

**ON NOW DIGITAL, L.L.C.**  
**TERMS OF SERVICE**

THE FOLLOWING TERMS OF SERVICE ARE LEGALLY BINDING ON CUSTOMER UPON EXECUTION OF THE ON NOW DIGITAL MASTER SUBSCRIPTION AGREEMENT. CUSTOMER SHOULD CAREFULLY READ THE FOLLOWING TERMS OF SERVICE BEFORE EXECUTING THE AGREEMENT.

**1. Terms of Service**

Customer acknowledges and agrees that the following terms of service ("Terms of Service"), which are incorporated by reference into the On Now Digital Master Subscription Agreement (the "Agreement") entered into between Customer and On Now Digital and shall govern Customer's and each User's access to and use of the Service. Capitalized Terms that are not defined in these Terms of Service will have the meaning given to them in the text of the Agreement. Unless On Now Digital explicitly states otherwise, any new features that augment or enhance the Service and/or any new service(s) subsequently purchased by the Customer will be subject to the Agreement, including these Terms of Service.

**2. Internet Access**

Customer is responsible for providing all equipment necessary to make and maintain a connection to the World Wide Web. Customer understands that DSL, cable, fiber optic, or other high speed Internet connection is required for proper performance of the Service.

**3. Passwords and Access**

Customer shall be responsible for all activities that occur under Customer's User accounts. Customer is responsible to maintain the security and confidentiality of all User usernames and passwords. On Now Digital is entitled to treat all communications that are identified by means of such usernames and passwords as authorized by Customer. Customer shall notify On Now Digital immediately of any unauthorized use of any Service username or password or account or any other known or suspected breach of security.

**4. Third Party Software**

Customer agrees to use third party software necessary for accessing the Service. Until notified otherwise by On Now Digital, Customer agrees to use On Now Digital specified browser software that supports the Secure Socket Layer (SSL) protocol and to follow logon procedures for service that supports such products. Customer agrees that On Now Digital is not responsible for notifying Customer of any errors in or updates, enhancements, or fixes to any such software.

**5. Third Party Providers**

Certain third party providers, offer products and services related to the Service. On Now Digital does not warrant any such third party providers or any of their products and services. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider. The Service may provide, or third parties may provide, links to other external World Wide Web, mobile sites or resources. On Now Digital has no control over such external sites or resources, Customer agrees that On Now Digital is not responsible for the availability of such external sites or resources.

**6. Transmission of Data**

Customer understands that electronic communication is necessary for Customer's use of the Service. Customer consents to On Now Digital's receipt and storage of electronic communications and/or Customer Data and Customer acknowledges that Customer's electronic communications will involve transmission over the Internet and over various other networks that are not owned or operated by On Now Digital. Customer agrees that On Now Digital is not responsible for any electronic communications or Customer Data which is delayed, lost, altered, intercepted or stored without authorization during transmission of any data across networks not owned or operated by On Now Digital, including the Internet.

**7. On Now Digital Support**

On Now Digital will make commercially reasonable efforts to promote Customer's successful utilization of the Service by providing Customer with support and on-line help, as well as optional and fee based training classes.

**8. Suggestions**

On Now Digital reserves the right to communicate information to and solicit feedback from Customer and Users from time to time. On Now Digital shall have a royalty-free, worldwide, transferable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, requests for enhancements, recommendations or other feedback provided by Customer or its Users relating to the operation of the Service.

**9. No Submission of Objectionable Matter**

Customer shall not submit to the Service any material that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing on of any third party proprietary rights, invasive of personal privacy, or otherwise objectionable (collectively "Objectionable Matter"). Customer will be responsible to ensure that its Users do not submit any Objectionable Matter and will be responsible for actions of its Users. Customer and Customer's Users will comply with all applicable laws regarding Customer Data, use of the Service and the Content, including laws involving private data and any applicable export controls. On Now Digital reserves the right to remove any Customer Data that constitutes Objectionable Matter or violates any On Now Digital rules regarding appropriate use, but is not obligated to do so. On Now Digital reserves the right to remove any personal information of an individual upon request from such individual.

**10. Limited License to Customer Data**

Subject to the terms and conditions of the Agreement, Customer grants to On Now Digital a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonable to provide and maintain the Service for Customer's use. On Now Digital will use commercially reasonable security measures to protect Customer Data against unauthorized disclosure or use.

**11. Confidential Information**

The confidentiality requirements set out in the Mutual Non-Disclosure Agreement previously executed by both parties shall continue to govern the use of Confidential Information.

**12. Modification of Terms of Service**

On Now Digital may amend these Terms of Service at its discretion by providing 30 days' advance notice to Customer's Support Contact by any of the means of notice specified in the Agreement.