

Stackla Master Subscription Agreement

This Agreement constitutes a contract between Stackla and the Customer identified on applicable Order Form. This agreement governs the use of the Products and Services offered by Stackla.

1. Definitions

- 1.1. "Affiliate" means with respect to a party, any other entity which directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means ownership or control, directly or indirectly, of more than 50% of the voting interests of the subject entity or otherwise having the power to control the decision making of the entity.
- 1.2. "Aggregated Anonymous Data" means Aggregated, non- personally identifiable End User Data or analyses on the performance of End User Data in the delivery of Services.
- 1.3. "Agreement" means this Master Subscription Agreement, including its schedules and any associated Order Form(s).
- 1.4. "API" means application programming interfaces which enable developers to interact with Social Networks and make available End User Content through the Product for use by the Customer.
- 1.5. "Applicable Laws" means all laws and regulations by which a party is bound, including, but not limited to, laws relating to privacy, data protection, or marketing.
- 1.6. "Authorized Users" means employees, representatives, consultants, contractors, or agents of the Customer who are authorized to access the Product.
- 1.7. "Claim" means cause of action or other forms of legal proceedings.
- 1.8. "Confidential Information" means all information provided by Stackla or Customer ("Discloser") to the other party ("Receiver"), whether orally or in writing that is designated as confidential. Confidential Information will include Customer Data and information about the Discloser's business plans, technical data, and the terms of the Order Form. Confidential Information does not include any information that
 - I. is or becomes generally known to the public without breach of any obligation owed to the Discloser,
 - II. was known to the Receiver before receipt from the Discloser,
 - III. was independently developed by Receiver without breach of any obligation owed to the Discloser, or
 - IV. is received from a third party without breach of any obligation to the Discloser.
- 1.9. "Customer Data" means Authorized Users' activity within the Product, such as End User Content search terms and Authorized User profile information but excludes any End User Content.
- 1.10. "Data Storage" means the combined file size of all computer files stored in the Product.
- 1.11. "Data Storage Limit" means the limit on Data Storage via the Product.
- 1.12. "End User" means a registered account holder of a Social Network.
- 1.13. "End User Content" means any data or content made publicly available by End Users through the Social Networks which is able to be accessed. in accordance with Applicable Laws, via the Product, such as End User posts, updates, images, videos, profile information, location data and other information or materials provided as publicly available information by End Users to the relevant Social Network, subject to any restrictions imposed by the End User or the Social Network, and including aggregate, anonymous or derivative versions of such data or content.
- 1.14. "Fees" means the amount paid by the Customer (i) as specified on the Order Form for access to the Product, (ii) as specified on the SOW for receipt of Professional Services, or (iii) product implementation fees (set-up fees) as specified on the Order Form.
- 1.15. "File Transfer" means the process of moving files from one computer to another over a network or internet connection.
- 1.16. "File Transfer Limit" means the limit on computer data that is transferred via the Product. Unless otherwise noted, File Transfer Limits will be monthly.
- 1.17. "Intellectual Property Rights (IPRs)" means all industrial and intellectual property rights

- including, but not limited to, copyright (both present and future), Confidential Information (including know-how and trade secrets), patents, designs, and trademarks, and in each case whether registered or not.
- 1.18. "Order Form" means the document signed by the parties that details the commercial terms of the Product and associated features being purchased by the Customer.
 - 1.19. "Product" means Stackla's web-based social media aggregation and curation tools and platforms that are described on the Customer's Order Form or that Stackla otherwise makes available to the Customer and are developed, operated, and maintained by Stackla, accessible via [http:// www.stackla.com](http://www.stackla.com).
 - 1.20. "Professional Services" means additional services provided by or procured by Stackla on behalf of the Customer that are specified on a Statement of Work (SOW) and not included in the Product.
 - 1.21. "Scheduled Downtime" means planned maintenance periods or outages, such as updates or other infrastructure upgrades, during which the Product is not able to be used by the Customer; as notified at least 48 hours in advance by Stackla (with such periods, where reasonable, scheduled during low traffic times, and be less than 12 hours in aggregate per year).
 - 1.22. "Services" means any Product and/or Professional Services provided by Stackla.
 - 1.23. "Social Network" means any online social media network currently connected to the Product from which the Customer may choose to receive and display End User Content.
 - 1.24. "Statement of Work (SOW)" means any agreement executed by Stackla and the Customer that defines any Professional Services to be provided by Stackla.
 - 1.25. "Subscription Fees" means the portion of Fees specified on the Order Form that relate to access to the Product. Subscription Fees exclude any Fees relating to Professional Services or any SOW, as well as any Fees relating set-up or implementation of the Product.
 - 1.26. "Subscription Term" means the initial term of the Customer's subscription to the Product, as specified on the Order Form, and each subsequent renewal term (if any).
 - 1.27. "Third Party Data" means all data and other intellectual property from third parties used as part of the Product, including Social Networks, APIs, the Customer Data and the End User Content.
 - 1.28. "Uptime Availability" means the actual time that the Product is available to the Customer, excluding (i) Scheduled Downtime, (ii) failure or outages caused by Customer's act or omission, (iii) downtime caused by networks or infrastructure not under the control of Stackla, or (iv) downtime caused by Force Majeure events.

2. General Commercial Terms

- 2.1. Provision of Product and Services. During the Subscription Term, Stackla will make available the Services and provide Support, as specified on Schedule A, to the Customer and its Authorized Users in accordance with this agreement.
- 2.2. License. Stackla grants the Customer a non-exclusive, non- transferrable, non sub-licensable, royalty-free (other than any fees due under this Agreement), license during the Subscription Term for the Customer and its Authorized Users to use the Product, in accordance with this agreement.
- 2.3. Access. Customer agrees to (i) only access the Product by means devised by Stackla, which currently is via log-in through website interface and (ii) itself keep and ensure its Authorized Users keep log-in information secure from unauthorized access.
- 2.4. Hosting. Product is hosted by a third-party hosting solution and hosting costs are included as part of Subscription Fees, unless otherwise specified on the Order Form.
- 2.5. Updates. During the Subscription Term, Customer will have access to, at no additional charge, all updates to the Products specified on the Order Form.
- 2.6. Data Protection. The Stackla Data Processing Agreement establishes the Parties' data processing relationship and is hereby incorporated herein.
- 2.7. Product Usage. Customer agrees that its use of the Product is for the purposes permitted by this Agreement. Customer agrees to comply with all relevant usage guidelines in respect of End User Content as determined by the Social Networks and further comply with:
 - 2.7.1. Any requirements or restrictions imposed on usage of End User Content by

- the respective owners, which may include “all rights reserved” notices, creative commons licenses or other terms and conditions an End User has attached to their End User Content, such as marking a photo as “private”;
- 2.7.2. Any direction to remove any End User Content or other information that the End User or Stackla has asked to be removed from the Visual UGC Solution within 24 hours; and
 - 2.7.3. Any other guidelines in respect of a Social Network or End User Content as advised by Stackla, in writing, from time to time.
- 2.8. Fair Use Policy. In the event that Stackla deems Customer is ingesting, transferring, or storing content beyond reasonable levels (for the purpose of curation and display), Stackla reserves the right to assess overage charges on the Customer on further content ingestion, transfer or storage through the Product at rates defined on the Order Form. Reasonable levels of content ingestion is defined as more than three (3) times the allocated Data Storage Limit in any single calendar month. Reasonable levels of content transfer and content storage are defined as the File Transfer Limit and Data Storage Limit on the Order Form.
- 2.9. Customer and Authorized User Obligations. Customer and Authorized Users agree that it will not use the Services provided by Stackla to attempt any of the following:
- 2.9.1. send messages to any person who has not affirmatively consented to such receipt (and has not subsequently withdrawn such consent);
 - 2.9.2. store or communicate defamatory, infringing, fraudulent, malicious, or otherwise unlawful content;
 - 2.9.3. gain unauthorized access to, or disrupt the integrity or performance of the Product or the data contained therein;
 - 2.9.4. conduct load testing, penetration tests, port scans, vulnerability assessments, or other similar performance or security testing without the prior written approval and supervision of Stackla, results of which will be deemed Confidential Information of Stackla;
 - 2.9.5. modify, copy, or create derivative works based on the Product or copy any Intellectual Property Rights (IPR), in the Products functional features or user interface without prior approval from Stackla;
 - 2.9.6. reverse engineer or decompile the Product;
 - 2.9.7. use any IPR owned or licensed by Stackla to provide assistance to any other person or entity in building or developing a competitive product or service to the Product;
 - 2.9.8. use the Product for purposes of product evaluation, benchmarking, or other comparative analysis intended for publication or other disclosure without the prior written approval of Stackla;
 - 2.9.9. permit access to the Product by any unauthorized person, including, without limitation, a competitor of Stackla.
- 2.10. Disclaimer. Customer agrees to the following:
- 2.10.1. Customer assumes responsibility and liability for the usage of the product at all times by itself and authorized users;
 - 2.10.2. Stackla does not represent or warrant that any social network or other third-party network or system that the product interacts with is free of inaccuracies, errors, bugs, or interruptions, or is reliable, accurate, complete, or otherwise valid except as set forth in section 2.8.4; and
 - 2.10.3. Use of end user content is at the customer’s own risk and stackla does not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, legality, or reliability of any end user content, or represent that it will not be harmful, offensive, deceptive, illegal, or mislabelled.
 - 2.10.4. Stackla represents that the end user content is displayed and provided accurately and reliably to the customer.
- 2.11. Intellectual Property Rights.
- 2.11.1. The Product is licensed to the Customer for use strictly as permitted under the terms of this Agreement. As between the parties, Stackla retains all IPR in the Product, including, without limitation, in the Products codes and

methodologies. Stackla does not own, nor claim to own, any Third-Party Data.

- 2.11.2. As between the parties, Customer retains all IPR in the Customer Data.
- 2.11.3. 2.9.3. Customer grants Stackla all necessary rights to use the Customer Data for the purposes of (i) performing the functions of the Product, (ii) providing information to Stackla users such as Product Updates, Product news, and Product improvements, (iii) identifying Stackla users who have previously registered with Stackla, and (iv) otherwise performing its obligations under this Agreement.
- 2.11.4. Customer grants Stackla a royalty-free, non-exclusive, perpetual, irrevocable, worldwide, transferrable, sub- licensable license to use, copy, modify, or distribute any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or its Authorized Users relating to the functionality of the Product or Professional Services, including, without limitation, by incorporating the same into the Product, provided this shall not include any Confidential Information.
- 2.11.5. So that Stackla may improve and promote its Services, Stackla may use, display, and commercially exploit Aggregated Anonymous Data. Stackla may disclose Aggregated Anonymous Data to third parties and may transfer or sublicense its rights with respect to Aggregated Anonymous Data.

3. Fees and Payments

- 3.1. Invoicing. Except as otherwise stated on the Order Form or SOW, Fees will be invoiced in full upon signing of this Agreement.
- 3.2. Payment Terms. Except as otherwise stated on the Order Form or SOW, Fees will be due within 30 days of the invoice date.
- 3.3. Late Payments. Except as otherwise stated on the Order Form or SOW, any Fees due to Stackla under this Agreement, upon which payment is not received within 15 days of the invoice due date shall accrue late fees equal to the less of (i) 5% per month, or (ii) the highest rate allowed by Applicable Laws, in each case compounded monthly to the extent allowed by Applicable Laws. Without limitation to Stackla's other rights or remedies, in the event Customer is more than 15 days delinquent in their scheduled payments, Customer agrees that Stackla may, at its discretion, terminate this Agreement, resulting in forfeiture of any payment received by Stackla up until the termination of this Agreement. In the event Customer's account becomes delinquent, Stackla will have no choice but to resort to collection proceedings and Customer agrees to be responsible for Stackla's reasonable attorney's fees and costs incurred in collection proceedings.
- 3.4. Taxes. All fees are exclusive of taxes, which Stackla will charge in accordance with Applicable Laws. Customer agrees to pay any taxes applicable to use of the Product or Professional Services. Customer shall have no liability for any taxes based upon Stackla's gross revenues or net income. If Customer is located in the European Union, all fees are exclusive of any VAT and Customer represents that it is registered for VAT purposes in Customer's member state. At Stackla's request, Customer will provide Stackla with the VAT registration number under which member state Customer is registered. If Customer is subject to GST, all fees are exclusive of GST. If Customer is required to deduct or withhold any tax, Customer must pay the amount deducted or withheld as required by Applicable Laws and pay Stackla an additional amount so that payment is received in full as if there were no deduction or withholding.
- 3.5. Travel Expenses. Customer shall reimburse Stackla for all reasonable and appropriately documented travel and related expenses incurred by Stackla in performing any Professional Services that have been pre- approved in writing by the Customer.
- 3.6. Payment by credit card. If Customer is paying by credit card, Stackla is authorized to use a third party to process payments, and consent to the disclosure of Customer payment information to such third party. Customer also authorizes Stackla to pass through any credit card processing fees to the Customer.
- 3.7. Payment Information. Customer will keep contact information, billing information, and credit card information (where applicable) up to date. All payment obligations are

non-cancelable, and all amounts paid are non refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term, unless otherwise specified on the Order Form or SOW.

4. Term and Termination

- 4.1. Term. The Subscription Term specified on the Order Form shall be the initial Subscription Term. At the expiration of the initial Subscription Term this Agreement shall renew for subsequent Subscription Terms of one (1) year until such time either party elects to terminate this Agreement by providing written notice (email acceptable) on or prior to the date thirty (30) days preceding the end of the then current Subscription Term.
- 4.2. Termination. Unless otherwise specified on the Order Form, either party may terminate this agreement (i) upon 30 days prior written notice to the other party of a material breach by the other party, if such breach remains uncured at the end of such period, (ii) immediately upon written notice if the other party becomes the subject of a bankruptcy, insolvency, receivership, liquidation, or assignment for the benefit of creditors or similar proceeding, or (iii) immediately upon written notice if the other party undergoes a change of control in favor of a direct competitor of the terminating party.
- 4.3. Result of Termination. Upon any termination, as specified in section 4.2, by the Customer, Stackla will refund Customer any prepaid Fees for the remainder of its Subscription Term after the date of termination. If Stackla terminates this Agreement, no Fees shall be refunded, and all contractually committed Fees shall become immediately due and payable to Stackla.
- 4.4. Suspension. Without prejudice to its termination rights, Stackla may temporarily suspend Customer's access to the Services and provide reasonable notice to Customer in the event that Customer fails to pay undisputed invoices when due or otherwise fails to comply with this Agreement, including, without limitation under section 2.7 or by using the Product in a manner that materially degrades performance of the Product.

5. Confidentiality.

The Receiver will: (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own Confidential Information of similar nature, but with no less than reasonable care, (ii) not use any Confidential Information for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information to any third party (except Stackla's third party service providers), and (iv) limit access to Confidential Information to its employees, contractors, advisors, and agents. Upon notice to the Discloser, the Receiver may disclose Confidential Information if required to do so under any Applicable Laws, regulation, subpoena, or legal process.

6. Indemnification.

- 6.1. Customer shall defend, indemnify and hold harmless Stackla, including its Affiliates and officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all losses and claims of third parties (including reasonable legal fees) to the extent arising out of Customer's use of the Product contrary to this Agreement, or breach of any laws or this Agreement.
- 6.2. Stackla shall indemnify and hold harmless Customer, including its Affiliates and officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses (including reasonable legal fees) to the extent arising out of the Product infringing any third party IPR.
- 6.3. The indemnified party shall: (i) promptly give written notice of any Claim to the Indemnifying Party, (ii) allow the Indemnifying Party to control the defense and settlement of the Claim, provided that the Indemnified Party may participate in such defense at its own cost and that the Indemnifying Party may not settle any Claim in a manner that imposes any obligation or liability on the Indemnified Party without the Indemnified Party's prior written consent, and (iii) provide the Indemnifying Party, at the Indemnifying Party's

- cost, all reasonably requested assistance in such defense.
- 6.4. In the case of a Claim of IPR infringement in respect of the Services, Stackla may, at its sole discretion and expense (i) procure for Customer the right to continue using the Services under the terms of this Agreement, (ii) replace or modify the Services to be non-infringing without material decrease in functionality, and (iii) if the aforementioned options are not reasonably applicable, terminate this Agreement and refund the Customer all prepaid Fees for the remainder of its subscription term after the date of termination.

7. DISCLAIMERS; LIMITATION OF LIABILITY.

- 7.1. **Limitation of Liability.** The aggregate total liability of Stackla towards you in respect of any cause of action relating to or arising out of the Product or Professional Services is at all times limited to the fees and expenses paid by you to us hereunder during the three (3) months immediately prior to the date on which the cause of loss or damage giving rise to the claim arose. To the fullest extent allowed by applicable law, in no event and under no legal theory (including, without limitation, tort, contract, strict liability, or otherwise) shall Stackla be liable for any loss of production, loss of or corruption to software or data, loss of profits or of contracts, loss of business or of revenues, loss of operation time, loss of goodwill or reputation, LOSSES ARISING OUT OF MATTERS BEYOND STACKLA'S REASONABLE CONTROL, whether caused directly or indirectly, or for any indirect, special, incidental, punitive or consequential loss, damage, cost or expense whatsoever. The aforesaid limitations do not apply to loss or damage arising out of gross negligence or willful misconduct. Some states do not allow the exclusion or limitation of incidental or consequential or certain other damages, so the above limitation and exclusions may not apply to you.
- 7.2. **Disclaimer of Warranties.** To the extent permitted by law, Stackla and its affiliates and agents make no representations or warranties about the suitability, reliability, availability, timeliness, security, or accuracy of the product, data made available from the product, end user content, or professional services for any purpose. APIs may not be available at all times. To the extent permitted by law, the product, end user content, and professional services are provided "as is" without warranty or condition of any kind. Stackla disclaims all warranties and conditions of any kind, whether express, implied, or statutory, with regard to the product and professional services, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement. No Indirect Damages. To the extent permitted by law, in no event shall either party be liable for any indirect, incidental, punitive, or consequential damages, or loss of profits, revenue, data, or business opportunities.
- 7.3. **Third Party Products.** Stackla disclaims all liability with respect to third party products that customer uses. Stackla's licensors shall have no liability of any kind under this agreement.
- 7.4. **Agreement to Liability Limit.** Customer understands and agrees that absent Customer's agreement to this limitation of liability, Stackla would not provide the Product and/or Professional Services to the Customer.

8. Miscellaneous

- 8.1. **Amendment; No Waiver.** Stackla may update and change any part, or all of this Master Subscription Agreement (Customer fees will not change during the Subscription Term except as explained in section 3, above). If Stackla does update or change the Master Subscription Agreement, Customer's subscription will continue to be governed by the terms and conditions of the Master Subscription Agreement prior to modification for the remainder of Customer's current Subscription Term. Upon renewal, the updated Master Subscription Agreement will apply. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.
- 8.2. **Publicity.** Except as otherwise stated on the Order Form or SOW either party may use the name and logo of the other party in public statements, such as customer or vendor lists, with the prior written approval of the other party (not to be unreasonably withheld or delayed). Customer also agrees to consider the following up Stackla's reasonable

- request: (i) serving as a reference or hosting onsite reference visits, (ii) collaborating on press releases announcing or promoting the relationship between Customer and Stackla, and (iii) collaborating on case studies or other marketing collateral following successful deployment of the Services.
- 8.3. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.
- 8.4. Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.
- 8.5. Relationship of the Parties. Customer and Stackla agree that no joint venture, partnership, employment, or agency relationship exists between us.
- 8.6. Severability. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by Applicable Laws, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.
- 8.7. Notices. Notice will be sent to the contract addresses set forth herein and will be deemed delivered as of the date of actual receipt.
- 8.7.1. To Stackla, Inc., Stackla Pty, Ltd.: 33 New Montgomery Street Suite 360, San Francisco, CA 94105, U.S.A. Attention: General Counsel.
- 8.7.2. To Customer: Customer address as provided on the Order Form. Stackla may give electronic notices by general notice via the Product and may give electronic notices specific to Customer by email to the Customer email addresses provided on the Order Form. Stackla may give notice to Customer by telephone calls to the telephone numbers on the Order Form. It is the Customer's responsibility to notify Stackla of changes to Customer contact information.
- 8.8. Entire Agreement. This Agreement (including each Order Form and/or SOW), along with our Privacy Policy, is the entire agreement between the parties for the Services and supersedes all other proposals and agreements, whether electronic, oral, or written between Stackla and Customer. Stackla rejects and objects to any additional or different terms proposed by Customer, including those contained in Customer's purchase order, acceptance, or website. Stackla's obligations are not contingent on the delivery of any future functionality or features of the Product or dependent on any oral or written public comments made by Stackla regarding future functionality or features of the Product.
- 8.9. Assignment. Customer will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sales of all or substantially all of Customer's assets, change of control or operation of law, without prior written consent of Stackla, which will not be unreasonably withheld. Stackla may assign this Agreement to any affiliate or in the event of merger, reorganization, sales of all or substantially all of Stackla's assets, change of control or operation of law.
- 8.10. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third-party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 8.11. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.
- 8.12. Precedence. In the event of a conflict between the terms of the Master Subscription Agreement and an Order Form, the terms of the Order Form shall control, but only as to that Order Form.
- 8.13. Dispute Resolution. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of California (USA) or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

9. Jurisdiction Specific Terms

- 9.1. Contracting Entity and Applicable Law. Physical address of Customer determines which Stackla entity the Customer will contract with for Services. For this Agreement, "located in" means Customer's shipping or physical address.
 - 9.1.1. If Customer is located in North America or South America, then Customer is contracting with Stackla, Inc. and this Agreement is governed by the laws of the State of California, U.S.A. without reference to conflicts of law principles. For contracts with Stackla, Inc., both parties consent to the exclusive jurisdiction and venue of the courts in San Francisco, California, U.S.A. for all disputes arising out of or relating to the use of the Services.
 - 9.1.2. If Customer is located in Europe, the Middle East, or Africa, then Customer is contracting with Stackla Limited, a company registered in England and Wales under number 09102304, whose registered office is at 10 John Street, London, England, WC1N 2EB and this Agreement is governed by the laws of the England and Wales without reference to conflicts of law principles. For contracts with Stackla Limited, both parties consent to the exclusive jurisdiction and venue of courts in London, England for all disputes arising out of or relating to the use of the Services.
 - 9.1.3. If Customer is located in Asia-Pacific, then Customer is contracting with Stackla Pty Ltd, located at 71 Alexander Street, Crows Nest, NSW 2065, Australia, and this Agreement is governed by the laws of the state of New South Wales, Australia, without reference to conflicts of law principles.

SCHEDULE A

Support & Product Functionality

1. Support and Support Levels

1.1. Support. Support is included in Customer's Fees. Phone support and Email support are available to Customer.

1.2. Support Contacts and Hours. Support can be contacted as specified in the table below.

Contracting Entity	Email	Hours
Stackla, Inc. (America)	support@stackla.com	9:00 a.m. – 5:30 p.m. Eastern Time, Monday through Friday (excluding public holidays)
Stackla Limited (EMEA)	support@stackla.com	9:00 a.m. – 5:30 p.m. local time in London, England, Monday through Friday (excluding public holidays)
Stackla Pty Ltd (Asia Pacific)	support@stackla.com	9:00 a.m. – 5:30 p.m. local time in New South Wales, Monday through Friday (excluding public holidays)

1.3. Off Hours Support. Email support accepts support requests 24 hours per day, 7 days per week. Stackla will respond to support requests generally within 2 business days of receipt.

1.4. Support Eligibility. Support is available to Customer and its Authorized Users who have successfully completed Stackla Product training as covered in Customer's Fees.

2. Uptime Guarantee.

Stackla represents that the Product will have an Uptime Availability of not less than 99% over each calendar month during the Subscription Term. Sections 2.1 and 2.2 of Schedule A represent the entire remedy in respect of failure to achieve Uptime Guarantee.

2.1. Should Stackla fail to meet the Uptime Guarantee in any calendar month the following remedy is available to the Customer: For each 1% (or portion thereof) by which Stackla fails to achieve the Uptime Guarantee, Customer shall receive a refund equal to 2% of its Subscription Fees for that month (or the pro rata portion where Fees are paid other than monthly), up to 100% of the Subscription Fees for such month; any such refund shall be paid within 60 days of the end of the month in which refund is applicable.

2.2. Should Stackla fail to achieve the Uptime Guarantee in each of three (3) consecutive calendar months, Customer may terminate this Agreement by immediate written notice, in which case Stackla will refund to Customer any prepaid Subscription Fees for the remainder of the Subscription Term.

3. Product Functionality.

The Stackla User Generated Content Platform product provides a solution for Customers to conduct user-generated content aggregation, curation, management and display activities.