

# Satellite Deskworks Terms and Conditions

↔ Satellite Deskworks™ is a cloud-based program for managing flexible workspaces (the "Service") from Satellite Telemarketing Centers, Inc. ("STC"). Licensee understands and agrees that the Service is provided on an AS IS and AS AVAILABLE basis.

↔ The Service is made available to Licensee for Licensee's use only, including Licensee's rights to provide the Service to its franchisees and licensees IF such licensees or franchisees are licensing or being provided substantially all of your model, and further provided that all such persons/companies execute a standard agreement to use the product only in the course of their licensed or franchised business, not to sell, assign, sublicense or transfer it to other persons or companies, except in conjunction with a sale of the underlying business, and for general non-disclosure. Licensee and any Sub-licensees must provide current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the Service. Licensee is responsible for maintaining the confidentiality of Licensee's Service password and account, and is also responsible for all activities that occur thereunder. STC reserves the right to refuse service to anyone at any time without notice for any reason.

↔ Licensee is responsible for Licensee's own communications and for any consequences thereof. Licensee's use of the Service is subject to Licensee's acceptance of and compliance with this Agreement. Licensee agrees that Licensee will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from Licensee's country of residence. Licensee shall not, shall not agree to, and shall not authorize or encourage any third party to: (i) use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by STC; (ii) upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations; (iii) prevent others from using the Service; or (iv) use the Service for any fraudulent or inappropriate purpose. Violation of any of the foregoing may result in immediate termination of this Agreement. STC reserves the right, but shall have no obligation, to investigate Licensee's use of the Service in order to determine whether a violation of the Agreement has occurred or to comply with any applicable law, regulation, legal process or governmental request.

↔ STC takes no responsibility for third party content (including, without limitation, any viruses or other disabling features), nor does STC have any obligation to monitor such third party content. STC reserves the right at all times to remove or refuse to distribute any content on the Service, such as content which violates the terms of this Agreement. STC also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of STC, its users and the public. STC will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

↔ Licensee agrees that STC owns all right, title and interest in and to the Service, including without limitation all intellectual property rights (the "STC Rights"), and such STC Rights are protected by international intellectual property laws. Accordingly, Licensee agrees that Licensee will not copy, reproduce, alter, modify, or create derivative works from the Service. Licensee also agrees that Licensee will not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service. The STC Rights include rights to (i) the Service developed and provided by STC; and (ii) all software associated with the Service.

↔ STC does not claim any ownership in any of the content that Licensee or its associated users upload,

transmit or store in Licensee's account. STC will not use any of such content for any purpose except to provide the Service and any additional services as offered from time to time, which will include using aggregated and anonymized information across STC's Service.

⇨ Licensee represents that (a) all of the information provided to participate in the Service is correct and current; and (b) Licensee has all necessary right, power and authority to enter into this Agreement and to perform the acts required of Licensee hereunder.

⇨ As a condition to using the Service, Licensee agrees to the terms of the STC Privacy Policy as it may be updated from time to time. STC may monitor, edit or disclose personal information, if required to do so in order to comply with any valid legal process or governmental request (such as a search warrant, subpoena, statute, or court order), or as otherwise provided in these Terms of Service and the Privacy Policy.

⇨ Licensee agrees to payment for use of the Service at the rates posted from time to time on STC's website or as individually negotiated between STC and Licensee. STC will provide an emailed invoice to Licensee at the email address provided by Licensee three (3) calendar days before the 1<sup>st</sup> of each month for regular recurring services. Custom charges may be processed at any time. Payment shall be automatically processed by STC through credit card or automatic debit from Licensee's bank account (ACH) In the event any payment is not made or is not available within 15 days of due date, service may be terminated for cause.

⇨ After a period of inactivity, whereby Licensee fails to log in to an account for more than ninety (90) days, STC reserves the right to disable or terminate the account after reasonable notice by email. If an account has been deactivated for inactivity, the username associated with that account may be given to another user without notice.

⇨ Licensee may cancel its use of the Services and/or terminate this Agreement with or without cause at any time by providing 30 days notice to STC by email and paying all accounts current through the date of termination; provided, however, that a terminated account may continue to exist for up to two business days before such cancellation takes effect. STC may terminate this Agreement on five business days notice by email in the event of substantial breach of the Terms of Service, or otherwise on 30 days emailed notice with or without cause.

⇨ Licensee agrees to hold harmless and indemnify STC, and its subsidiaries, affiliates, officers, agents, and employees from and against any claim arising from or in any way related to use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

⇨ This Agreement is to be construed under and governed by the laws of the State of California, without giving effect to any conflict of laws provisions which would require use of any other State's laws. Any claims, legal proceeding or litigation arising in connection with the Service will be brought solely in California; Licensee consents to the exclusive jurisdiction of such courts.

⇨ If there is ever litigation between the parties, the prevailing party shall recover reasonable attorney's fees and costs from the other party.