

Managing Editor Inc. (MEI) General Business Terms

Updated: April 4, 2016

Your licensing, access and use of Managing Editor Inc.'s ("MEI", "we" or "our") products and services (the "Services") is subject to the terms of the Service Order, Purchase Agreement, Statement of Work, Reseller Service Order or online order form (the "Ordering Document"), Terms of Use and the following Business Terms (collectively the "Master Terms").

Service Term

All software is licensed and not sold; any reference herein to the sale or price of any software refers to the applicable license or license fee.

Unless stated otherwise, the Service Commencement Date for the Services shall be the date you are provided with access to the Services. Access to the Services shall be defined as delivery of the Software and/or login credentials to access the Services to you by MEI or one of its partners.

The license term length is specified in your Ordering Document(s). In the event that a license term length is not specified in your Ordering Document(s), the license term shall be one year.

Billing, Trials and Cancellation

If there is a charge associated with your use of Services, you agree to pay that charge. In our sole discretion, MEI may suspend or cancel your access to Services if we don't receive an on-time, full payment for Services. Suspension or cancellation could result in a loss of access to and use of your account and its information.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

To pay charges for Services, we ask you to supply certain information applicable to your purchase, including, without limitation, payment and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us must be accurate, current and complete. You solely represent and warrant that you have the legal right to use any credit card(s) or other types of payment used to initiate any transaction. You agree to pay all charges incurred by you or any users of your account for any paid feature of the Service that you choose to sign up for or use while these Terms are in force. We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Services. Also, we may charge you up to the amount you've approved, and we'll notify you in advance of the difference for recurring subscription Services. We may bill you simultaneously for more than one of your prior billing periods. We may automatically renew your Service and charge you for any renewal term. All paid accounts are due the date the invoice is posted on your account.

All Subscription Services are prepaid for the subscription period selected and are non-refundable. This includes accounts that are renewed.

Any invoices for Services and/or expenses that are not prepaid are due within 30 days of receipt.

Your purchase order, which may or may not become available, is an administrative document only and any provisions in such purchase order at variance with the Master Terms shall not be binding on MEI. Any upgrade in plan level will result in the new rate being charged at the time of upgrade. There will be no prorating for downgrades in between billing cycles. Downgrading your Service may cause the loss of features or capacity of your account. MEI does not accept any liability for such loss.

Provided that automatic renewals are allowed in your country, province, or state, we'll inform you by email before automatically renewing your Services. Once we have informed you that the Services will be

automatically renewed, we may automatically renew your Services and charge you the then-current price for the renewal term. We'll also remind you that we'll bill your chosen payment method for the Services renewal, whether it was on file on the renewal date or provided later. We'll also provide you with instructions on how you may cancel the Services. You must cancel the Services at least 10 days before the renewal date to avoid being billed for the renewal. The Renewal Term shall be equal to the length of the expiring term, but shall not exceed a period of twelve (12) months unless agreed to in writing by MEI.

If we make an error on your bill, you must tell us within 60 days after the error first appears on your bill. We'll then promptly investigate the charge. If you don't tell us within that time, you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund.

Except as prohibited by law, we may assess a late charge if you do not pay on time. You must pay these late charges when we bill you for them. The late charge will be the lesser of 1.5 percent of the unpaid amount each month or the maximum rate permitted by law. We may use a third party to collect past due amounts. You must pay for all reasonable costs we incur to collect any past due amounts, including reasonable attorneys' fees and other legal fees and costs. We may suspend or cancel your Service if you fail to pay in full on time.

When you request a Service from us, you agree that we may begin to provide the Services immediately. You won't be entitled to a cancellation or "cooling off" period, except if the law requires a cooling off period.

If you're taking part in any trial period offer, you must cancel the Services by the end of the trial period to avoid incurring new charges, unless we notify you otherwise. If you don't cancel your Services at the end of the trial period, we may charge you for the Services.

We may change the price of the Services at any time and will notify you by email at least 14 days before the price change. If you don't agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the term. If you cancel, your access to Services will end at the end of your current subscription term. Cancellation will result in a loss of access to and use of your account and its information.

You are responsible for paying the fees charged by your Internet access or Wi-Fi providers. Those fees are in addition to the fees you pay us for the Services. If you access the Services through wireless devices (for example, phones and tablets), your wireless carrier may charge fees for alerts, web browsing, messaging, and other services that require the use of airtime and wireless data services. You're solely responsible for any costs you incur to access the Services through any wireless or other communication service.

Execution of the Ordering Document

Ordering Documents that require signature shall not be considered binding until they are signed by both you and MEI. The Ordering Document may be executed in counterparts, all of which together shall constitute one and the same agreement. A facsimile copy of this Ordering Document, including the signature page, shall be deemed to be an original.

All work outside that listed in the Ordering Document(s) will be negotiated, agreed to in writing and billed separately.

Contacts

Your Ordering Document(s) may specify points of contact for contractual matters and potentially technical, support or other matters. You agree to provide MEI written notice should there be a change in availability of any designated point of contact.

Professional Services

The start date of the services set forth in the Ordering Document will be mutually agreed by you and MEI after execution of the Ordering Document. The work plan schedule with corresponding end date will be mutually agreed upon at that point.

You assume the responsibility to ensure proper attendance of your personnel at all training sessions.

Unless otherwise specified in your Ordering Document, or agreed to in writing by MEI, all training services will be delivered remotely in increments of no less than 2 hours. You assume all responsibility for travel, hotel and meal expenses incurred during on-site services by MEI and will be invoiced to You at actual cost as incurred.

Any professional services are subject to MEI's professional services policies located at www.maned.com/policies.

Obligations

Your use of the Services will be governed by Pennsylvania law and any disputes arising hereunder will be settled by binding arbitration in Philadelphia, Pennsylvania, under the commercial rules, then in effect, of the American Arbitration Association.

You agree that the information contained in the Ordering Document(s) shall be maintained in confidence and shall not be publicly disseminated. However, the Master Terms may be disclosed to your employees who need to know this information for purposes of performing their obligations and to others who are not employees if said disclosure is necessary. You further agree that to the extent that non-employees are provided with this information, the disclosing party will notify the non-employee(s) that this information is confidential and may not be disclosed for any purpose.

Neither You nor MEI shall solicit, recruit, agree to hire or hire any of the other party's personnel for a period of one (1) year following termination of your use of the Services.

You and MEI hereto agree to indemnify, defend, and hold each other and its officers, directors, employees, agents, successors and assigns harmless from any loss, cost, liability, claim, judgment, damage or expense, including without limitation reasonable attorneys' fees and related expenses, with respect to any claim, dispute, proceeding or cause of action based on personal or bodily injury or damage to property (either tangible or intangible) caused by the fault or negligence of the indemnifying party.

You acknowledge that all products and services listed on the Ordering Document(s), including exhibits thereto, or a Statement of Work, and any amendments thereto, are governed by the Master Terms. You represent that the person signing the Ordering Document(s) has the authority to bind their company to the Master Terms. Except where explicitly stated herein, the Terms of Use will govern in the event of any conflict between the terms of the Service Order, the Terms of Use and these Business Terms.

Reseller Orders

The Master Terms apply whether you purchase Services directly from MEI or through an authorized Reseller. If you purchase through a Reseller, your access to the Services shall be as stated in the Reseller Service Order placed by the Reseller for you, and Reseller is responsible for the accuracy of such. Resellers are not authorized to make any promises or commitments on MEI's behalf, and we are not bound by any obligations to you other than what we specify in the Master Terms. If you purchase any Services through a Reseller, you owe payment to the Reseller as agreed between you and the Reseller, but you acknowledge that we may terminate your rights to use Services if we do not receive our corresponding payment from the Reseller.

Third-Party Solutions

Your license to the Services may include the use of third-party software and/or services, (Third-Party Solution.) Your use of the Third-Party Solutions is subject to the Master Terms and the terms of use of the Third-Party Solution including click-through agreements. Unless you have explicitly licensed the Third-Party Solution separately from Services, your access to Third-Party Solution is contingent upon your license to the Services and your license to use Third-Party Solution ends with the suspension or cancellation of the Services.

Twixl Media software

Your use of Twixl media software, including but not limited to Twixl Publisher, is contingent upon the following additional terms:

You acknowledge that your use of Twixl Media software is also governed by the Twixl Media Software License Agreement, a copy of which is available at https://twixlmedia.com/files/eula/EULA_4.pdf.

You acknowledge that neither MEI or Twixl Media can provide assistance with the approval process of your app that is submitted to any application marketplace. You further agree to maintain applicable developer agreements for any platform to which you will publish. Application marketplaces change rules of application deployment and neither MEI or Twixl can make any guarantees that use of external services and databases will be supported in the future by such marketplaces.

Some functionality may require software development or deployment of additional infrastructure. Unless otherwise stated within your Ordering Document, these services are not included and will be priced separately.

Unless otherwise stated within your Ordering Document, MEI Portico, TruEdit and integration of Twixl media software with TruEdit are not included.