

# therapyBOSS Terms of Service

Effective January 30, 2023

These therapyBOSS Terms of Service (“Agreement”) are entered into by Pragma-IT, LLC (the “Company”) and the entity or person agreeing to these terms (“Customer”) and govern Customer’s access to and use of all services provided by the Company.

BY CREATING A THERAPYBOSS ACCOUNT OR BY VISITING OUR WEBSITES YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE AGREEING ON BEHALF OF CUSTOMER, THEN YOU REPRESENT AND WARRANT THAT (I) YOU HAVE FULL LEGAL AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT; (II) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; AND (III) YOU AGREE, ON BEHALF OF CUSTOMER, TO THIS AGREEMENT. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT ACCESS OUR WEBSITES OR USE OUR SOFTWARE.

## 1. PROVISION OF SERVICES

### 1.1 Services

The pragmat.com website and domain name, the therapyboss.com website and domain name, and any other linked pages, features or application services (including without limitation any mobile application services) offered from time to time by the Company in connection therewith are owned and operated by the Company. Subject to the terms and conditions of this Agreement, the Company may offer to provide services, as described more fully on the pragmat.com website, and that have been selected by you (collectively, the “Services”), solely for Customer’s own use, and not for the use or benefit of any third party.

## 1.2 Modifications

**(a) To the Agreement.** The Company reserves the right to make changes to this Agreement. The Company will post any changes on this page and, if the changes are significant, The Company will provide a more prominent notice by emailing Customer's Notification Email Address and/or adding an announcement to the appropriate therapyBOSS product website at least thirty (30) days before the effective date. If Customer does not agree to the revised Agreement, Customer may stop using the Services. Customer's continued use of the Services after such notification constitutes Customer's acceptance of the terms and conditions of this Agreement as modified.

**(b) To the Services.** The Company may make commercially reasonable updates to the Services from time to time. The Company is not obligated to inform Customer if the Company makes a material change to the Services that has a material impact on Customer's use of the Services.

**(c) Discontinuation of Services.** The Company will notify Customer at least thirty (30) days before discontinuing any Services (or associated material functionality) unless the Company replaces such discontinued service or functionality with a materially similar service or functionality. This includes modifications to Customer-facing API in a backwards-incompatible manner. Nothing in this Section 1.2(c) (Discontinuation of Services) limits the Company's ability to make changes required to comply with applicable law, address a material security risk, or avoid a substantial economic or material technical burden.

## 1.3 Policies

Customer understands that its use of the Services is also governed by [Privacy Policy](#) and [Business Associate Agreement](#), as they may be updated periodically.

## 1.4 Non-exclusive

Nothing in this Agreement shall prohibit the Company from providing the Services to any other Customer.

# 2. USE OF SERVICES

## 2.1 Company Obligations

**(a) Systems.** The Company shall use commercially reasonable efforts to maintain the infrastructure to provide the Services, including facilities, networking, hardware, software and other technology. Customer understands that the Company uses third-party vendors and hosting partners to provide the necessary technology required to operate the Services.

**(b) Access.** The Company shall use commercially reasonable efforts to provide Customer with access to the Services according to industry standards in a manner that protects information stored. Notwithstanding the foregoing, access to the Services shall not be available during periods including, but not limited to performance of maintenance, testing or any system problem.

**(c) Customer Support.** The Company shall use commercially reasonable efforts to provide technical support for the Services as described on the [support page](#) of the Company's website. The Company may access Customer's account and any information in it, without needing Customer's permission, in order to provide technical support and to troubleshoot problems with the Services.

**(d) Compliance with Law.** The Company shall at all times comply with applicable laws, rules and regulations relating to its obligations under this Agreement.

## 2.2 Limitations to Company's Obligations

**(a)** The Company is not responsible for the security of data residing on the equipment at Customer's facilities or any equipment owned or operated by Customer, Customer's employees or contractors.

**(b)** The Company shall have no liability for any failure or delay in performing its obligations hereunder to the extent such failure or delay is caused by the act or omissions of Customer, Customer's employees or contractors; or it results from actions taken by the Company using commercially reasonable efforts to avoid violating a law, rule or regulation of any governmental authority.

**(c)** The Company shall not be responsible for the quality or delivery of services provided by Customer, Customer's employees or contractors.

**(d)** The Company shall have no responsibility or liability for failure of the Services to perform in accordance with this Agreement if such failure is caused by equipment, maintenance issues, third-party software, or compatibility issues be they software or hardware in nature.

**(e)** The Company shall bear no responsibility for any problems incurred or caused by Customer's actions when using Clearinghouse services through Customer's own Clearinghouse account. Customer understands that the relationship with the Clearinghouse vendor in this case is Customer's own to maintain and that it is Customer's responsibility to comply with the Clearinghouse vendor's terms and conditions. At the Company's own discretion, the Company will make good faith efforts to provide assistance to Customer if possible.

## 2.3 Customer Obligations

**(a) Access by Employees and Contractors.** Customer will not make the Services available to anyone other than its employees and contractors solely to access the Services for the benefit of

Customer in compliance with the terms of this Agreement. Customer is responsible for the compliance with this Agreement by its employees and contractors.

**(b) Restrictions.** Customer may not (i) sell, resell, rent or lease the Services, use the Services beyond their intended purposes; (ii) use the Services to post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services; (iii) attempt to gain unauthorized access to the Services or its related systems or networks; (iv) use the Services to violate the security of any computer network, crack passwords or security encryption codes; (v) use the Services to store, post or transmit infringing, unsolicited marketing emails, libelous, or otherwise unlawful or tortious material (including material that may be considered threatening or obscene); (vi) run any processes that run or are activated while you are not logged on to the Services; (vii) interfere with or disrupt the the proper working of or place an unreasonable load on the Services' infrastructure; (viii) use manual or automated software, devices, or other processes to "crawl", "scrape," or "spider" any portion of the Services; (ix) decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services; (x) modify, copy the Services, or create derivative works based on the Services or any part, feature, function or user interface thereof; (xi) use the Services in violation of any law, including without limitation, HIPAA, Telephone Consumer Protection Act and any spam laws (for example, CAN SPAM); or (xiii) access the Services to build a competitive product or service.

Customer understands and agrees that the Company shall have the sole right to decide whether Customer is in violation of any of the restrictions set forth in this Section 2.3(b) (Restrictions), and shall have sole discretion regarding the course of action to take in connection therewith.

**(c) Accuracy of Information Provided by Customer.** Customer represents and warrants to the Company that information provided in Customer's account, by Customer or on its behalf, is true, correct and accurate. If Customer learns that any account information is not true, correct or accurate, Customer must promptly update it, if possible, to true, correct and accurate, or notify

the Company of this fact. The Company relies on Customer representations regarding the truth, accuracy and compliance with laws of information in Customer's account. THE COMPANY IS NOT LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY CUSTOMER'S FAILURE TO COMPLY WITH THIS PARAGRAPH, IRRESPECTIVE OF ANY ACT OR OMISSION ON THE PART OF THE COMPANY.

**(d) Accuracy of Customer's Contact Information.** Customer is responsible for keeping an updated email address ("Notification Email Address") under its account as facilitated by the Services. Customer understands that important notifications pertaining to Customer's account and use of the Services may not be delivered to Customer otherwise.

**(e) Account Security.** Customer is responsible for maintaining the security of login credentials. THE COMPANY IS NOT LIABLE FOR ANY LOSS OR DAMAGE FROM FAILURE TO COMPLY WITH THIS SECURITY OBLIGATION.

**(f) Content Responsibility.** Customer is responsible for all data, including information, images, documentation, and files entered, posted or uploaded by Customer to the Services.

**(g) Resolution of Technical Problems.** Customer agrees to provide reasonable assistance to the Company in identifying, isolating and resolving any problems that may arise in connection with the intended use of the Services.

**(h) Documentation.** The Company may provide documentation for Customer's use of the Services.

**(i) Compliance with Law.** Customer shall at all times comply with applicable laws, rules and regulations relating to Customer's obligations under this Agreement.

## 3. PAYMENT TERMS

### 3.1 Paid Services

Certain aspects of the Services may be provided for a fee. If Customer explicitly elects to use paid aspects of the Services, of which Customer will be made aware of when making such selections, Customer agrees to the pricing and payment terms as they may be updated from time to time by the Company. Customer shall pay all applicable fees, as described on the [pricing page](#) of the Company's website, or otherwise explicitly communicated to Customer, in connection with the Services chosen by Customer.

### 3.2 Single Free Trial

The Company may offer a free trial of its Paid Services to Customer. The nature and availability of a free trial will be stated on the [pricing page](#) of the Company's website and when Customer subscribes to Paid Services. A single free trial period per Customer and the entire organization of which Customer may be a part of is allowed. If signing up for Paid Services across multiple accounts, Customer is required to let the Company verifiably know so that the Company can ensure the free trial in additional accounts does not exceed the single free trial period allowed. If the Company determines that Customer exceeded the single free trial period allowed, the Company reserves the right to adjust Customer's Billing such as to recoup the fees that the Company would have billed for Paid Services during the period had these Services not been provided under free trial.

### 3.3 Billing

The Company issues an itemized, electronic invoice on the 5th of each month for Paid Services delivered to Customer during the month prior, adjusting for free trial if applicable. Customer will have access to its invoices inside Customer's account. Customer will pay all fees (in US dollars) as stated in the invoice. The Company will automatically bill Customer's payment method set up

in its account, making the first attempt to do so 24 hours after issuing the invoice. If unsuccessful, because there is no payment method set up or transaction is denied by the Company's payment processing vendor, two more automatic attempts will be made 48 hours apart. An email notification will be sent to Customer's Notification Email Address when the invoice is issued and for each payment attempt. US check payments are accepted provided they are made out precisely per Customer's invoice and are complete. Unless otherwise stated in Customer's invoice, charges are due upon receipt. If Customer's electronic payment is charged back or Customer's check is returned by the Company's bank unprocessed for any reason, the Company will add a processing charge of \$25.00 (twenty five) to Customer's next invoice.

### 3.4 Taxes

**(a)** Customer is responsible for any Taxes, and will pay the Company for the Services without any reduction for Taxes. If the Company is obligated to collect or pay any Taxes, the Taxes will be invoiced to Customer and Customer will pay such Taxes to the Company, unless Customer provides the Company with a timely and valid tax exemption certificate in respect of those Taxes.

**(b)** Customer will provide the Company with any applicable tax identification information that the Company may require under applicable law to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. Customer will be liable to pay (or reimburse the Company for) any taxes, interest, penalties, or fines arising out of any mis-declaration by Customer.

### 3.5 Payment Disputes and Refunds

Any payment disputes must be submitted within seven (7) days of the invoice issuance. Disputes submitted after may not be considered. If the Company determines that certain billing inaccuracies are attributable to the Company, the Company will not issue a corrected invoice,

but will instead apply to Customer's next invoice a credit equal to the incorrect amount, over multiple invoices if necessary, and Customer will be responsible for paying the resulting net balance due on those invoices. Customer will have the choice of requesting a refund check instead. Refunds (if any) are at the Company's discretion. Nothing in this Agreement obligates the Company to extend credit to any party. Further, the Company has the right to apply Customer's refund to satisfy Customer's unpaid invoices.

### 3.6 Fee Changes

The Company reserves the right to change its fees and to institute new fees at any time. The Company will post any fee changes on the [pricing page](#) of the Company's website and, at least thirty (30) days in advance, notify Customer by email to Customer's Notification Email Address. Customer's use of the Services following such notification constitutes Customer's acceptance of any revised or new fees.

### 3.7 Delinquent Payments and Suspension of Services

The Company will limit the availability of the Services to Customer if Customer has not paid amounts owed to the Company when due. Automatic email notifications will be sent to Customer's Notification Email Address on the due date and the day after, when Customer's account becomes delinquent and the Services become limited. Customer will be required to pay the amounts due immediately from inside its account via electronic payment methods supported such as a credit card. If Customer's payment is not received within three (3) days from the due date, an email notification will be sent to notify Customer of its account's suspension in seven (7) days. If Customer's payment is not received within ten (10) days from the due date, final email notification will be sent to Customer to inform of its account's suspension and of being in material breach of this Agreement. The Agreement will be terminated in thirty (30) days in accordance with Section 8.2 (Termination for Material Breach) unless the amounts due are paid plus the one-time fee of \$50.00 (fifty) to reinstate Customer's account. Customer will be

responsible for all reasonable expenses (including attorneys' fees) incurred by the Company in collecting the unpaid amounts.

### **3.8 Third-party Fees**

The Company may offer Clearinghouse services through third-party vendors. If Customer chooses to use such services, Customer shall then be responsible for any related fees from the Clearinghouse vendor. If the Company is billed for these services by the Clearinghouse vendor, their fees will be added to Customer's next invoice from the Company. Customer can request a free copy of the vendor's invoice to verify.

### **3.9 No Purchase Order Number Required**

Customer is obligated to pay all applicable fees without any requirement for the Company to provide a purchase order number on the Company's invoice or otherwise.

### **3.10 Recoupment of Unpaid Amounts**

The Company reserves the right to recoup past due amounts owed by Customer using any and all legal methods available. Customer can be referred for collection no sooner than thirty (30) days past due. Further, the Company can make efforts to identify if such Customer subscribes for the Services through a different account. The Company reserves the right to notify Customer of amounts past due and request Customer's payment. The company shall have the right to deny the Services to Customer until such payment is made.

## **4. CONFIDENTIALITY**

### **4.1 Confidential Information**

Confidential Information means all non-public information that one party discloses to the other party under this Agreement, and which is marked as confidential or would normally under the

circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

## 4.2 Protection of Confidential Information

The recipient will only use the disclosing party's Confidential Information to exercise the recipient's rights and fulfill its obligations under this Agreement, and will use reasonable care to protect against the disclosure of the disclosing party's Confidential Information. The recipient may disclose Confidential Information only to those of its employees, contractors, or clients who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the recipient no less restrictive than the confidentiality terms of this Agreement. The recipient may disclose Confidential Information (i) to the extent required by law or legal process; (ii) to its legal or financial advisors, provided that such advisors are bound by a duty of confidentiality that includes use and disclosure restrictions; and (iii) as required under applicable securities regulations. In addition, each party may disclose the terms and conditions of this Agreement on a confidential basis to current and prospective investors, acquirers, lenders, and their respective legal and financial advisors in connection with due diligence activities.

# 5. SERVICE LEVEL AGREEMENT / COMPLIANCE

## 5.1 Availability

The Company will make commercially reasonable efforts to maintain uptime of at least 99% (ninety-nine) excluding any scheduled maintenance.

## 5.2 Mutual Compliance with Laws

Each party represents and warrants to the other party that it will comply with all applicable laws regarding its performance under this agreement.

## 5.3 No Medical Advice

The Company's Services do not provide medical advice, provide medical or diagnostic services, or prescribe medication. Use of the Services is not a substitute for the professional judgment of health care providers in diagnosing and treating patients. Customer agrees that Customer is solely responsible for verifying the accuracy of patient information (including, without limitation, obtaining all applicable patients' medical and medication history and allergies), obtaining patient's consent to use the Services (including, without limitation, the Patient Portal), and for all of its decisions or actions with respect to the medical care, treatment, and well-being of its patients, including without limitation, all of Customer's acts or omissions. Any use or reliance by Customer upon the Services will not diminish that responsibility. Customer assumes all risks associated with Customer's clinical use of the Services for the treatment of patients. Neither the Company nor its licensors assume any liability or responsibility for damage or injury (including death) to Customer, a patient, other persons, or tangible property arising from any use of the Services.

## 5.4 Data Retention and Patient Record Access

Customer is responsible for understanding and complying with all state and federal laws related to retention of medical records, patient access to information, and patient authorization to release data. Customer agrees that it will obtain any necessary patient consent prior to using the Services (including, without limitation, the Patient Portal) and will apply settings to exclude information from availability in the Patient Portal as necessary to comply with state or federal law.

## 6. CUSTOMER DATA AND SECURITY

### 6.1 Customer Information

All data, including information, images, documentation, and files entered, posted or uploaded by Customer to the Services (“Customer Information”) remains the sole property of Customer, subject to the other terms of this Agreement. Customer grants the Company a non-exclusive, royalty-free license to store, modify, transmit, and otherwise use Customer Information for purposes of the Company performing under this Agreement. Notwithstanding the foregoing, if Customer’s access to the Services is suspended for non-payment of fees in accordance with Section 3.7 (Delinquent Payments and Suspension of Services), the Company will have no obligation to provide Customer with access to Customer Information via the Services until Customer remedies such non-payment as provided in this Agreement.

### 6.2 Aggregation Services and De-identified Data

The Company may use protected health information to provide you with data aggregation services (as that term is defined by HIPAA) and to create de-identified data in accordance with 45 CFR 164.514(a)-(c). The Company shall solely own all right, title and interest, in any de-identified data it creates from protected health information. The Company and its affiliates may use and disclose, during and after this agreement, all aggregate, anonymized information and de-identified data for purposes of enhancing the Services, technical support and other business purposes, all in compliance with the HIPAA Privacy Standards, including without limitation the limited data set and de-identification of information regulations.

## 6.3 Hosting and Location of Data

The company will host Customer Information in a secure data center with a reputable SSAE 16 Type II certified (or better) hosting vendor. Customer Information shall at all times be hosted in the United States.

## 6.4 Security

The Company has implemented reasonable security measures, systems, and procedures designed to: (i) protect the confidentiality, integrity, and accessibility of Customer Information; (ii) prevent unauthorized use of or access to Customer Information; and (iii) protect against anticipated threats or hazards to the security or integrity of Customer Information. The Company provides more details about the security measures it takes on the [security page](#) of the Company's website.

## 6.5 Business Associate Agreement

The Company agrees to execute a Business Associate Agreement ("BAA") with Customer. The BAA is considered incorporated into and made part of this Agreement. The Company agrees to comply with all applicable federal and state laws regarding administrative, physical and technical safeguards and other organization requirements that the Company agrees to maintain for all protected health information.

# 7. INTELLECTUAL PROPERTY

## 7.1 Intellectual Property Rights

Except as expressly stated in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all rights in Customer Information, and the Company and

its licensors own all rights in the software, workflow processes, user interface, designs, know-how and other technologies provided by the Company as part of the Services.

## 7.2 Limitations

(a) Customer shall not reproduce or distribute any aspects of the Services.

(b) Customer shall not remove any proprietary, trademark or copyright markings or confidentiality legends within any aspects of the Services.

# 8. TERM AND TERMINATION

## 8.1 Agreement Term

The term of this Agreement will continue until this Agreement is terminated as stated in this Section 8 (Term and Termination).

## 8.2 Termination for Material Breach

Either party may terminate this Agreement immediately on written notice if the other party is in material breach of this Agreement and fails to cure that breach within thirty (30) days after receipt of written notice of the breach.

## 8.3 Termination for Inactivity

The Company reserves the right to terminate the provision of the Services to Customer if Customer has not accessed its account for a period of at least sixty (60) days or has not been invoiced for a period of at least sixty (60) days, notifying Customer immediately upon taking the action, and including thirty (30) days of grace period to resume the Services.

## 8.4 Termination for Convenience

Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time on prior written notice and, upon termination, must cease use of the applicable Services. The Company may terminate this Agreement for its convenience at any time with thirty (30) days' prior written notice to Customer.

## 8.5 Termination for Violation of Law

The Company may terminate this Agreement immediately on written notice if the Company reasonably believes that (i) Customer may have violated any applicable law or (ii) Customer has violated or caused the Company to violate any laws.

## 8.6 Return of Data

The company will have no obligation to provide Customer Information to Customer upon termination of this agreement. Notwithstanding the foregoing, the Company will retain Customer Information for at least sixty (60) days ("Data Retention Period") from such termination and the Company may provide Customer access to such information upon Customer's request. The Company may also provide termination assistance services as mutually agreed upon by both parties. Such services will be rendered on a time and materials basis.

## 8.7 Effect of Termination

If this Agreement is terminated, then (i) all rights and access to the Services will terminate, unless otherwise described in this Agreement, (ii) any fees owed by Customer to the Company are immediately due, and (iii) Customer must destroy all Company property in Customer's possession, confirming in writing, if requested by the Company, that Customer has done so.

## 9. CUSTOMER FEEDBACK

At its option, Customer may provide feedback or suggestions about the Services to the Company. If Customer provides such feedback, then the Company (and those it allows to use its technology) may use that feedback without restriction and without obligation to Customer.

## 10. PUBLICITY

### 10.1 Publicity By Customer

Customer may state publicly that it is the Company's customer and display the "therapyBOSS" name and logo, provided they are styled precisely as in the Company's own communication and are used strictly to communicate Customer's use of the Company's services. Customer may use the Company's name and logo only as permitted in this Agreement. The company reserves the right to deny Customer from using the Company's name and logo.

### 10.2 Publicity by the Company

The Company may use Customer's name and logo in online or offline promotional materials of the Services.

## 11. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that (i) it has full power and authority to enter into this Agreement, and (ii) it will comply with all laws applicable to its provision, receipt, or use of the Services, as applicable.

## 12. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

## 13. LIMITATION OF LIABILITY

### 13.1 Limitation on Indirect Liability

**To the extent permitted by applicable law, neither party shall be liable for any consequential, incidental, indirect, punitive or exemplary damages, including without limitation, business interruption damages, loss of anticipated profits or other economic loss, under any theory or cause of action whether in tort, contract or otherwise, regardless of whether or not it has been advised of the possibility of such damages.**

### 13.2 Limitation on Amount of Liability

**Each party’s total aggregate liability for damages arising out of or relating to this Agreement does not exceed the actual amount paid by Customer within the six (6) month period before the event giving rise to the claim, or \$5,000, whichever amount is smaller. Any claim by Customer against the Company must be brought within twelve (12) months of the event which gave rise to the claim, and if it is not brought within such time period, then such claim is expressly waived by Customer.**

### 13.3 Unlimited Liabilities

**Nothing in this Agreement excludes or limits either party’s liability for:**

- (a) its fraud or fraudulent misrepresentation;**
  
- (b) its obligations under Section 14 (Indemnification);**
  
- (c) its infringement of the other party's Intellectual Property Rights;**
  
- (d) its payment obligations under this Agreement; or**
  
- (e) matters for which liability cannot be excluded or limited under applicable law.**

## **14. INDEMNIFICATION**

Customer will defend the Company, its affiliates, directors, officers, employees, agents, representatives and shareholders providing the Services and indemnify them against all third-party claims (including, without limitation, by governmental agencies), demands, damages or expenses of any kind, including reasonable attorneys' fees and costs of litigation arising from claims of a third party, to the extent such claims arise in whole or part from (i) the use of the Services by Customer; (ii) Customer's breach of any term in this Agreement; (iii) any unauthorized use, access, or distribution of the Services by Customer; or (iv) violation of any individual's privacy rights related to information submitted in Customer's account, or fraudulent, invalid, duplicate, incomplete, unauthorized, or misleading information submitted in Customer's account or by Customer.

# 15. MISCELLANEOUS

## 15.1 Notices

Under this Agreement, notices to Customer must be sent to Customer's Notification Email Address and notices to the Company must be sent to [support@therapyboss.com](mailto:support@therapyboss.com). Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current.

## 15.2 Emails

The parties may use emails to satisfy written approval and consent requirements under this Agreement.

## 15.3 Assignment

The Company may assign or transfer this agreement to any third party without consent. Customer may not assign, license or otherwise transfer any or all of its rights under this Agreement including any password or other access rights, except that this Agreement may be assigned (without the Company's consent) as part of a merger, or sale of all or substantially all of the business or assets, of Customer.

## 15.4 Force Majeure

Neither party shall be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

## 15.5 Subcontracting

The Company may subcontract obligations under this Agreement but will remain liable to Customer for any subcontracted obligations.

## 15.6 Relationship Between Parties

Nothing contained in this Agreement shall be construed to constitute either party hereto as the joint venturer, partner, employee, agent or other representative of the other party hereto. Neither party shall make any representation which causes, or may cause, a third party to believe otherwise.

## 15.7 No Waiver

Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

## 15.8 Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, then the remaining provisions hereof shall remain unaffected and in full force and effect.

## 15.9 No Third Party Beneficiaries

This Agreement does not confer any benefits on any third party unless it expressly states that it does.

## 15.10 Equitable Relief

Nothing in this Agreement will limit either party's ability to seek equitable relief.

## 15.11 Governing Law

This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Illinois, notwithstanding any conflicts of law principles.

## 15.12 Amendments

Except as stated in Section 1.2(a) (Modifications: To the Agreement), any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

## 15.13 Survival

The following Sections will survive expiration or termination of this Agreement: Section 3 (Payment Terms), Section 4 (Confidentiality), Section 6 (Customer Data and Security), Section 7 (Intellectual Property), Section 8.7 (Effect of Termination), Section 9 (Customer Feedback), Section 10.2 (Publicity by the Company), Section 12 (Disclaimer), Section 13 (Limitation of Liability), Section 14 (Indemnification), and Section 15 (Miscellaneous).

## 15.14 Entire Agreement

This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in this Agreement.

## 15.15 Headings

Headings used throughout this Agreement are for reference purposes only and will not have any effect on the interpretation of this Agreement.