



TeleRay Terms and Conditions

Software as a Service (SaaS) Agreement

THIS SOFTWARE AS A SERVICE AGREEMENT (*AGREEMENT*) GOVERNS YOUR ACQUISITION AND USE OF OUR SAAS SERVICES.

IN ACCEPTING THIS AGREEMENT, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are a direct competitor, except with Our prior written consent. In addition You may not access the Services for purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and TeleRay as of the date You accept this Agreement.

1 Definitions

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purposes of this definition, means direct or indirect ownership of control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful of malicious code, files, scripts, agents or programs.

"Non TeleRay Applications" means online applications and offline software products that are provided by entities or individuals other than US and are clearly identified as such, and that interoperate with the Services.

"Order Form" means the documents for placing orders hereunder that are entered into between You and TeleRay or any of Our Affiliates from time to time, including addenda and supplements

thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound to the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

“Purchased Services” means Services that You or Your Affiliates purchase under an Order Form.

“Services” means the products and services that are ordered by You under an Order Form and made available by TeleRay online via the customer login link or other web pages designated by TeleRay.

“User Guide” means the user guide for the Services, accessible via our products, as updated from time to time.

“Users” means individuals who are authorized by You to use the Service, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with whom You transact business.

“We”, “Us”, or “Our” means TeleRay as the company described in Section 12 (Contracting Party, Notices, Governing Law and Jurisdiction).

“You” and “Your” means the company or other legal entity for which you are accepting this Agreement and Affiliates of that company or entity.

“Your Data” means all electronic data or information submitted by You to the Purchased Services.

2 PURCHASED SERVICES

2.1 Provision of Purchased Services

We shall make the Purchased Services available to you pursuant to this Agreement and the relevant Order Forms during the subscription term. You agree that your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding functionality or features.

2.2 User Subscriptions

Unless otherwise specified in the applicable Order Form: (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users; (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added; and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User

but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services. (iii) A user subscription may be limited to single transactions that accumulate over a given period of a day, week, month, or year.

3 USE OF THE SERVICES

3.1 Our Responsibilities

We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately; (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice) and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 6:00 a.m. Monday USA time); or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks; and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations. Additional services for set-up, customization, added features, etc., will be billed accordingly from \$120-\$180 per hour.

3.2 Our Protection of Your Data

We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not: (a) modify Your Data; (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You; or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters. The benefit of Our encryption, protection features, compression or any other technology that advances the security or efficiency of Our system is not considered modification.

3.3 Your Responsibilities

You shall: (i) be responsible for Users' compliance with this Agreement; (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use; and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not: (a) make the Services available to anyone other than Users; (b) sell, resell, rent or lease the Services; (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use the Services to store or transmit Malicious Code; (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; or (f) attempt to gain

unauthorized access to the Services or their related systems or networks. (g) attempt to use software to transmit any documents, images, recordings, etc., that could be construed as terrorist intelligence.

3.4 Usage Limitations

Services may be subject to other limitations, such as, for example, limits on disk storage space or the number of calls You are permitted to make to our support help- desk.

4 NON-TELERAY PROVIDERS

4.1 Acquisition of Non-TeleRay Products and Services

We or third parties may from time to time make available to You third-party products or services, including but not limited to Non-TeleRay Applications and implementation, customization and other consulting services. Any acquisition by You of such non-TeleRay products or services, and any exchange of data between You and any non-TeleRay provider, is solely between You and the applicable non-TeleRay provider. We do not warrant or support non-TeleRay products or services, whether or not they are designated by Us as 'certified' or otherwise, except as specified. Subject to Section 4.3 (Integration with Non- TeleRay Services) no purchase of non-TeleRay products or services is required to use the Services except a supported computer, operating system, web browser and Internet connection.

4.2 Non-TeleRay Applications and Your Data

If You install or enable Non-TeleRay Applications for use with Services, You acknowledge that We may allow providers of those Non-TeleRay Applications to access Your Data as required for the interoperation of such Non-TeleRay Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your data resulting from any such access by Non-TeleRay Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Non-TeleRay Applications for use with the Services.

4.3 Integration with Non-TeleRay Services

The Services may contain features designed to interoperate with Non-TeleRay Applications. To use such features, You may be required to obtain access to such Non-TeleRay Applications from their providers. If the provider of any such Non-TeleRay Application ceases to make the Non-TeleRay Application available for interoperation with the corresponding Service features on reasonable terms, We may cease providing such Service features without entitling You to any refund, credit, or other compensation.

5 FEES AND PAYMENT FOR PURCHASED SERVICES

5.1 Fees

You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form: (i) fees are based on services purchased and not necessarily actual usage; (ii) payment obligations are non-cancellable and fees paid are non-refundable; and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on single use, daily, weekly, or monthly periods that begin on the subscription start date and each monthly anniversary thereof; fees for User subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

5.2 Invoicing and Payment

You will provide Us with valid and updated payment information for example credit card information, or with a valid purchase order or alternative document reasonably acceptable to us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 11.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You accordingly and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3 Overdue Charges

If any charges are not received from You by the due date, then at Our discretion: (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid; and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4 Suspension of Service and Acceleration

If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 12.2 (manner of Giving Notice), before suspending services to You.

5.5 Payment Disputes

We shall not exercise Our rights under Section 5.3 (Overdue Charges) or 6.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.6 Taxes

Unless otherwise stated, fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, 'Taxes'). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6 PROPRIETARY RIGHTS

6.1 Reservation of Rights in Service

Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2 Restrictions

You shall not: (i) permit any third party to access the Services except as permitted herein or in an Order Form; (ii) create derivative works based on the Services except as authorized herein; (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes; (iv) reverse engineer the Services; or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3 Your Data

Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.4 Suggestions and Enhancements

We shall have a royalty-free, world-wide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services with no rights of intellectual property considered for such suggestions and enhancements by You.

7 CONFIDENTIALITY

7.1 Definition of Confidential Information

As used herein, 'Confidential Information' means all confidential information disclosed by a party ('Disclosing Party') to the other party ('Receiving Party'), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

7.2 Protection of Confidential Information

The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care): (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3 Data Ownership: Confidentiality, Loss, HIPAA

All data created or transmitted by TeleRay client and stored on TeleRay servers as part of the Services shall at all times be owned by TeleRay client.

All data pertaining to TeleRay client disclosed to TeleRay in connection with the performance of this Agreement and residing on TeleRay's application server will be held as confidential by

TeleRay and will not, without the prior written consent of TeleRay client, be disclosed or be used for any purposes other than the performance of this Agreement. TeleRay will safeguard the confidentiality of such data using the same standard of care that TeleRay uses for its own confidential materials. This obligation does not apply to data that: (i) is or becomes, through no act or failure to act on the part of TeleRay, generally known or available; (ii) is known by TeleRay at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to TeleRay by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by TeleRay as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by TeleRay client. (vi) Data for medical research applications. Further notwithstanding the forgoing, disclosure of data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

TeleRay client acknowledges that the Software and other data on TeleRay's application server embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to TeleRay. TeleRay client will safeguard the right to access the Software and other applications installed on TeleRay's application server using the same standard of care that TeleRay's client uses for its own confidential materials.

TeleRay will perform a regular backup of data on its application servers, using the same standard of care that TeleRay uses for its own data, but TeleRay shall in no event be liable to TeleRay client or any third party for loss, destruction or corruption of TeleRay client's data. TeleRay client agrees and acknowledges that it is in a better position to foresee and evaluate any potential damage or loss it may suffer in connection with loss of its data and that the fees payable under this Agreement have been calculated on the basis that TeleRay shall exclude liability as provided in this Section.

For purposes of complying with the requirements of the Health Insurance Portability and Accountability Act commonly referred to as "HIPAA," TeleRay and TeleRay client agree to be bound by each of the terms and provisions of the Business Associate Agreement attached hereto as Appendix A and incorporated herein by this reference with respect to the treatment of "Protected Health Information" as defined in the Business Associate Agreement, and if any provision hereof is potentially or actually in conflict with the provisions of the Business Associate Agreement with respect to the treatment of Protected Health Information, the terms of the Business Associate Agreement shall prevail.

7.4 Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the disclosing Party wishes to contest the disclosure. If the Receiving

Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8 WARRANTIES AND DISCLAIMERS

8.1 Our Warranties

We warrant that: (i) We have validly entered into this Agreement and have the legal power to do so; (ii) the Services shall perform materially in accordance with the User Guide; (iii) subject to Section 4.3 (Integration with Non-TeleRay Services), the functionality of the Services will not be materially decreased during a subscription term; and (iv) We will not transmit Malicious Code to You; provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination) below.

8.2 Your Warranties

You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3 Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9 MUTUAL INDEMNIFICATION

9.1 Indemnification by Us

We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a 'Claim Against You'), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You: (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if

We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You: (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under 'Our Warranties' above; (ii) obtain a license for Your continued use of the Services in accordance with this Agreement; or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You an prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

9.2 Indemnification by You

You shall defend Us again any claim, demand, suit of proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a 'Claim Against Us'), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We: (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

9.3 Exclusive Remedy

This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

10 LIMITATION OF LIABILITY

10.1 Limitation of Liability

NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$1,000,000 OR THE AMOUNT PAID BY YOU HER UNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

10.2 Exclusion of Consequential and Related Damages IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11 TERM AND TERMINATION

11.1 Term of Agreement

This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

11.2 Term of Purchased User Subscriptions

User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

11.3 Termination for Cause

A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4 Refund or Payment upon Termination

Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

11.5 Return of Your Data

Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

11.6 Surviving Provisions

The following sections shall survive any termination or expiration of this Agreement: Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.5 (Return of Your Data), 12 (Contracting Party, Notices, Governing Law and Jurisdiction) and 13 (General Provisions).

12 CONTRACTING PARTY, NOTICES, GOVERNING LAW AND JURISDICTION

12.1 General

You are contracting under this Agreement with: TeleRay 1300 South Grove Avenue Suite 200 Barrington, IL 60010 USA to whom You should direct notices to under this Agreement; the law applicable to any lawsuit arising out of or in connection with this Agreement shall be the law of Cook County, Illinois, USA, and the US courts shall adjudicate any such lawsuit.

12.2 Manner of Giving Notice

Except as otherwise specified in the Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing –related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

12.3 Agreement to Governing Law and Jurisdiction

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

13 GENERAL PROVISIONS

13.1 Anti-Corruption

Each party shall neither offer or give, nor request or accept, any gift or consideration or financial or other advantage of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to this Agreement or any other contract between the parties or for showing or refraining from showing favor or disfavor to any person in relation to any such contract; and each party warrants to the other that it has not either paid or agreed to pay, or requested, agreed to receive or accepted, any commission, gift, consideration or financial or other advantage of any kind to or from anybody or person in connection with this Agreement or any other contract between the parties or to or from any other body or person employed by or on behalf of either party.

13.2 Relationship of the Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.3 No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

13.4 Waiver

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

13.5 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.7 Legal costs

You shall pay on demand all of Our reasonable solicitors or attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

13.6 Assignment

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets

not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.7 Entire Agreement

This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

For more information visit www.teleray.com

or contact us at info@teleray.com

Copyright © 2024 TeleRay