



ONLINE SUBSCRIPTION AGREEMENT

ReadyToGoCRM.com

Agreement Version: 1.23

Contact Information:

ReadyToGoCRM.com

support@ReadyToGoCRM.com

Agreement Date:

Effective date as of Customer's agreement date on the signup form (T&C's agreement checkbox.)

These Terms and Conditions will govern your subscription with ReadyToGoCRM.com for any products that are subscription based and offered for sale/resale to you from ReadyToGoCRM.com.

1. **Payment Terms:** Customer agrees to pay ReadyToGoCRM.com the fees agreed to and as selected by Customer during website checkout, as well as any additional fees agreed to by Customer for additional services or products pursuant to the following terms:
 - a. This is a month-to-month contract that can be canceled at any time with 30-days' notice. Software will not be activated until project is initiated. No fees will be charged to the customer except software licenses and support.
 - b. Please note the following terms of use: All user additions during a given month will be billed for the entire month and will be co-termed with the original license. There is no prorating. An invoice will be generated within the month of the user addition. Please note, the new user will not be added/available until payment has been received.
 - c. All payments pursuant to this Agreement shall be dischargeable only by payment in United States dollars ("Dollars").
 - d. From time to time, Microsoft and other Third-Party Publishers may make price adjustments to their monthly subscription price. Customer agrees that ReadyToGoCRM.com may pass these adjustments on to Customer with 30 days' notice.
 - e. Breach -Any Non-payment of Software license fees for a period greater than three (3) calendar days following its due date, where Customer has failed to remedy after an additional five (5) calendar days, ReadyToGoCRM.com may terminate this Agreement. ReadyToGoCRM.com will suspend Customer's account with Microsoft. Microsoft will retain Customer install and data for a maximum of ninety (90) days. After which time, data will be refreshed (deleted) and unavailable for Customer to retrieve or reactivate.
 - f. Reinstatement of account- All payments due must be brought current in order to reinstate Customer's account and allow access to company install and data. This must be done within 90 days of suspension of Customer Account.
 - g. All Software Warranties and SLA are based on the Microsoft Online Services Agreement found on Microsoft.com. AT NO TIME AND UNDER NO CIRCUMSTANCES DOES

READYTOGOCRM.COM OR IT'S AFFILIATES WARRANTY OR GUARANTEE SERVICES PROVIDED.

2. **Renewals**: The term for the Subscription Agreement shall commence on the date the Agreement is executed and will remain in effect for one (1) year. Following the initial year, the Agreement, unless either party notifies the other party (in writing at least forty-five (45) days prior to the expiration of the then current Agreement term) that it does not wish to renew the subscription licenses, (including those for any additional licenses added during the then current Agreement term) shall automatically renew at the rate set out in the subscription for an additional term of the same duration as the initial Agreement of one (1) year).
3. **Add-Ons**: If, during the term of the Agreement, any additional users are added to your subscription, the amount of your recurring charges shall increase above and beyond the sum set forth in the original Agreement.
4. **Termination by Customer for Convenience**: You may terminate this Agreement prior to its expiration for convenience provided you pay us, within thirty (30) days of the effective date of termination. Any fees or licenses owed are due upon termination.
5. **Effect of Termination**: Termination of the Agreement will result in termination of the subscription. Upon termination of the Agreement, you shall cease all use of the applicable subscription services. Except as required by law, we will promptly, and in any event in no less than ninety (90) days, delete (i.e. putting beyond practicable use) Customer Data and Use Records. We may retain billing records (and breakdowns) for at least twelve (12) months following termination.
6. **Confidentiality**. Without the prior written consent of the other, neither ReadyToGoCRM.com nor Customer shall make any disclosure whatsoever of the terms of the Agreement, except that each may make such disclosure to their respective attorneys, accountants and current employees and business associates to the extent the same have a need to know. In addition, either party may make such disclosure as may be required by law, subpoena or other legal process, or government rule or regulation. ReadyToGoCRM.com acknowledges and agrees that pursuant to this Agreement, it may have access to confidential information of Customer, including without limitation, information and material concerning or pertaining to Customer's business, methods, plans, and/or projects, that such information is confidential and proprietary to Customer, and that ReadyToGoCRM.com shall not use, copy, or disclose Customer's confidential information in whole or in part in any manner or to any person, firm, or corporation unless and to the extent such use, copying, or disclosure is necessary to accomplish its services and had been authorized in advance in writing by Customer. ReadyToGoCRM.com will receive and hold the Customer's confidential information in the strictest confidence and acknowledges, represents and warrants that it will use reasonable efforts to protect the confidentiality of Customer's information.
7. **Relationship of the Parties**. ReadyToGoCRM.com' relationship with Customer is strictly that of an independent contractor and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Nothing contained in this Agreement shall be construed to place the parties in a relationship of partners or joint ventures and neither party shall have the right to obligate or bind the other in any manner.
8. **No Guarantee of Result**. Customer acknowledges that no guarantee of any particular result has been made. Except as provided in this Section, THE SERVICES ARE DELIVERED "AS IS," AND READYTOGOCRM.COM MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES AND EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT.

READYTOGOCRM.COM DOES NOT WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

9. **Limitation of Liability.** IN NO EVENT SHALL READYTOGOCRM.COM BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR OTHER PECUNIARY LOSS) WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) ARISING OUT OF OR RELATED TO THE SERVICES TO THE OTHER, EVEN IF THE OFFENDING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL READYTOGOCRM.COM'S LIABILITY EXCEED THE FEES PAID FOR THE SERVICES DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT.
10. **Indemnification.** Customer agrees to defend, indemnify, and hold harmless ReadyToGoCRM.com from and against any and all liabilities, claims, demands, damages, or costs (including attorney fees), made by or owed to third parties, other than subcontractors of ReadyToGoCRM.com, alleging that Customer's use of the Services other than as contemplated in this Agreement intentionally infringes or misappropriates the intellectual property rights of a third party or violates applicable law, provided that ReadyToGoCRM.com (a) promptly gives Customer written notice of any such claim, (b) gives Customer sole control of the defense and settlement of any such claim, and (c) provides to Customer all reasonable assistance.
11. **Disputes.** If any party resorts to an action to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses in addition to any other relief to which that party is entitled. The venue for any action brought relating to this Agreement shall be the Superior Court of California for the County of Los Angeles or the United States District Court for the Central District of California.
12. **Governing Law.** This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of California.
13. **Integration and Amendment.** This Agreement constitutes the entire understanding and agreement between the parties hereto. This Agreement supersedes any and all prior discussions, negotiations and agreements, if any, between the parties hereto with respect to the subject matter of this Agreement. This Agreement may be amended or terminated only if such amendment is set forth in writing and signed on behalf of Customer and ReadyToGoCRM.com.
14. **Severability.** The invalidity or illegality in whole or in part of any provision hereof shall not affect any other provision. Any such invalid or illegal provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

Pursuant to the digital acknowledgement found on <http://www.ReadyToGoCRM.com>, the parties hereto, through their representatives thereunto duly authorized, have entered into this Agreement as of the Effective Date.

