recommended." Any procurement by Customer of such Third Party Applications or services is solely between Customer and the applicable third party provider. Customer may not use Third Party Applications to enter and/or submit transactions to be processed and/or stored in the Service, unless Customer has procured the applicable subscription to the Service for such use and access.

Community360 is not responsible for any aspect of such Third Party Applications that Customer may procure or connect to through the Service, or any interoperation, descriptions, promises, or other information related to the foregoing. If Customer installs or enables Third Party Applications for use with the Service, Customer agrees that Community360 may enable such third party providers to access Customer Data for the interoperation of such Third Party Applications with the Service, and any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider pursuant to a separate privacy policy or other terms governing Customer's access to or use of the Third Party Applications. Community360 shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third Party Applications or third party providers. No procurement of such Third Party Applications is required to use the Service. If Customer was referred to Community360 by a member of one of Community360's partner programs, Customer hereby authorizes Community360 to provide such member or its successor entity with access to Community360's business information related to the procurement and use of the Service pursuant to this Agreement, including but not limited to User names and email addresses, support cases and billing/payment information.

6.6.   Support Services and Professional Services. As part of the Service, Community360 will provide Customer with Help Documentation and other online resources to assist Customer in its use of the Service. Community360 also offers optional "for fee" Support Services and Professional Services.

6.7.   Service Level. During the Term, the Service will meet the service level specified in the "Service Level Commitment" listed on the Community360 website located at [www.community360.au/slc,](http://www.community360.au/slc) or such other URL as specified by Community360, which is hereby incorporated by reference. If the Service fails to achieve the service level, then Customer will be entitled, as its sole and exclusive remedy, to a credit for the Service in accordance with the terms set forth in the Service Level Commitment. The Service's system logs and other records shall be used for calculating any service level events.

6.8.   Security. Community360 shall maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Customer Data. During the Term, Community360 shall maintain PCI DSS compliance for the portions of the Community360 Service that store and process credit card data. Any changes made to the Service by the Customer or at the Customer's direction may affect the Customer's compliance with PCI DSS requirements and Customer shall be solely responsible for ensuring that any such changes are compliant with PCI DSS requirements.

6.9. Modifications; Discontinuation of Service.

6.9.1.   To the Service. Community360 may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Customer of any material modifications. Community360 reserves the right to discontinue offering the Service at the conclusion of Customer's then current subscription term for such Service. Community360 shall not be liable to Customer nor to any third party for any modification of the Service as described in this Section.

6.9.2 To Applicable Terms. If Community360 makes a material change to any applicable URL Terms, then Community360 will notify Customer by either sending an email to the notification email address or posting a notice to the administrator in Customer's account. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Community360 via support@community360.au within thirty days after receiving notice of the change. If Customer notifies Community360 as required, then Customer will remain governed by the URL Terms in effect immediately prior to the change until the end of the then current subscription term for the affected service(s). If the affected service(s) is renewed, it will be renewed under Community360's then current URL Terms.

7.   Suspension/Termination.

7.1.   Suspension for Delinquent Account. Community360 reserves the right to suspend Customer's and any Customer Affiliates' access to and/or use of the Service and/or Support Services if any payment is due but unpaid but only after Community360 has provided Customer two (2) delinquency notices, and at least thirty (30) days have passed since the transmission of the first notice. Customer agrees that Community360 shall not be liable to Customer or to any Customer Affiliate or other third party for any suspension pursuant to this Section.

7.2.   Suspension for Ongoing Harm. Community360 may with reasonably contemporaneous telephonic notice to Customer suspend access to the Service if Community360 reasonably concludes that Customer's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Customer's Service is causing immediate, material and ongoing harm to Community360 or others. In the event that Community360 suspends access to the Service, Community360 will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and work with Customer to resolve the issues causing the suspension of Service. Customer agrees that Community360 shall not be liable to Customer nor to any third party for any suspension of the Service under such circumstances as described in this Section. Any suspension under this section shall not excuse Customer from Customer's obligation to make payments under this Agreement.

7.3.   Termination for Cause/Expiration. Either party may immediately terminate this Agreement and all Estimates/Order Forms issued hereunder in the event the other party commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party.

Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and shall be sent as set forth in Section 6.2.1 above. Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, then Community360 shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of Community360's breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any subscription fees paid by Customer to Community360 under this Agreement for the terminated portion of the Term.

8.   Confidentiality. Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all times exercising at least a commercially reasonable degree of care in the protection of such confidential information) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this Agreement or as directed by Customer. Either party may disclose Confidential Information on a need to know basis to its Affiliates, contractors and service providers who have executed binding written agreements requiring confidentiality and non-use obligations at least as restrictive as those in this Section 8. Additionally, Customer must input credit card information and social security numbers only in the fields designated for such data in the Service. Either party may disclose Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or regulation.

9.   Warranties.

9.1.   Warranty of Functionality. Community360 warrants that: (i) the Service will achieve in all material respects the functionality described in the User Guides applicable to the Service procured by Customer, and (ii) such functionality of the Service will not be materially decreased during the then-current subscription term. Customer's sole and exclusive remedy for Community360's breach of this warranty shall be that Community360 shall be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the User Guides and if Community360 is unable to restore such functionality, Customer shall be entitled to terminate the Agreement and receive a pro-rata refund of the subscription fees paid under the Agreement for its use of the Service for the terminated portion of the then-current subscription term. Community360 shall have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to billing@community360.au. The warranties set forth in this Section 9.1 are made to and for the benefit of Customer only. Such warranties shall only apply if the applicable Service has been utilized in accordance with the User Guides, this Agreement and applicable law.

9.2.   Warranty of No Malicious Code. Each party warrants that it will not introduce any viruses, Trojan horses, worms, spyware, or other such malicious code ("Malicious Code") into the Service.

9.3.   Disclaimer of Warranties. EXCEPT AS STATED IN SECTION 9, COMMUNITY360 DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES

STATED IN SECTION 9 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY COMMUNITY360. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS STATED IN SECTIONS 6.7, 9.1, AND 9.2 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. COMMUNITY360 EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S USE OF THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING WITHOUT LIMITATION HIPAA OR THE GRAMM-LEACH-BLILEY ACT OF 1999. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

10.   Limitations of Liability.

10.1.   Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH DAMAGES SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 10.2 BELOW.

10.2.   Limitations on Liability. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID FOR THE SERVICE GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OUT OF WHICH THE LIABILITY AROSE, BUT IN THE EVENT OF A BREACH OF SECTION 8 OF THIS AGREEMENT, SUCH MAXIMUM AGGREGATE LIABILITY SHALL BE INCREASED TO TWO (2) TIMES THE TOTAL SUBSCRIPTION FEES PAID FOR THE APPLICABLE SERVICE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OUT OF WHICH THE LIABILITY AROSE.

10.3.   Acknowledgement; Exceptions. BOTH PARTIES ACKNOWLEDGE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON THEIR LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 10.2 SHALL NOT APPLY TO: (A) FEES DUE UNDER THIS AGREEMENT; (B) A BREACH OF SECTION 3 OF THIS AGREEMENT; OR (C) EITHER PARTY'S DEFENSE AND INDEMNITY OBLIGATIONS EXCEPT AS SET FORTH IN SECTION 11 BELOW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY TO THE EXTENT SUCH LIABILITY WOULD NOT HAVE OCCURRED BUT FOR THE OTHER PARTY'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT.

11.   Indemnification.

11.1.   Infringement. Subject to the terms and conditions set forth in this Section 11, Community360 shall, at its own expense, defend Customer from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this Agreement, infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets and shall indemnify Customer from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such Claim(s).

Community360 will have no liability for Claims or Losses to the extent arising from (a) use of the Service in violation of this Agreement or applicable law, (b) use of the Service after Community360 notifies Customer to discontinue use because of an infringement claim,
(c) modifications to the Service not made by Community360 or made by Community360 based on Customer specifications or requirements, (d) use of the Service in combination with any non-Community360 software, application or service, or (e) services offered by Customer or revenue earned by Customer for such services.

If a Claim of infringement as set forth above is brought or threatened, Community360 shall, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license that will protect Customer against such Claim without cost to Customer; (b) to modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement

and refund to the Customer a pro-rata refund of the subscription fees paid for under the Agreement for the terminated portion of the Term. The rights and remedies granted Customer under this Section 11.1 state Community360's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

11.2.   Customer's Indemnity. Subject to the terms and conditions set forth in this Section 11, Customer shall, at its own expense, defend Community360 from and against any and all Claims alleging that the Customer Data or any trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or violates applicable law; and shall indemnify Community360 from and against liability for any Losses to the extent based upon such Claims.

11.3.   Indemnification Procedures and Survival. In the event of a potential indemnity obligation under this Section 11, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section 11 are expressly conditioned upon the indemnified party's compliance with this Section 11.3 except that failure to notify the indemnifying party of such Claim shall not relieve that party of its obligations under this Section 11 but such obligations shall be reduced to the extent of any damages attributable to such failure. The indemnification obligations contained in this Section 11 shall survive termination of this Agreement for one year.

12. Governing Law and Jurisdiction. This Agreement is governed by the substantive and procedural laws of the State of New South Wales and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in Sydney, New South Wales, Australia in any dispute arising out of or relating to this Agreement.

13. General Provisions.

13.1.   Integration. This Agreement incorporates by reference all URL Terms (as applicable), Exhibits and Estimate/Order Forms, and this Agreement, together with such referenced items, constitute the entire understanding between Customer and Community360 and are intended to be the final and entire expression of their agreement. The parties expressly disclaim any reliance on any and all prior discussions, emails, RFP's and/or agreements between the parties. There are no other verbal agreements, representations, warranties undertakings or other agreements between the parties. Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Customer in connection to this Agreement be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Community360 to object to such terms, provisions, or conditions. The Agreement shall not be modified, or amended, except as expressly set forth herein, or in writing and signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted, or by a properly executed Estimate/Order Form. Notwithstanding the above, after execution of this Agreement, and during the electronic provisioning of Customer's account, Customer will be presented with the requirement to "agree" to a click through agreement pertaining to "Main Terms of Service" or "Terms of Service" for the Service before Customer's account can be successfully provisioned. Community360 hereby expressly agrees that upon execution of this Agreement such "Main Terms of Service" shall be considered null and void and shall not apply in any manner to this Agreement. Customer acknowledges that other click through agreements found at www.community360.au/termsofservice (or other similar sites) shall apply if optional services or features are subsequently ordered or activated. For clarity, such other click through agreements will only apply to such optional services or features.

13.2.   Other General Provisions. This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except that Community360 may assign without consent to a related entity or the successor of all or substantially all of the assignor's business or assets to which this Agreement relates. There are no third-party beneficiaries to this Agreement. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Community360 reserves the right to name Customer as a user of the Service. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. A waiver of any breach under this Agreement should not constitute a waiver of any other breach or future breach. Neither party shall be liable for loss, delay, nonperformance (including failure to meet the service level commitment but excluding payment obligations) to the extent resulting from any force majeure event, including, but not limited to, acts of God, strike, riot, fire, explosion, flood, earthquake, natural disaster, terrorism, act of war, civil unrest, criminal acts of third parties, failure of the Internet, governmental acts or orders or restrictions, failure of suppliers, labor stoppage or dispute (other than those involving Community360 employees), or shortage of materials, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible and any delivery date shall be extended accordingly. The Section headings used in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Definitions Section and Sections 4.2, 4.3, 4.4, 4.5, 5, 7, 8, 9.3, 10, 11, 12, and 13 shall survive the termination or expiration of this Agreement.
This Agreement may be executed in counterparts and/or by facsimile or electronic signature and if so executed shall be

Subscription Services Agreement

equally binding as an original copy of this Agreement executed in ink by both parties.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. IF THE PERSON SIGNING BELOW AS CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

CUSTOMER	**Community360 – Raksha IT Australia Pty Ltd.**
By: _____	**By:** _____
Print Name: _____	**Print Name:** _____
Job Title: _____	**Job Title:** _____
Company: _____	**Company:** _____
Date: _____	**Date:** _____

This Agreement may be signed electronically, in which case signatures may appear above or on the last page.