# INVOICE CLOUD, INC.

**BILL DATA FEED LICENSE AGREEMENT**

**NOW, THEREFORE,** in consideration of the covenants and mutual promises set forth above and for other good and valuable consideration, the parties agree as follows:

1. Definitions. Terms used in this Agreement, not otherwise defined, shall have the following meaning.

 “Bill Data Feed” means the proprietary data feed provided by Invoice Cloud reflecting tax and other billing information.

“Compilation” means a work, which combines a Subscription or portions thereof with any subscriptions, services, programs, code, or other products not governed by the terms of this Agreement.

“Third Party” means any Person other than End-User hereunder or Invoice Cloud.

“Order Form” means the above Bill Processor Order Form and includes without limitation term, prices, and payment terms. The terms of this Agreement are incorporated by reference into the Order Form.

“Permitted Use” means receive and access the Bill Data Feed through a Subscription for the internal use of the End-User; and permit access solely to End-User's own employees and authorized agents for End-User's own internal business purposes, only.

“Person” means any individual, entity, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization or governmental body.

“Subscription” means all subscriptions, products and proprietary information or services of Invoice Cloud, which have been purchased by End-User pursuant to this Agreement from Invoice Cloud. Such Subscriptions are Invoice Cloud’s proprietary Bill Data Feed and include the Standard Package, Professional Package, and Enterprise Package, as provided in the Order Form, any other customized data feed, subscription or product from Invoice Cloud and any modification of any such Subscription.

1. Limited Grant.

Subject to the terms and conditions of this Agreement, and in consideration of the license fees paid, Invoice Cloud hereby grants to End-User a worldwide, non-transferable, non-sublicensable, non-assignable, non-exclusive license for the Subscriptions purchased, subscribed to and paid for by End-User.

End-User shall be responsible for, and shall bear all costs associated with, the receipt of Bill Feed Data from Invoice Cloud.

All rights, not granted under this Agreement, are reserved by Invoice Cloud.

1. Limitations on License; Restricted Activities.

End-User recognizes and agrees that the Subscriptions (i) are the property of Invoice Cloud, (ii) contain valuable assets, proprietary information and property of Invoice Cloud, and (iii) are provided to End-User under the terms and conditions of this Agreement). Notwithstanding anything to the contrary in this Agreement, End-User agrees that it shall *not* do any of the following:

* 1. download, use, install, deploy, perform, modify, license, display, reproduce, distribute, or disclose the Subscriptions (even if merged with other materials as a Compilation) other than as allowed under a Permitted Use;
	2. sell, license, transfer, rent, loan, reproduce, distribute to a Third Party, maintain a hosted or shared information service or disclose the Bill Data Feeds and Subscriptions (in whole or in part and whether done independently or as part of a Compilation) to a third party;
	3. post or make generally available any Subscription (in whole or in part) to individuals or a group of individuals who have not agreed to the terms and conditions of this Agreement, provided, however, that nothing in this Section 3(c) shall preclude the Permitted Use in Section 2;
	4. share any user authentication information and/or password provided to an End-User with any Third Party to allow such party to access the End-User’s account with Invoice Cloud or to otherwise access the Subscriptions;
	5. use the Bill Data Feed to affect, respond, or correlate data aggregated from other devices and data sources;
	6. not or knowingly permit anyone to use the Bill Data Feed for any purpose or in any manner not authorized by this Agreement or for any unlawful purpose; or
	7. alter or remove any copyright notice or proprietary legend contained in or on the Subscriptions. Paragraphs (a) though (g) of this Section 3 are collectively referred to as the “Restricted Activities.”
1. Termination. Unless earlier terminated as set forth herein, this Agreement is effective so long as the Subscriptions are used by End-User and the End User pays all applicable fees. End-User's rights under this Agreement will terminate immediately and automatically if End-User fails to comply with any of the limitations or other requirements described herein, fails to pay any required fees, or otherwise violates the terms of this Agreement. Upon any termination or expiration of this Agreement, End-User must cease use of the Subscriptions and must destroy all copies of the Subscriptions. Notwithstanding the foregoing, limitations on the use of the Subscriptions and the liability of Invoice Cloud shall survive any termination of this Agreement. Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief. Upon termination, End-User shall immediately cease any and all use of the Bill Data Feed and terminate all access by its employees, agents and/or others.

# Ownership; Modifications.

1. It is agreed that Invoice Cloud shall retain sole and exclusive ownership of all right, title and interest (including, without limitation, all patent, copyright, trademark, and trade secret rights), now existing or hereafter coming into existence, in and to the Subscription, and Bill Data Feeds. All rights not expressly granted hereunder are reserved by Invoice Cloud, and Recipient agrees that it does not acquire any rights, express or implied, therein, other than the licenses expressly set forth in this Agreement.
2. End-User will not use any of the other party's trademarks, logos, trade names or service marks (collectively, the "Marks") without Invoice Cloud’s prior written consent. Any permitted use by one party of the other's Marks shall be subject to the owner's quality control standards, and all associated goodwill shall inure to the benefit of the respective owner.
3. Nothing in this Agreement shall be deemed to constitute an undertaking by Invoice Cloud to provide complete or accurate Bill Feed Data nor to continue to disseminate the Bill Data Feeds in the present form or configuration or to continue to use existing communications facilities, Bill Data Feeds or extranet or similar service providers. Invoice Cloud, in its sole discretion and without End-User's consent, may from time to time make modifications to the Subscription and Bill Data Feeds irrespective of whether such modifications would require changes to be made by End-User, as applicable, or to any equipment, or would render any of the foregoing inoperative with respect to the Information.
4. Fees; Term; Payments. Subscriptions will be purchased directly from Invoice Cloud for the prices for the applicable term, which shall be reflected at <https://www1.mcc.net/ebill/active/Terms/ProcessingPackages16.pdf> (“Price List”) which prices may be modified by Invoice Cloud without prior notice, by posting new prices on the Price List. Once End-User has submitted the Order Form and Invoice Cloud has provided the access information for such Subscription, the sale and license hereunder will be considered final and not subject to any refunds. End-User may upgrade its Subscription by clicking on the “Upgrade” button when using the Subscription, at which point End-User will be obligated to pay for the upgraded Subscription based on the Price List. Where the End-User is to be invoiced for the Subscription, such invoices shall be paid upon receipt of the invoice from Invoice Cloud. If End-User fails to timely pay any amount due hereunder, End-User agrees to pay late charges on outstanding amounts equal to one and one-half percent (1.5%) per month, or the highest interest rate permitted by law, whichever is lower, plus Invoice Cloud’s reasonable attorneys fees and costs related to any attempts to collect amounts due.
5. Automatic Renewal. If End-User has purchased a Subscription through Invoice Cloud, End-User’s subscription will be automatically renewed at the expiration of the then-current term (subject to local regulation restrictions), excluding promotional and discount pricing. The new term will be for the same duration as the expired term unless otherwise specified at the time of renewal. If End-User wishes to cancel its subscription, End-User must, prior to the expiration of the then-current subscription term, provide written notice to Invoice Cloud. If End-User has purchased the Subscription through an Order Form or other payment method, Invoice Cloud will invoice End-User for such renewal term. For the avoidance of doubt, if payment is not duly and timely received or available for any renewal term, Invoice Cloud reserves the right to terminate End-User’s access to the Subscription until such payment has been received. End-user must provide current, complete and accurate information for its billing account. End-User is responsible for ensuring this information is correct and must promptly update all information.
6. Modifications; Derivative Works; Distribution. In the event Invoice Cloud creates a modification or any derivative work of a Subscription or Bill Data Feed, the use, reproduction and distribution of such modifications or derivative works shall be governed by the terms and conditions of this Agreement.
7. Inability to Comply Due to Statute or Regulation. If it is impossible for End-User to comply with any of the terms of this Agreement with respect to some or all of the Subscriptions due to statute, judicial order, or regulation then End-User must: (a) comply with the terms of this Agreement to the maximum extent possible; and (b) immediately provide written notice to Invoice Cloud describing these limitations. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.
8. DISCLAIMER OF WARRANTY. THE SUBSCRIPTIONS AND BILL PROCESSOR FEEDS ARE PROVIDED UNDER THIS AGREEMENT ON AN “AS IS” BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE SUBSCRIPTIONS ARE FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING. THE ENTIRE RISK AS TO PERFORMANCE OF THE SUBSCRIPTIONS IS WITH END-USER. SHOULD THE SUBSCRIPTIONS OR BILL PROCESSOR FEEDS PROVE DEFECTIVE IN ANY RESPECT, END-USER (NOT INVOICE CLOUD) ASSUMES THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF ANY SUBSCRIPTION IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER. IN NO EVENT WILL WARRANTIES BY LAW (IF ANY) APPLY UNLESS REQUIRED BY STATUTE NOTWITHSTANDING EXCLUSION BY CONTRACT.
9. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL INVOICE CLOUD OR ITS BILLERS, CUSTOMERS OR LICENSORS BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, SECURITY BREACHES OR FAILURES, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, INVOICE CLOUD’S LIABILITY UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY INVOICE CLOUD UNDER THIS AGREEMENT FOR THE SUBSCRIPTION TERM IMMEDIATELY PRECEDING THE ACTION GIVING RISE TO THE CLAIM.

1. Termination. This Agreement and the rights granted hereunder will terminate immediately automatically if End-User breaches any of the terms herein. Invoice Cloud reserves the right to suspend the license provided hereunder as a result of any use it suspects in its good faith judgement to be in violation of this Agreement or applicable law. Provisions, which, by their nature, must remain in effect, beyond the termination of this Agreement, shall survive.
2. Monitoring. Invoice Cloud reserves the right to monitor access to its servers, by an End-User or otherwise. Such monitoring by Invoice Cloud will include, but not be limited to, identification of the IP addresses that access and download Subscriptions from a Invoice Cloud server. By entering into this Agreement and using the Subscriptions, End-User agrees to the transfer of such information to Invoice Cloud and its agents and contractors, no matter where located.
3. Versions of the Agreement. Invoice Cloud may publish revised and/or new versions of this Agreement from time to time. Any such revised or new version of the Agreement shall be binding and effective upon the earlier of (i) the date that is thirty (30) days after posting of the revised or new version of the Agreement on Invoice Cloud’s website or (ii) the date that Invoice Cloud provides notice to End-User of the amended Agreement. End-User may immediately terminate the Agreement upon written notice to Invoice Cloud if a change is unacceptable to End-User. End-User’s continued use of the Subscriptions indicates End-User’s agreement to such revised or new versions of the Agreement.
4. Notices. Notices given under this Agreement shall be in writing and sent by facsimile, email, or by first class mail or equivalent. Invoice Cloud shall direct notice to End-User at the facsimile number, email address, or physical mailing address provided in the registration process. End-User shall direct notice to Invoice Cloud at the following address:

Invoice Cloud, Inc.

30 Braintree Hill Office Park,

Suite 303

Braintree, MA 02184

email:contracts@invoicecloud.com

Either party may change its notice contact information at any time by giving notice of the new contact information as provided in this section.

1. Assignment. End-User may not assign this Agreement without Invoice Cloud’s prior written consent. Invoice Cloud may assign its rights and obligations under this Agreement without End-User’s consent.
2. Severability; Governing Law; Venue; Construction. This Agreement represents the complete agreement concerning the subject matter hereof. No terms stated in any purchase order shall be incorporated into this Agreement and all such terms shall be void and of no effect. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be governed by Massachusetts law, excluding its conflict-of-law provisions. Any litigation relating to this Agreement shall be subject to the jurisdiction of the state and federal Courts serving Boston, Massachusetts. In the event Invoice Cloud files suit to enforce the terms of this Agreement, Invoice Cloud shall be entitled to recover all of its costs, including without limitation, court costs and attorneys’ fees and expenses. End-User hereby submits to jurisdiction and venue in such courts. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation, which provides that the language of a contract shall be construed against the drafter, shall not apply to this Agreement. Headings and section references are used for reference only and shall not be used to define, limit or describe such section. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
3. Counterparts. This Bill Data Feed License Agreement may be executed by by facsimile, or by electronic signature, and in counterparts.