

HindSite Connect User Agreement

By submitting the HSC Order Form, I agree to and understand:

- That I will pay HindSite Software the designated monthly fee for the Connect package I choose to use. HSC Pro - \$150 per month (USD) or HSC Basic – \$49.50 per month (USD)
- That if I choose to cancel my HindSite Connect service and wish to restart at any point, I will be charged a re-startup fee of \$250.00 (USD).
- That HindSite Software will have full access to my SendGrid account as well as the emails that I send including customer information, attachments, pictures, etc.*
- That I agree to read and follow the rules of the CAN-SPAM Act: A Compliance Guide for Business (or if I am a business located in Canada, Canada's Anti-Spam Legislation) before sending any emails.
 - [CAN-SPAM Act: A Compliance Guide for Business](#) ◦ [Canada's Anti-Spam Legislation](#)
- That I agree to read and follow SendGrid's Best Practices Documents before sending any emails:
 - [SendGrid Deliverability Guide](#) ◦ [Tips and Tricks to Stay Out of the Spam Folder](#) ◦ [How to Authentically Grow Your Email List](#)
- That if my sending continues to violate the CAN-SPAM Act, Canada's Anti-Spam Legislation, or SendGrid's Best Practices, HindSite reserves the right to cancel my HindSite Connect account or I will be required to purchase my own IP Address at a cost of \$30.00/mo (U.S. Dollars)**.
- If the HindSite Connect service is used to send spam, HindSite Software reserves the right to terminate my HindSite Connect service.
- That I will abide by the rules of the SendGrid OEM User Agreement.

* HindSite will request written permission from our customers if we wish to contact or sell any information gathered from their use of HindSite Connect.

** IP Addresses may not be dropped once purchased, unless permanently cancelling your HindSite Connect account

OEM User Agreement

Third Party Services. The services provided to OEM User under this Agreement include certain services developed, provided or maintained by third-party service providers of OEM ("**Third Party Providers**"). Access to or use of any of those services ("**Third Party Services**") by OEM User is subject to any separate agreement that OEM User may enter into (or may have entered into) relating to those Third Party Services (each, a "**Third Party Service Agreement**"). The terms of any Third Party Service Agreement will apply to the applicable Third Party Services provided under that Third Party Service Agreement in addition to the terms of this Agreement. Except as set forth in this Agreement, the terms of any Third Party Service Agreement will control in the event of a conflict between the terms of this Agreement and that Third Party Service Agreement. All other Third Party Services will be subject to the terms of this Agreement. Each Third Party Provider retains all right, title and interest in and to all Third Party Services and all software, hardware or other technology used to provide those services, and any additions, improvements, updates, and modifications thereto. Each Third Party Provider will be a beneficiary of the terms of this Agreement as to the Third Party Services provided by the Third Party Provider and will have all rights necessary to enforce this Agreement against OEM User in the case of any breach of those terms.

Warranties. OEM User represents, warrants, and covenants that: (1) OEM User has the legal right and authority to enter into this Agreement; (2) OEM User has the legal right and authority to perform its obligations under this Agreement and to grant the rights and licenses described in this Agreement and in any applicable additional agreement OEM User enter into in connection with any of the services provided under this Agreement; (3) all Content is in compliance with the terms of this Agreement; and (4) OEM User will access and use the services provided under this Agreement in compliance with the terms of this Agreement.

Disclaimer. THE SOLE WARRANTIES REGARDING THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE THOSE EXPRESS WARRANTIES (IF ANY) PROVIDED TO OEM USER BY OEM UNDER THIS AGREEMENT. ALL THIRD PARTY SERVICES ARE PROVIDED BY EACH THIRD PARTY PROVIDER STRICTLY "AS IS" AND "AS AVAILABLE" AND ALL THIRD PARTY PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ALL THIRD PARTY SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OEM OR ANY THIRD PARTY PROVIDER WILL CREATE ANY WARRANTIES BY OR ON BEHALF OF THIRD PARTY PROVIDER.

Indemnification. OEM User agrees to and hereby does indemnify, defend, and hold harmless OEM, its Third Party Providers and their respective affiliates, employees, agents, contractors, assigns, licensees, and successors in interest ("**Indemnified Parties**") from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from or relate to any claim or allegation against any Indemnified Party arising from OEM User accessing or using the services provided under this Agreement (including any Third Party Services) or from any email or other communication generated or sent through such services or any content contained therein, whether or not in breach of this Agreement.

Limitation of Liability. OEM USER AGREES THAT RESPONSIBILITY AND LIABILITY FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT IS STRICTLY WITH OEM. NO THIRD PARTY PROVIDER WILL HAVE ANY LIABILITY UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ANY SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING THIRD PARTY SERVICES), INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER FORM DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF

SUBSTITUTE GOODS OR SERVICES. IN JURISDICTIONS WHERE THE FOREGOING LIMITATION OF LIABILITY IS NOT PERMITTED, THE LIABILITY OF ANY THIRD PARTY PROVIDER WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Data Privacy. OEM and its Third Party Providers will have the right to collect, extract, compile, synthesize, and analyze data and information resulting from or relating to the use or operation of the services under this Agreement (“**Service Data**”). Any Service Data collected by OEM or any Third Party Provider will be owned by the party collecting the Service Data and may be used by that party for any lawful business purpose without a duty of accounting to OEM User subject to the then current privacy policy applicable to the services under this Agreement. OEM User consents to the use and disclosure of personally identifiable and other data and information as described in this Agreement and in the then-current privacy policy applicable to the services provided under this Agreement (“**Privacy Policy**”).

Content. OEM User will be responsible for all data, information and other content (“**Content**”) provided by OEM User in connection with the services provided under this Agreement. OEM User will not provide and will not permit any third party to provide or to use the services provided under this Agreement to provide, any Content that: (a) infringes, misappropriates or violates any intellectual property or other rights of any third-party; (b) is defamatory, harmful to minors, obscene or child pornographic; (c) contains any viruses or programming routines intended to damage the services or any software, hardware or other technology used to provide the services or surreptitiously intercept or expropriate any data or information; or (d) is false, misleading or inaccurate. OEM and its Third-Party Providers will not be responsible or liable for any deletion, correction, destruction, damage, loss or failure to store or back-up any Content. OEM and its Third Party Providers may take remedial action if any Content violates this Section, however OEM and its Third Party Providers are under no obligation to review any Content for accuracy or potential liability.

License Grant. OEM User grants to OEM and its Third Party Providers all necessary rights and licenses in and to all Content necessary for OEM and its Third Party Providers to provide the services under this Agreement. OEM User will maintain an adequate back-up of all Content and OEM and its Third Party Providers will not be responsible or liable for any deletion, correction, destruction, damage, loss or failure to store or back-up any of any Content. OEM User represents and warrants that OEM User has all necessary right, title, interest and consent necessary to allow OEM and its Third Party Providers to use all Content as set forth in this Agreement and as otherwise necessary to provide the services under this Agreement.