

## ***Subscription Agreement***

Agreement between ClerkePass user ("Subscriber") and Image-X Enterprise, Inc ("Licensor") regarding clerkepass.com site for getting certified documents. Subscriber agrees to be bound by the following terms and conditions:

### **1. Limited Non-Exclusive Non-Transferable License.**

a. **Grant.** Licensor hereby grants Subscriber a non-exclusive, non-transferable, limited license to access the System and the System's servers. The System consists of various Licensor and third party databases, services, functions and remotely-accessed gateways (all of which are herein referred to as "Features"), which may change from time to time without notice or obligation. Access to certain Features may be restricted as provided by Licensor or other authority from time to time. Subscriber is licensed to use the Features and information, data and other files (including Downloaded Data (hereinafter defined, "Data") made available to or accessed by Subscriber on the System. Certain Features are licensed subject to paragraphs 2 through 5 and are subject to Additional Terms (defined below), all of which take precedence over the license granted in this paragraph 1(a). Except as may be otherwise provided with respect to certain Data (as noted in such Data), the license includes the right to download and temporarily store and print portions (subject to limits established from time to time by Licensor) of Data (herein "Downloaded Data") from time to time to a storage device under Subscriber's exclusive control for internal purposes of Subscriber in the ordinary course of its business, and to quote and excerpt from such Data (appropriately cited and credited, and subject to any rights of any party to such Data) by electronic or other means. Subscriber may create copies and printouts of Data for internal use and for distribution to third parties. Subscriber may not sub-license any of its rights hereunder or sell any of Features or Data to any other party. The license granted hereunder extends to any of Subscriber's employees.

b. **Limitations.** Subscriber may not copy, download, store, publish, transmit, transfer, sell or otherwise use the Data, or any portion of the Data, in any form or by any means (except as expressly permitted by this Agreement or with Licensor's prior written permission) not expressly permitted by this Agreement or by the Additional Terms, or if not allowed under the fair use provision of the Copyright Act (17 U.S.C.A. §107). Except as provided herein, Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement. Subscriber shall not sell, license or distribute Data to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

c. **Rights in Data, Features and other System materials.** Except for the license granted in this Agreement, all right, title and interest in Data, Features and all other System materials, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of Licensor and other third parties who may have or have an interest therein.

Property of Subscriber, which is reserved under applicable law and entered on the System, shall remain the property of Subscriber but may be used by other System subscribers and users subject to and in accordance with the rules and regulations promulgated from time to time by Licensor.

**d. Additional Terms and Conditions.** Certain Features are governed by terms and conditions, including charges, which are different than those set forth in this Agreement ("Additional Terms"). Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online or by such other means as Licensor may determine. Additional Terms may be modified effective upon Licensor giving Subscriber notice (in writing, online or otherwise) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement for all purposes.

## **2. Proprietary Data, Features and Material; Use by and Transmission to Third Parties.**

The Data, Features and other material on the System are the property of Licensor. Subscriber may, through the use of the System, direct the transmission of Licensor's proprietary Data, Features and related materials (not licensed from third parties prohibiting such dissemination as noted on the System) in electronic or other format to other parties for internal use if such party agrees to be bound by the terms hereof and agrees not to further disseminate such property except as may be permitted hereby. Licensor further grants a non-exclusive, non-transferable, limited license to Subscriber to store and use Downloaded Data in a Subscriber created searchable database maintained in connection with ongoing project or case work of Subscriber. Such database must consist preponderantly of Subscriber's work product with access limited to those internal users of Subscriber actively working on the project and shall not be made available or disseminated to third parties without Licensor's written consent. Downloaded Data may be maintained in a project database so long as the project remains active or until any termination of the Subscriber Agreement, whichever occurs first. Retention of Downloaded Data in such a project database after the project ends is prohibited without the written consent of Licensor unless such database is required to be maintained by applicable law.

## **3. Legal Directory.**

Licensor is in the process of developing a comprehensive legal directory of law firms, lawyers, courts, court personnel, legal data bases, synopses of applicable law and listings of other system subscribers and information related to the foregoing (the "Directory"). The Directory is intended to benefit users of the System. Subscriber may use Data contained in Licensor's Directory internally in the regular course of Subscriber's business. Subscriber may also create printouts

of portions of the Directory and listings or selected names and addresses contained therein for its own use subject to limitations, rules and regulations as may be imposed by Licensor from time to time. Use of the Directory to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

#### **4. System and Public Records Databases.**

Subscriber shall not use System or other public record databases in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation, including without limitation the Fair Credit Reporting Act (15 U.S.C.A. §1681 et seq.). Subscriber agrees that it will not use any credit or other information obtained by it from System or public record databases made available through the System as a factor in establishing a party's eligibility for credit, insurance, employment or other purposes, except as permitted by applicable law.

#### **5. Charges and Fees.**

a. **Charges and Fees.** This is an explanation of the charges and fees payable by subscriber for access to and use of the system starting with the ClerkePass.com site. These ("charges") will commence on the date the subscriber first accesses the system starting with the ClerkePass.com site or on any other date that subscriber agrees to commence the payment of Charges as evidenced by a separate written agreement among the parties. Charges will be as stated in the schedule published or electronically transmitted by Licensor from time to time. Use of the System shall constitute Subscriber's agreement to the payment of all such Charges without the need for separate written agreement.

b. **Modification.** Charges may be modified from time to time by Licensor upon notice to Subscriber directly or by posting of notice upon the System. Charges are exclusive of sales, use, ad valorem, personal property and other taxes, which are the responsibility of Subscriber.

## **6. Software.**

From time to time, Licensor may make available to Subscriber certain software for use in connection with the System. Such software, including new versions and the accompanying user documentation, are referred to herein collectively as the "Software". All Software will be licensed to Subscriber under the license agreement contained herein or by a separate agreement contained within or accompanying the Software. By using the Software or taking such other action as may be referenced in the separate agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of this and/or the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the Software in its possession or control. Each terminal site for which Software is used by Subscriber will be considered a separate site subject to separate Charges.

## **7. Disclaimer of Warranties and Limitation of Liability.**

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR ANY SEPARATE LICENSE AGREEMENT, THE SYSTEM, LICENSE, FEATURES, DATA AND SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. AS THE SYSTEM IS DESIGNED TO CREATE SEPARATE THIRD PARTY CONFIRMATIONS OF COURT AND RELATED FILINGS, RECORDINGS AND SERVICES WITHOUT THE CONFIRMATION OR INPUT OF LICENSOR AND AS THE SYSTEM CONTAINS INFORMATION DERIVED FROM OR GENERATED BY THIRD PARTIES, LICENSOR UNDERTAKES AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE FAILURE OF ANY FILING OR OTHER DOCUMENT TO BE PROPERLY FILED, SERVED OR RECORDED, OR FOR THE ACCURACY OF ANY INFORMATION ON, AVAILABLE OR PROVIDED BY THE SYSTEM OR SOFTWARE OR FOR THE CORRECTNESS OF ANY DATA. THE LICENSOR FURTHER TAKES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR THE UNAVAILABILITY AT ANY TIME OF THE SYSTEM, ANY OF THE SYSTEMS FEATURES, SOFTWARE OR DATA. THE SUBSCRIBER'S EXCLUSIVE REMEDY AND LICENSORS, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE AND EXCLUSIVE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES AGAINST OR RELATING TO LICENSOR'S, SYSTEM, FEATURES, DATA OR SOFTWARE WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF LICENSOR'S CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC SYSTEMS FEATURE WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL LICENSOR, ITS AFFILIATES AND/OR

CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIMS RELATING IN ANY WAY TO SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER FILINGS, RECORDINGS, SERVICE, TRANSMISSIONS, RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER FILINGS, RECORDINGS, SERVICE, RESEARCH OR TO WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY LICENSOR, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUSCRIBER IN RELAINCE UPON THE SYSTEM OR ITS FEATURES, DATA OR SOFTWARE AND ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE THE SYSTEM, ITS FEATURES, DATA OR SOFTWARE, EVEN IF LICENSOR, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING BY LICENSOR, ITS AFFILIATES OR CONTRIBUTORS OF ANY INFORMATION AVAILABLE ON THE SYSTEM. FURTHER, LICENSOR, ITS AFFILIATES AND CONTRIBUTORS SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE OR RELIANCE. SUBSCRIBER ALSO ACKNOWLEDGES THAT DATA AND OTHER INFORMATION ON THE SYSTEM MAY INCLUDE VIEWS, OPINIONS, ADVICE AND RECOMMENDATIONS OF INDIVIDUALS OR ORGANIZATIONS INDEPENDENT OF LICENSOR,ITS AFFILIATES AND CONTRIBUTORS, AND THAT LICENSOR, ITS AFFILIATES AND CONTRIBUTORS DOES NOT ENDORSE, GIVE OR SUPPORT SUCH VIEWS, OPINIONS, ADVICE OR RECOMMENDATIONS OF ANY KIND. LEGAL AND RELATED ADVICE, OPINIONS, RECOMMENDATIONS SHOULD ONLY BE OBTAINED AND RELIED UPON FROM A LAWYER DULY ADMITTED TO PRACTICE AND IN GOOD STANDING IN THE JURISDICTION IN WHICH SUCH ADVICE IS SOUGHT. LICENSOR, AND ITS AFFILIATES AND CONTRIBUTORS ARE NOT IN THE BUSINESS OF AND ARE NOT QUALIFIED TO RENDER LEGAL ADVICE, OPINIONS AND RECOMMENDATIONS. AS USED IN THIS AGREEMENT, "AFFILIATES" MEANS ENTITIES WHICH CONTROL, ARE CONTROLLED BY OR ARE UNDER COMMON CONTROL WITH LICENSOR.

AGREEMENTS WITH PROCESS SERVERS AND RELATED THIRD PARTIES ARRANGED THROUGH OR MADE ACCESSABLE BY THE SYSTEM ARE SEPARATE AGREEMENTS BETWEEN THE SUBSCRIBER AND LICENSOR, AND ITS AFFILIATES AND CONTRIBUTORS, SHALL HAVE NO RESPONSIBILITY FOR THE PERFORMANCE OF ANY SUCH THIRD PARTY IN THE DELIVERY OF SERVICES BY SUCH PARTY OR FOR THE FITNESS OF ANY SUCH PARTY TO COMPLETE ANY SUCH SERVICES.

## **8. Billing and Payment.**

After the end of each applicable billing cycle, will invoice Subscriber for all applicable Charges incurred by Subscriber during period. Unless otherwise provided in this Agreement or other applicable System agreement, billing cycles shall be monthly. Should the System provide that Charges incurred are payable directly to a third party, Subscriber shall pay such Charges directly to the designated third party. Subscriber shall pay each invoice in full within 30 days of receipt. If full payment is not made within 10 days of receipt of an invoice, Subscriber will thereafter be charged interest up to the maximum legal interest allowed by law on any unpaid balance. Subscriber's and any of Subscriber's clients rights at law are subject to payment of any outstanding Charges notwithstanding that Licensor may have agreed to pay same to applicable authorities.

## **9. Responsibility for Certain Matters; Security.**

Licensor will make the System accessible only by use of designated passwords or other System security measures from time to time. Subscriber may access the System from additional Subscriber locations by giving Licensor prior notice of such location. Subscriber is responsible for notifying Licensor in writing of persons to whom Licensor passwords are to be issued or from whom passwords are to be revoked. If Subscriber chooses to permit issuance of additional passwords by telephone or electronic means, the person(s) to be issued a password code and the location(s) for which such person is authorized to order Subscriber must designate passwords in writing. Subscriber is solely responsible for maintaining security of its System passwords and for permitting the issuance of passwords to its employees and permitted System users. Subscriber is also responsible for all access to and use of the System, including Features, Data and Software by Subscriber's personnel or by means of Subscriber's equipment, whether or not Subscriber has knowledge of or authorizes such access and use.

## **10. Limitation of Claims.**

Except for claims relating to Charges, no claim, liability, charge, demand, responsibility, damages or action, regardless of form or nature, shall in any way arise out of or accrue in connection with this Agreement or the use of, or inability to use, the System, or its Features, Data or Software.

## **11. Term and Termination.**

This Agreement will become effective immediately upon use of the System by the Subscriber or upon separate earlier agreement between Subscriber and Licensor, and will continue in force until terminated by either party upon at least 30 days prior written notice of termination to the other party, provided that the provisions of this Agreement applicable to any unpaid Charges shall continue beyond any such termination until the payment in full of any such Charges. Notwithstanding the foregoing, (i) Licensor may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to Licensor under this Agreement or any other agreement between the parties, (ii) Subscriber may terminate this Agreement immediately upon giving written notice of termination to Licensor after receiving notice of an amendment of the terms and conditions applicable to the use of the System or Charges which is unacceptable to Subscriber, and (iii) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

## **12. Effect of Agreement.**

This Agreement (which includes all current and future schedules, addendums, Additional Terms and license agreements) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, Licensor may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written, electronic or online notice. Licensor retains the right without prior notice to amend or change the System, Features, Data and Software at any time.

## **13. Force Majeure; Other Reasons Causing System Unavailability.**

Licensor's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

#### **14. Notices.**

Except as otherwise provided herein, all notices under this Agreement must be given in writing to Licensor c/o Image-X Enterprises, Inc. 35 South La Patera Lane # C, Goleta, CA, 93117, Attention: Customer Service and to Subscriber at the address provided to Licensor from time to time by Subscriber. Notices shall be deposited in the U.S. mail, certified return receipt requested, or by reputable overnight delivery service and shall be deemed given upon authorized signature upon the return receipt mail card or overnight delivery receipt, or the refusal to acknowledge such receipt.

#### **15. Governing Law.**

This Agreement will be governed by and construed under the laws of the State of California.

#### **16. General Provisions.**

Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without Licensor's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

#### **17. Full waiver and release of liability.**

Neither party shall be liable to the other for lost of profits, savings, or any incidental, consequential or special damages whatsoever arising out of or in.

#### **18. Privacy Policy.**

We respect and are committed to protecting your privacy. We may collect personally identifiable information when you visit our site. We also automatically receive and record information on our server logs from your browser including your IP address, cookie information, and the pages you visited. We will not sell your personally identifiable information to anyone or use it for any purpose other than it's intended use.

#### **19. Delivery/Shipping Policy.**

Orders normally ship within 24 hours when placed Monday-Friday. Please refer to checkout page for cost of shipping on the item selected.