

# Keystone Marketing Technology, LLC, License and Service Level Agreement –Software-as-a-Service License

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#### **4. DESCRIPTION OF SERVICE**

- A. KMT provides Licensee's authorized users with digital marketing capabilities using an intuitive browser-based website. The specific Services and scope of work to be delivered by KMT are set forth in more detail in KMT'S Proposal.
- B. In order to use the Software, Licensee must obtain access to the World Wide Web, either directly or through devices that access web-based content and connect to the HeadStart Marketing Platform Server, whether locally installed at Licensee site or at KMT. The Software does not include access to the World Wide Web or the equipment necessary for Licensee to obtain such access. KMT is not responsible for the Licensee's inability to access the Software.
- C. The Software is provided as a service via the Internet.

#### **5. ACCEPTANCE OF TERMS**

KMT provides the Software to Licensee subject to these Terms, which may be updated by KMT from time to time. Unless explicitly stated otherwise, any new feature that augments or enhances the current Software, including the release of new Software, shall be subject to these same Terms.

#### **6. LICENSEE ACCOUNTS AND PASSWORDS**

Licensee will be able to select account usernames and passwords for all users and administrators. Licensee is responsible for selecting a password for each user that would not be immediately

obvious to someone trying to guess it, and to change it periodically as an added precaution. Licensee is responsible for maintaining the confidentiality of Licensee's account usernames and passwords, and is fully responsible for all activities that occur under Licensee's accounts. Licensee agrees to (a) immediately notify KMT of any unauthorized use of Licensee's accounts involving the Software or any other known breach of security involving the Software, and (b) comply with the requirement that Licensee's users exit (logout) from Licensee's account at the end of each session.

KMT cannot and will not be liable for any loss or damage arising from Licensee's failure to comply with the security measures as defined in the above paragraph.

## **7. SERVICE LEVEL GUARANTEE**

The following specifies KMT Service Guarantees to Licensee under a SaaS License:

The Software Availability: Network connections between an operating Software application and the Internet will be available to the Licensee free of Software interruptions 99.7% of the time, not including normal, scheduled or unplanned emergency maintenance windows.

Interruptions: In the event that the Licensee does experience an interruption of service, the Licensee may qualify for service level credits paid out by the Licensor. The Licensee may qualify for such a credit if:

- a) the interruption lasts for more than sixty (60) consecutive minutes; and
- b) the Software is unable to transmit and receive information from the Software system; and
- c) Licensee notifies KMT immediately of such event; and
- d) KMT determines that such interruption was caused by KMT'S inability to provide the Software for reasons within KMT'S control and not as a result of any actions or inactions of Licensee equipment or any third parties (including failure of third-party equipment); and
- e) such inability is not a result of standard scheduled maintenance or of unplanned emergency maintenance of the Software.

If each of the above conditions are met, KMT will, upon Licensee's request, credit Licensee's account with the connectivity charges for two hundred percent (200%) of the length of the interruption that exceeds the Service Level Guarantee. Licensee credit may not exceed one month of the Software fees in any single calendar month. Licensee must be a paying customer and not utilizing a free trial period in order to collect connectivity charges.

## **8. SECURITY**

KMT hosts Licensee content on a server that is secured by an authentication scheme and a firewall. KMT utilizes industry-accepted measures and standards to maintain the security and confidentiality of Licensee's information, data, text, messages, and other materials (collectively the "Licensee Content"). Physical and electronic measures assure that no outside unauthorized parties can gain access to the hosted staging files. Licensee acknowledges and agrees that, due to the inherent qualities of the Internet, KMT cannot prevent and, therefore, is not responsible for security breaches unrelated to the Software, nor is KMT responsible for Licensee's failure to maintain the confidentiality of Licensee's account information and/or password. Furthermore, Licensee is entirely responsible for any and all activities that occur under Licensee's account. Licensee agrees to immediately notify KMT of any unauthorized use of Licensee's accounts or any other known breach of security.

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KMT staff may be requested by licensee to install or configure software or components on Licensee owned equipment (e.g. Licensee production web hosting server), and licensee will provide all approvals and authorizations required to carry out such activities in

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#### **14. TERMINATION OF AGREEMENT**

- A. This Agreement shall be renewed automatically for succeeding terms of one month unless either party gives written notice to the other at least thirty (30) days prior to the expiration of any term of its intention not to renew. License and Service prices are subject to market rates at the time of renewal.

Cancel agreement by contacting:

Keystone Marketing Technology, LLC  
120 Harvest Circle  
Bala Cynwyd, PA 19004  
United States  
Phone: 484.005.4306  
Email: eric@keystonemartech.com

- B. This Agreement may be terminated at any time if either party fails to perform any of its material obligations herein and such failure continues uncured for thirty (30) days following written notice from the non-breaching party. There are no refunds for early termination of Agreement.
- C. This Agreement may be terminated at any time for any reason by KMT after giving forty-five (45) days written notice to Licensee.
- D. There are no refunds for early termination of agreements.

#### **15. REGISTRATION**

You must register to use the Software and (i) provide true, accurate, current and complete information as prompted in the sign-up process, and (ii) maintain and promptly update the registration data to keep it accurate, current and complete. If you provide any registration data that is inaccurate, not current or incomplete, or KMT has reasonable grounds to suspect is inaccurate, not current or incomplete, KMT may, in its sole discretion, suspend or terminate your account and refuse any and all current or future access to and use of the Software and/or Services (or any portion thereof).

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KMT shall not be responsible for failure to perform under this Agreement when its failure results from any of the following causes: Acts of God or Public enemies, war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption, telecommunications failure, or any cause beyond its reasonable control.

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- B. Press Release: From time to time, KMT selects candidates from its customer list with whom it wishes to announce a business relationship or generate a joint press

release. Should Licensee be so selected, Licensee shall have an opportunity to review and approve each press release prior to its issuance. Licensee's approval shall not be unreasonably withheld or delayed.

## **25. PRIVACY POLICY**

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- C. This Agreement and the relationship between Licensee and KMT shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions. Licensee and KMT agree to submit to the personal and exclusive jurisdiction of the courts located within the Commonwealth of Pennsylvania.
- D. The failure of KMT to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
- E. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

- F. Licensee agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Software or this Agreement must be filed within one (1) year of such a claim or cause of action arising or be forever barred.
- G. The section titles in the Agreement are solely used for the convenience of the parties and have no legal or contractual significance.
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## **CONTACT US**

In order to resolve a complaint regarding Keystone Marketing Technology, LLC or to receive further information regarding use of HeadStart Marketing Platform, please contact us at:

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Revised 09/07/2022

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