



TERMS OF USE AGREEMENT

This Terms of Use Agreement (this “**TOU**”) is made by and between **Spongecell LLC** (“**Spongecell**”) and the Customer identified on the applicable Purchase Order (as defined below) and is effective as of the date of the Purchase Order. The access to Spongecell software and services to which Customer subscribes, as indicated in such Purchase Order, shall collectively be referred to herein as the “**Spongecell Deliverables**.” This TOU, including the Purchase Order, any web site terms and conditions of use, and any additional addenda agreed to by the parties shall be the entire agreement (the “**Agreement**”) by and between the parties hereto (the “**Parties**”).

1. DEFINITIONS.

1.1 “**Confidential Information**” shall have the meaning set forth in Section 7.7 of this Agreement.

1.2 “**Customer Contact**” shall mean an individual to whom a Message (defined in Section 3.3) is sent as part of a Customer Program that was originally generated by Customer.

1.3 “**Customer Program**” shall be as described in the relevant Purchase Order.

1.4 “**Documentation**” means help documentation made available online to Customer by Spongecell at www.spongecell.com that describes the operation and functionality of Spongecell Promote.

1.5 “**Purchase Order**” shall mean the purchase order executed by the Parties to which these Terms of Use apply.

1.6 “**Spongecell Contact**” shall mean an individual to whom a message is sent as part of a Customer Program that was originally generated or provided by Spongecell, including registered users of Spongecell Promote. Customer Contacts and Spongecell Contacts shall be collectively referred to as “**Contacts**.”

1.7 “**Spongecell Promote™**” shall mean Spongecell’s proprietary product and service used to promote events and provide communication tools for promoters and consumers through the use of a Spongecell-hosted Web Service including any and all enhancements, new releases, fixes, patches or other derivations made generally available to clients of Spongecell.

1.8 “**Web Service**” shall mean a software system designed to support application-to-application interaction over a network, whose public interfaces are defined and described by WSDL (Web Services Description).

Additional defined terms detailing services requested in a Purchase Order are provided in Exhibit A hereto.

2. LICENSES.

2.1 **Spongecell Promote License Grant.** As part of a subscription for Spongecell Promote and subject to the terms and conditions of the Agreement, Spongecell hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and utilize Spongecell Promote over the internet as part of the Customer Program and as described in the Purchase Order.

2.2 **Documentation.** Subject to the terms and conditions of the Agreement, Spongecell hereby grants to Customer a non-exclusive, non-transferable license to print, copy, and display internally the Documentation in connection with the Customer Program.

2.3 **Limitations.** Customer shall not (i) make copies of, or use or permit the use of, any portion of Spongecell Promote or the Documentation except as authorized by this Agreement or a Purchase Order; (ii) except as otherwise provided herein, sublicense any of its rights in Spongecell Promote or the Documentation to any third party without the prior written consent of Spongecell; (iii) utilize or authorize any third party to utilize any portion of Spongecell Promote or the Documentation without the prior written consent of Spongecell; (iv) make any modifications to any portion of Spongecell Promote or the Documentation; (v) block or alter Spongecell Promote software in conflict with the rights granted to Spongecell under this Agreement, or (vi) use Spongecell Promote or the Documentation to create a derivative or similar work.

2.4 **Third Party Software.** Spongecell incorporates certain commercially available, off-the-shelf software, created by third parties (“**Third Party Software**”) in Spongecell Promote (e.g., javascript libraries such as Prototype and Dojo). Third Party Software is not licensed, warranted or supported by Spongecell and is subject only to the license terms and disclaimers (together, “**Third Party Terms**”) provided by the licensor of such Third Party Software. Notwithstanding any other provision of this Agreement, Customer’s use of each item of Third Party Software is governed solely by its applicable

Third Party Terms. A list of Third Party Software and Third Party Terms will be provided by Spongecell to Customer at their request.

3. PURCHASE ORDERS AND PRICING.

3.1 Purchase Orders. Customer agrees to pay all amounts listed in a Purchase Order as indicated on the Purchase Order. If no terms for payment are stated in a Purchase Order or in this Section, Customer shall pay all amounts within thirty (30) days of receiving an invoice by Spongecell for fees due.

3.2 Set-up and Licenses. Customer shall pay Spongecell the set-up and annual subscription fees contained in a Purchase Order (the "**Annual Subscription Fee**"). Such fees are due for the entire first year on the date Spongecell provides Customer with a logon for Spongecell Promote and shall be paid within thirty (30) days thereafter unless a sooner date is stated in the Purchase Order. Unless this Agreement is terminated as provided for herein, or superseded by a subsequent Purchase Order, after the initial year, Customer's subscription to Spongecell Promote shall automatically renew as provided for below and Spongecell shall bill Customer for each successive annual subscription at the then applicable rates for such subscription (the "**Renewal Subscription Fees**"). Such Renewal Subscription Fees shall be invoiced to customer at least thirty days prior to the end of Customers exiting subscription period and all such fees shall be paid to Spongecell prior to the commencement of the renewal period.

3.3 Messaging Credits and Fees. In connection with the Customer Program, a Customer, may cause Spongecell Promote to send email or SMS messages (each a "**Message**" or "**Messages**") to Contacts. At Customer's request, Spongecell will provide Customer with message credits ("**Credits**") to send Messages through Spongecell Promote. Customer shall pay to Spongecell message fees (the "**Message Fees**") as indicated on a Purchase Order, on an invoice delivered to Customer, or billed directly to Customer as agreed to by the Parties (the "**Credit Order**"). Spongecell may require payment up front for certain Credit Orders. The number of Credits required for Messages to Customer Contacts and Spongecell Contacts, and the purchase price of Credits shall be as stated in the Credit Order. Spongecell will track all Messages sent. No Credits shall be required for Messages sent by Customers' users to their own email, calendars, or cell phone accounts, or forwards from one of Customer's users to another third party, provided that such Messages are being sent to a U.S. domain or U.S. cell phone account. Unless otherwise stated in a Credit Order, all Message Fees are owed to Spongecell regardless of whether the Messages were actually sent by Customer.

3.4 Social Calendars. Upon request of Customer and as indicated on a Purchase Order, Spongecell shall permit Customer to provide their users with the ability to create their own personalized Spongecell calendar (a "**Social Calendar**").

The cost to purchase sets of Social Calendars shall be as described on the Purchase Order and shall be payable as stated therein, or if silent within thirty (30) days of Customer's receipt of an invoice from Spongecell with respect to such fees.

3.5 Ticketing. If elected by Customer, Spongecell shall provide Customer with ticketing integration ("**Ticketing Integration**") through Spongecell Promote. The cost for Ticketing Integration shall be as described on the Purchase Order and shall be payable as stated therein, or if silent within thirty (30) days of Customer's receipt of an invoice from Spongecell with respect to such fees.

3.6 Customer Controlled Ads. Customer may elect to enable the Customer Controlled Ads feature of Spongecell Promote for the fee contained in the Purchase Order. If enabled, Customer can use the ad serving service of their choice or can elect to not show any ads at all. If Customer does not purchase Customer Controlled Ads, Spongecell will have the right to serve its own targeted ads inside of customer event pages, and/or social calendars as the case may be, with the option of inserting events from within the Spongecell network.

3.7 Customer Branded Publishing Tool. Customer may elect to enable the Customer Branded Publishing Tool for the fee contained in the Purchase Order. If enabled, Customer can remove "Powered by Spongecell," which links to Spongecell.com, from each published calendar and/or replace with own branding. Otherwise, Spongecell reserves the right to place its own branding within publishable calendars.

3.8 Refund Policy. Unless otherwise agreed to by the Parties or if this Agreement is terminated by Spongecell Without Cause (as defined below), there shall be no refunds for: (i) set-up fees; (ii) Annual Subscription Fees; (iii) purchased but unused Credits or sets of Social Calendars; (iv) Ticketing Integration Fees; or (v) any other fees owed pursuant to a Purchase Order or invoice.

4. ACCESS AND REPORTS.

4.1 Spongecell Promote Access. Upon execution of a license for Spongecell Promote, Spongecell will deliver logons and passwords for Spongecell Promote users and the Documentation to Customer via email or such other form reasonably acceptable to Spongecell and Customer.

4.2 Customer Logons and Controls. Upon execution of a Purchase Order for Spongecell Promote, Spongecell shall provide Customer with logons as requested by Customer ("**Customer Logons**") for each of its users (the "**Registered Users**"). Customer shall use its best efforts to enforce the terms of this Agreement with all Registered Users and shall be responsible and liable for any use or misuse of Spongecell Promote, or any breach of this Agreement, by any

Registered User or any third party user accessing Spongecell through a Customer Logon.

4.3 Reports. Spongecell will provide Customer with access to Spongecell related activity for the Customer Program through Spongecell Promote's administration module as provided in the Purchase Order.

5. CUSTOMER SUPPORT AND SUPPORT SERVICES. During the Term of this Agreement, Spongecell will provide customer service to Customer via telephone, facsimile and email on terms described in a Purchase Order.

6. TERM AND TERMINATION.

6.1 Term. These Terms of Use shall apply for all Purchase Orders and use of Spongecell Promote and shall remain in effect until terminated by a Party (the "**Term**"). The annual subscription for Spongecell Promote shall automatically renew for successive one year periods at the then current subscription rates for Spongecell Promote unless Customer provides Spongecell with written notice of its election not to renew such subscription at least thirty (30) days prior to the expiration of Customer's current subscription term.

6.2 Termination. Both Parties shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement as follows:

6.2.1 At any time upon notice to the other party provided that all amounts owed or applicable refunds are paid as provided for herein; or

6.2.2 The Term shall automatically expire if (i) the other party seeks appointment of a receiver, trustee or custodian for all or a substantial portion of its assets, or the other party admits in writing its inability to pay its debts as they become due or makes a general assignment for the benefit of creditors; or (ii) a proceeding is commenced by or against the other party seeking to have an order for relief entered on its behalf or against it as debtor or to adjudicate it bankrupt or insolvent, or seeking reorganization, liquidation or dissolution of it or its debts under bankruptcy or similar laws, and such proceeding is not dismissed within thirty (30) days or results in the entry of an order for relief against it which is not fully stayed within seven (7) days after entry thereof. Such a termination shall be effective immediately proceeding such event described above.

6.3 Rights of Customer Upon Termination / Refunds. In the event Spongecell terminates this Agreement Without Cause, Customer shall be entitled to a refund within thirty (30) days of such termination of the following: (i) a prorated portion of the current term's Annual Subscription Fees based on actual use prior to such termination; (ii) fees paid for unused Credits or sets of Social Calendars; and (iii) a prorated

portion of Ticketing Integration fees based on actual usage. A termination "Without Cause" means a termination by Spongecell where there has not been a breach of this Agreement by Customer and all of Customer's use of Spongecell Promote has been in accordance with this Agreement and Spongecell's use and corporate policies.

6.4 Rights of Spongecell Upon Termination. In the event Spongecell terminates this Agreement and such termination is not a termination Without Cause and not related to a breach by Spongecell that remains uncured for seven (7) days, all unpaid fees stated on an Purchase Order (whether or not invoiced to Customer) shall become immediately due and payable.

6.5 Return of Customer Data and Confidential Information. Upon termination or expiration of this Agreement for any reason, (i) Customer shall get immediate access to all Customer Data (defined below) and shall provide Spongecell with reasonable instructions for the orderly return and/or deletion of such Customer Data, (ii) the rights and licenses granted to Customer hereunder shall automatically terminate; (iii) each party shall return or destroy, at the other party's option, all Confidential Information of such requesting party; and (iv) Customer shall destroy all copies of Spongecell Promote or the Documentation, including any updates, copies, derivative works, modifications and improvements thereto. In the event the party requests the destruction of the foregoing shall receive a written certification from the other party confirming the destruction of all Confidential Information.

7. OWNERSHIP.

7.1 Ownership by Spongecell. Spongecell retains all right, title and interest, including all copyright, patent, trade secret, trademark, and any other intellectual property rights, in and to Spongecell Promote and the Documentation, including all updates, new releases, derivative works and modifications thereto made by or on behalf of Spongecell. Customer shall gain no right, title or interest in Spongecell Promote or the Documentation by virtue of the Agreement, other than the non-exclusive licenses granted hereunder.

7.2 Ownership by Customer. Customer retains all right, title and interest, including all copyright, patent, trade secret, trademark, and any other intellectual property rights, in and to the Customer Data and Customer's Confidential Information.

7.3 Spongecell Trademarks. Customer shall have the right but not the obligation, in its sole discretion, to display the Spongecell trademarks as may be provided at Customer's request by Spongecell's marketing department in connection with the Customer Program ("**Spongecell Trademarks**"). Subject to the terms and conditions of the Agreement, Spongecell hereby grants to Customer a non-exclusive, non-

transferable, non-sublicenseable, revocable license to use the Spongecell Trademarks, while using Spongecell Promote for calendar promotions and Messages, and in marketing activities as described in Section 13.1, provided such use is in accordance with Spongecell's trademark use and style guidelines. Spongecell shall retain the right to use the Spongecell Trademarks and to license their use to any other designee. Spongecell may modify or update its Spongecell Trademarks from time to time. Customer shall implement and use the updates to the Spongecell Trademarks within a reasonable time after receipt of a copy of the updated mark from Spongecell. Customer acknowledges Spongecell's exclusive right, title and interest in and to the Spongecell Trademarks and any registration that may issue or may have issued thereon. Customer shall display an appropriate ownership notice in connection with the Spongecell Trademarks as directed by Spongecell, and Customer shall not in any manner represent that it has any ownership in the Spongecell Trademarks or registrations thereof. Customer and Spongecell agree that Customer's use of the Spongecell Trademarks shall inure to the benefit of Spongecell.

7.4 Customer Trademarks. Subject to the terms and conditions of this Agreement, Customer hereby grants to Spongecell a non-exclusive, non-transferable, non-sublicenseable, freely revocable license to use one or more trademarks designated by Customer (the "**Customer Trademarks**") in marketing activities as described in Section 13.1 provided that Customer has pre-approved in writing Spongecell's use and placement of Customer's Trademarks. Customer shall retain the right to use the Customer Trademarks and to license their use to any other designee. Customer may modify or update its Customer Trademarks from time to time. Spongecell shall implement and use the updates to the Customer Trademarks within a reasonable time after receipt of a copy of the updated mark from Customer. Spongecell acknowledges Customer's exclusive right, title and interest in and to the Customer Trademarks and any registration that may issue or may have issued thereon. Spongecell shall display an appropriate ownership notice in connection with the Customer Trademarks as directed by Customer, and Spongecell shall not in any manner represent that it has any ownership in the Customer Trademarks or registrations thereof. Customer and Spongecell agree that Spongecell's use of the Customer Trademarks shall inure to the benefit of Customer.

7.5 Feedback. Customer agrees that any feedback or ideas it or any of its employees or contractors provides to Spongecell regarding Spongecell Promote or any suggested improvements thereto (together, the "**Feedback**") will be the exclusive property of Spongecell. To the extent Customer owns any rights in the Feedback, Customer agrees to assign, and hereby does assign, to Spongecell all right, title and interest in and to the Feedback. Customer agrees to perform all acts reasonably requested by Spongecell to perfect and enforce such

rights. Spongecell will reimburse Customer for direct out of pocket costs incurred in complying with its requests.

7.6 Spongecell Acquired Information. Customer acknowledges that Spongecell may receive information from Message recipients that use the Spongecell platform according to the terms of its Privacy Policy in effect at that time ("**Spongecell Acquired Information**"). Spongecell retains all right, title and interest to the Spongecell Acquired Information.

7.7 Customer Data. In connection with using Spongecell Promote, Customer may elect to upload its proprietary data relating to Customer Contacts ("**Customer Data**") in accordance with Spongecell's secure upload process ("**Secure Upload**"). All Customer Data provided through Secure Upload shall at all times be owned by Customer, treated by Spongecell as Customer's Confidential Information, and shall be returned to Customer within a reasonable time after its request. At any time, Customer may retrieve any data or information originally provided by Customer and used with Spongecell Promote.

8. CONFIDENTIAL INFORMATION.

8.1 Definition. "**Confidential Information**" means information that a Party maintains as confidential and that is designated as such by such Party. Confidential Information disclosed in tangible form will be labeled as such at the time of disclosure. Confidential Information disclosed in any other manner will be designated as such immediately prior to disclosure. Notwithstanding the foregoing, the Spongecell Promote technology and Documentation will be deemed Spongecell Confidential Information, whether or not so marked or designated.

8.2 Exceptions to Definition. Confidential Information does not include information that: (i) is or becomes available to the public other than through breach of the Agreement by the receiving party; (ii) is lawfully obtained by, or disclosed by a third party to, the receiving party without restriction on disclosure; (iii) is independently developed by the receiving party; or (iv) is disclosed by the disclosing party to a third party without an obligation of confidentiality.

8.3 Restrictions. For three (3) years from the date of disclosure (or, for Confidential Information relating to the Spongecell Promote Technology or Documentation, ten (10) years), a party may disclose the other party's Confidential Information only with the disclosing party's prior written consent, or to the receiving party's employees who have a need to know and who have been advised of the provisions of this Section (Confidential Information). Notwithstanding the foregoing, a party may disclose information required to comply with a subpoena or court order, provided it first informs the disclosing party of the subpoena or order so that the disclosing

party may seek confidential treatment for the Confidential Information.

8.4 Information of Third Parties. Neither party may communicate or otherwise disclose to the other and confidential information of a third party without the third party's prior written consent.

9. CUSTOMER COVENANTS ON PERMISSIONS.

Customer represents that all Message recipients have, prior to sending any Message to them using Spongecell Promote, granted permission to Customer (either directly or through their client of a Customer Program) to receive promotional messages in accordance with all applicable laws and industry guidelines and rules. Customer hereby fully indemnifies Spongecell from and against any claim or damages resulting from the failure of Customer to secure such permission. Spongecell reserves the right, in its sole discretion, to institute double opt-in controls for Customer's use hereunder.

10. WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE SPONGECCELL CONFIDENTIAL INFORMATION, THE SPONGECCELL TRADEMARKS, THE CUSTOMER TRADEMARKS SPONGECCELL PROMOTE, AND THE DOCUMENTATION, INCLUDING THE DATA CONTAINED THEREIN, ARE LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. Spongecell does not warrant that Spongecell Promote or the Documentation will meet Customer's requirements or that operation will be uninterrupted or error free.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL SPONGECCELL OR CUSTOMER BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF ANTICIPATED PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA OR INFORMATION, OR OTHER PECUNIARY LOSS SUFFERED BY IT ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SPONGECCELL DELIVERABLES, THE SPONGECCELL TRADEMARKS OR SPONGECCELL'S CONFIDENTIAL INFORMATION, EVEN IF SPONGECCELL OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. ALL DAMAGES RESULTING FROM A BREACH BY CUSTOMER OF SECTION 9 (CUSTOMER COVENANTS ON PERMISSIONS) ARE ACKNOWLEDGED BY BOTH PARTIES AS DIRECT DAMAGES AND SHALL NOT BE

DEEMED TO BE INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES. IN NO EVENT SHALL SPONGECCELL'S TOTAL LIABILITY OF ANY KIND, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, EXCEED THE TOTAL AMOUNT PAID TO SPONGECCELL UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

12. INJUNCTIVE RELIEF. The parties acknowledge that Spongecell Promote, the Documentation, the Spongecell Trademarks, the Customer Trademarks and each party's Confidential Information are unique property, and the unauthorized use thereof will cause the injured party irreparable harm that may not be adequately compensated by monetary damages. Accordingly, the parties agree that the injured party will, in addition to other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of this Agreement, including to prevent any actual or threatened unauthorized use or sublicensing of each party's Confidential Information, the Spongecell Trademarks, the Customer Trademarks, Spongecell Promote, the Documentation, or any information or data contained therein.

13. MISCELLANEOUS.

13.1 Marketing and Press Releases. Each party grants to the other a freely revocable license to use the other's name and a designated trademark in their respective marketing efforts, sales presentations, press releases and statements to the media; however, each party will seek the prior, written consent and approval for any such use and provide to the other party prior written notice and review of any such marketing, sales and/or public relations materials. Once approval has been granted, should either party later instruct the other party to cease all use of its name or trademark in the marketing material at issue, the other party will comply immediately.

13.2 Relationship of the Parties. Neither party hereto will be deemed the agent or legal representative of the other for any purpose whatsoever and each party will act as an independent contractor with regard to the other in its performance under this Agreement. Nothing herein will authorize either party to create any obligation or responsibility whatsoever, express or implied, on behalf of the other or to bind the other in any manner, or to make any representation, commitment or warranty on behalf of the other.

13.3 Notices. Any notice required to be given by either party under this Agreement shall be in writing and shall be personally delivered, sent via facsimile with a follow-up copy delivered via U.S. mail, or sent via certified mail, return receipt requested, to the other party at the address set forth on the Purchase Order, or such new address as may from time to time be designated in writing by a party hereto. Notices shall be

deemed effective upon receipt, or if delivery is not effected by reason of some fault of the addressee, when tendered.

13.4 Governing Law and Venue. Any claim arising under this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles. Each party hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco County, California for all disputes and litigation arising under or relating to this Agreement.

13.5 Assignment. Customer shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Spongecell. Spongecell may freely assign or transfer any of its rights or obligations arising under the Agreement provided such assignee can support Spongecell's obligations under such Agreement. Any prohibited assignment will be null and void. Subject to the foregoing, the terms and conditions of this Agreement shall bind and inure to the parties' successors and assigns.

13.6 Entire Agreement and Conflicts. These Terms of Use together with executed Purchase Orders, and any subsequent agreements entered into by the Parties, constitute the entire agreement between Spongecell and Customer regarding the subject matter contained herein. All prior or

contemporaneous agreements and negotiations, either written or verbal, are superseded by this Agreement. The terms of a Purchase Order shall control in the event of a conflict with these Terms of Use.

13.7 Amendment and Waiver. No waiver of any breach or default shall constitute a waiver of any subsequent breach or default. Spongecell may amend these Terms of Use from time to time at its sole discretion provided it notifies Customer of any material change in pricing in advance of instituting such change..

13.8 Severability. If any term, provision or covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect.

13.9 Survival. The provisions of Sections 1, 2, 3, 6.3, 7.1, 7.7, 9, 10, 11, 12, and 13 shall survive any termination of this TOU or corresponding Purchase Order.

13.10 Signatures. The parties agree that the transmission of a party's signature on the Purchase Order via facsimile shall be sufficient to bind such party to the terms and conditions of the Agreement.

SCHEDULE A

Defined Terms from Purchase Orders

All items listed in a Purchase Order are qualified by the following descriptions, meanings, and limitations:

Order	Definition
"Subscription for Spongecell Promote" means:	*One (1) annual subscription and any annual renewal subscriptions thereafter *Hosted Software as a Service management platform *Free automatic product enhancements as made publicly available
"Administration including unlimited user accounts and heriarchical permissions" means	If accepted, Customer gets the ability to share messaging and reports across unlimited multiple accounts. Customer also has a more extensive dashboard with additional data points and reporting configurations. If not accepted, Customer gets one account to administer all aspects of Spongecell Promote and has more limited access to the dashboard.
"Customer Controlled Ads" means	If accepted, Customer can use any ad serving service of their choice. Client can also use this premium feature to not show any ads at all. If not accepted, Spongecell has the right to serve its own targeted ads inside of customer event pages with the option of including inserting events from within the Spongecell network.
"Customer Branded Publishing Tools (ie Calendars)" means	If accepted, Customer can remove "Powered by Spongecell", which links to Spongecell.com, from each published calendar and/or replace with own branding. If not accepted, Spongecell has the right to place its own branding within publishable calendars.
"Advanced API Access" means	If accepted, Customer is granted access to advanced API documentation including permissioning, messaging, and contacts. If not accepted, Customer can access publicly available API documentation at www.spongecell.com/api .
"Access to Flash Publishing Code" means	If accepted, Customer receives the latest production version of the Flash code. Customer can utilize this code to explicitly customize their Spongecell implementation. Spongecell is not liable for updates it makes to the code.
"Customer Support" means	Access to phone based customer support including advanced customer support tracking software during business hours M-F 9am EST to 8pm EST at prices listed in a Purchase Order or the Terms of Use. Email support included at no cost.
"Customer controls opt-in" means	Customer can ensure all users captured through Spongecell Promote are not being prompted by Spongecell to opt in to the Spongecell network by removing the additional Spongecell opt-in message.
"Rich Reporting" means	Customer can access deep levels of rich reporting including the ability to export their reporting data. Otherwise, customer has access to a limited set of reporting data.
"Messaging" means	Access to email and SMS blasting engines through Spongecell Promote.
"Email messaging credits" means	Email messaging credits are required to send emails from Spongecell Promote. Email messaging credits reflect a one-time purchase. As credits are used they are deducted from the account. Credits "roll over" and never expire.
"SMS messaging credits" means	SMS messaging credits are required to send SMS from Spongecell Promote. SMS messaging credits reflect a one-time purchase. As credits are used they are deducted from the account. Credits "roll over" and never expire.
"Custom email domain" means:	If accepted, Spongecell will configure Customer's email domain to allow all messages blasted from Spongecell Promote to be delivered through a Customer designated sub-domain. If not accepted, all messages from Spongecell Promote come from the Spongecell domain.

"Vanity SMS shortcode" means	If accepted, Customer can send messages through Spongecell Promote and recipients will receive it through a Customer designated shortcode. If not accepted, all messages will come from the Spongecell shortcode.
"Single Opt-In" means	Customer can ensure all users captured through Spongecell Promote are not being prompted by Spongecell to opt in to the Spongecell network by removing the additional Spongecell opt-in message.
"Message Filtering" means	If accepted, Customer will have access to advanced message filtering allowing a customer to segment its intended audience by varying interest level. If not accepted, Customer can not filter its contacts when sending targeted messaging.
"Social Calendars" means:	Customer can provide individual social calendars for users of the Customer community to create and publish from within their own profile pages.
"Customer Social Calendar Controlled Ads" means:	If accepted, Customer can use any ad serving service of their choice to serve ads across all calendars being used by members of their social network or can use to not show any ads at all. If not accepted, Spongecell has the right to serve its own targeted ads inside of all customer social calendars event pages with the option of including inserting events from within the Spongecell network.
"Customer Social Calendar Branded Publishing Tools (ie Calendars)" means:	If accepted, Customer can remove "Powered by Spongecell", which links to Spongecell.com, from each published calendar and/or replace with own branding. If not accepted, Spongecell has the right to place its own branding within publishable calendars.
"Full service ticketing integration" means:	If accepted, Customer can sell tickets to events through Spongecell Promote. If not accepted, customer can link to external ticket selling pages on other web sites.
"Professional Set Up" means:	Professional set up includes initial set up and any customizations to the Spongecell platform agreed to by the Parties.