

## SERVICE TERMS

Welcome to ScheduleInterpreter.com<sup>SM</sup>.

ScheduleInterpreter.com, Inc. or its affiliates (“ScheduleInterpreter®”, “We”, “Us” or “Our”) agree to provide products, services and software to You on the following terms and conditions (“Terms”). Your use of Our products, services, software and website (collectively, the “Services”) is subject to these Terms, which constitute a legal agreement between You and Us. The Terms do not apply to any Services provided to You by Us or by any of Our affiliates under a separate written agreement, unless that agreement states otherwise. The Services may be described in one or more Subscription Forms executed by You and Us from time to time.

### 1. ACCEPTANCE OF TERMS

**IF YOU USE OUR WEBSITE, YOU WILL HAVE AUTOMATICALLY ACCEPTED THE TERMS SO PLEASE READ THEM VERY CAREFULLY.** YOU MAY ALSO ACCEPT THE TERMS BY CLICKING THE BOX TO INDICATE YOUR ACCEPTANCE WHERE THIS OPTION IS AVAILABLE TO YOU. YOU SHOULD PRINT OR SAVE A COPY OF THE TERMS FOR YOUR RECORDS.

IF YOU ARE AGREEING TO THE TERMS ON BEHALF OF A BUSINESS OR LEGAL ENTITY, YOU REPRESENT THAT YOU (A) HAVE AUTHORITY TO BIND THAT BUSINESS OR ENTITY TO THE TERMS, (B) MEET THE MINIMUM LEGAL AGE TO CREATE A LEGALLY BINDING CONTRACT WITH US, AND (C) YOU ARE NOT NAMED ON ANY U.S. GOVERNMENT DENIED-PARTY LIST. IF YOU CANNOT TRUTHFULLY MAKE THESE REPRESENTATIONS TO US OR IF YOU DO NOT AGREE WITH THE TERMS, YOU MAY NOT USE OUR WEBSITE. “You”, “Your” and variations of those words means you personally and the business or legal entity for which you are acting in agreeing to the Terms, and their affiliates.

We reserve the right to refuse providing Services to You in Our sole discretion, but any termination by Us of this agreement with You may only be made in accordance with the Terms or as permitted by law.

### 2. LEGAL NOTICES

From time to time, We may post legal notices or amendments to the Terms that are applicable to the Services (collectively, the “Legal Notices”). The Terms, and Your agreement with Us, will also include the terms of these Legal Notices. We will make You aware of the posting of each Legal Notice at least 15 days before the date the Legal Notice will become effective. If, within that 15-day period, You do not give us notice that You are terminating Our agreement in full, then Your use of any of the Services after a Legal Notice becomes effective will constitute Your acceptance of the terms of that Legal Notice.

### 3. COMPLETE AGREEMENT

Any Subscriber Form You submit to Us, these Service Terms and the Legal Notices, as they exist from time to time, constitute the entire agreement between You and Us regarding the Services (“agreement” or “Our agreement”). If there is any conflict between what the Subscriber Form says

and what the Service Terms or Legal Notices say, then the Service Terms or Legal Notices will prevail. If there is any conflict between what the Service Terms say and what the Legal Notices say, then the Legal Notices will prevail.

#### **4. ELECTRONIC COMMUNICATIONS**

When You use Our website or send e-mails to Us, You are communicating with Us electronically. You consent to receive communications from Us electronically. We will communicate with You by e-mail or by posting notices on Our website and You agree that any notice We provide You under the Terms may be delivered in that manner. All agreements, notices, disclosures and other communications that We provide to You electronically satisfy any legal requirement that such communications be in writing.

#### **5. COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE DRESS AND PATENTS**

All content included on Our website, such as text, graphics, page headers, logos, button icons, images, audio clips, digital downloads, data compilations, scripts, and software, is Our property or the property of Our content suppliers and is protected by copyright laws. The compilation of all content on Our website is Our exclusive property and is protected by copyright laws. All software used on Our website and within the Services is Our property or the property of Our software suppliers and is protected by copyright laws. SCHEDULEINTERPRETER AND SCHEDULEINTERPRETER.COM and the related logos are trademarks, service marks or trade dress of ScheduleInterpreter.com. Our trademarks, service marks, trade dress and branding features may not be used by You except as permitted in the Terms or with Our prior written consent. All trademarks and service marks not owned by Us that appear on Our website are the property of their respective owners, who may or may not be affiliated with Us. One or more patents owned by Us may apply to Our website and to the features and services accessible via Our website.

#### **6. USE OF SERVICES AND LICENSE OF SOFTWARE**

We grant You a limited, revocable, non-exclusive and non-assignable license to access and make use of the Services in accordance with the Terms. This license includes any software provided as part of the Services, including Custom Software referenced in paragraph 10, along with any updates, upgrades, modifications and enhancements (the "Software"). This license is for the sole purpose of enabling You to use and enjoy the benefit of the Services as provided by Us, in the manner permitted by the Terms.

We also grant You a limited, revocable, non-exclusive and non-assignable right to create a hyperlink to Our home page so long as the link does not portray Us or any of the Services in a false, misleading, derogatory, or otherwise offensive manner. You may not use any of Our trademarks, service marks, logos or other proprietary information as part of the link without our express written permission. Any unauthorized use terminates this license and Your rights to access and use the Services.

The Software may automatically download and install updates from Us from time to time. These updates are designed to improve, enhance and further develop the Services and may take the form

of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Us to deliver these to You) as part of Your use of the Services.

When You use the Services, You may use a service or download software owned and licensed by someone other than Us. If you do, Your use of these other services and software will be subject to the terms of an agreement between You and the owner or licensor of those services and software. Any such terms are completely separate from the Terms between You and Us.

## **7. RESTRICTIONS AND RESPONSIBILITIES**

You are responsible for the failure of any Users to comply with the Terms. “Users” mean any individuals or entities that use the Services with Your authorization or in connection with Your business. Users may include, but are not limited to, Your employees, consultants, contractors, agents, representatives and other third parties doing business with You, regardless of whether they have been provided User identifications or passwords by You.

You will not reproduce, duplicate, copy, sell, resell, trade or otherwise exploit the Services or any portion of the Services for any purpose. You may not (and You may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part of the Software.

You will not access or use the Services for the purpose of competing with Us or assisting someone else to compete with Us or in any way that will be in violation of any applicable law, regulation or generally accepted practice or guideline (including any laws regarding the export of data or software to and from the United States or other countries). You will not allow any Users to access or use the Services in a U.S.-embargoed country. You will not interfere or disrupt, or permit any action to be taken that interferes or disrupts, the integrity or performance of the Services or the servers or networks used in connection with providing the Services.

Each time You access or use the Services, You warrant to Us that neither You nor anyone on Your behalf has received or been offered any illegal or improper bribe, kickback, payment, gift, or anything of value from any of Our employees or agents. If You learn of any violation of this restriction, You will promptly notify Us in writing.

The Services are not subject to any limitations on the number of Users, the number of Projects, Data storage space or the frequency with which You access the Services. These and other limitations may apply in the future, in which case We will announce them in the form of a Legal Notice.

## **8. YOUR ACCOUNT, SECURITY AND PRIVACY**

To access or use the Services, You may be required to provide information about Yourself (such as identification or contact details) as part of the registration process or as part of Your continued use of the Services. This process may require completion of a Subscriber Form. We are relying on the accuracy of this information in providing the Services, so you agree that it will be accurate and up-to-date at all times.

You are solely responsible for maintaining the confidentiality of Your account, user IDs, and passwords and for restricting access to Your computer. You are solely responsible for all activities that occur under Your account, user IDs and passwords. If You become aware of any unauthorized use of Your account, You will call Us immediately at the emergency contact number provided on the Subscription Form. **DO NOT SEND AN EMAIL OR OTHER ELECTRONIC COMMUNICATION TO NOTIFY US OF A SECURITY ISSUE.**

We are committed to the privacy of information provided by You and the Users, and We work hard to protect ScheduleInterpreter and Our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information We hold. In order to help protect the privacy of that information, We implement security features, including the use of encryption, firewalls, backups, passwords and audits. In particular:

- We encrypt all of Our Services using SSL;
- We review Our information collection, storage and processing practices; including physical security measures, to guard against unauthorized access to systems; and
- We restrict access to personal information to Our employees, contractors and agents who need to know that information in order to process it for Us, who are subject to strict contractual confidentiality obligations and who may be disciplined or terminated if they fail to meet these obligations.

Our security procedures are subject to change from time to time in Our discretion. If We believe these changes will result in a material reduction in the level of protection provided for information provided by You during Our agreement, We will issue a Legal Notice or otherwise notify You of the change.

Despite Our efforts with respect to security of information, You acknowledge that no security system is completely error-free, hacker-proof or fail-safe.

Information and Data that You provide will be available to You and others to whom You have permitted access to the Services or Our website, or to others who have otherwise gained access to the Services or Our website through someone other than Us.

Internet cookies are utilized on Our website to authorize access to Our website. We reserve the right to monitor and collect data on how You use the Services, the Software and Our website and how We perform the Services. We may use Data and information We collect from You for the purpose of providing customer support, improving the services We offer, and developing new services and software for Our customers. We may also process, use and analyze statistical Data and information We collect, when aggregated with statistical Data and information We collect from other Users and customers, for Our internal business purposes. Such Data and information may include order fulfillment rates, Services efficiency and profitability. No information is extracted from Your computer unless it relates directly to Your use of Our website.

Also, in some cases, as described in paragraph 9 of these Terms, We will be required to disclose information You provide to Us.

## **9. CONTENT, OWNERSHIP AND PROTECTION OF YOUR DATA**

“Data” includes all electronic data and information You or the Users submit, post, transmit or display as part of any of Your projects that uses the Services (each, a “Project”).

As between You and Us, You own Your Data. You grant Us a perpetual, irrevocable, worldwide, royalty-free, transferrable and non-exclusive license to reproduce, publish, and distribute Your Data but only for the purpose of enabling Us to perform the Services or only to the extent otherwise permitted by You in writing. You warrant to Us that You have the right, power and authority to disclose the Data to Us and to grant the above license to Us. You are responsible for protecting and enforcing Your rights in Your Data and We have no obligation to do so on Your behalf.

We will not modify Your Data. We will not disclose Your Data except to the extent such disclosure is necessary to perform the Services for You, is required by law or is permitted by You elsewhere in the Terms or otherwise in writing.

You will ensure the accuracy, quality and legality of Your Data and the manner in which you obtained Your Data. This includes not submitting, posting, transmitting or displaying any Data on or through the Services in violation of applicable law or any third-party privacy or intellectual property rights.

## **10. OUR PROPRIETARY RIGHTS AND CONFIDENTIALITY**

We (or Our licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights included in the Services (whether those rights are registered or not, and wherever in the world those rights may exist). You will not remove, obscure or alter any proprietary rights notices (including but not limited to copyright notices) that may be affixed to or contained within the Software or the Services.

We may develop updates to the Software and other Services from time to time. You or the Users may have created the ideas for these updates and We welcome those from You. We will have a royalty-free, worldwide, irrevocable, transferrable, non-exclusive and perpetual license to use and incorporate into the Software and other Services any ideas, suggestions, enhancement requests, recommendations and other feedback provided by You and the Users. This is different than the terms that apply to Custom Software that We develop, which is covered in the following paragraph.

If, at Your request, We develop Software or program modifications that You agree to pay Us for (“Custom Software”), including custom features and functionality and modifications to our already existing Software, We will own all rights in the Custom Software and in all intellectual property rights relating to the Custom Software. We grant you a limited, revocable, non-exclusive and non-assignable license to access and use the Custom Software in accordance with the Terms applicable to Our other Software, to the extent using the Custom Software is necessary for You to make use of the Services. You agree to sign and deliver to Us any paperwork that is legally required for Us to be the legal owner of the Custom Software and all intellectual property rights in the Custom Software.

You will not use any of Our confidential or proprietary information for any purpose other than using or accessing the Services for Your normal and customary business operations. You will not disclose to any other individual or entity Our confidential or proprietary information except to the extent required by law or to the extent necessary to obtain legal, accounting or tax advice from Your professional advisors in connection with the Services. Except as stated below, all information We disclose to You (including the Terms and all other commercial terms between You and Us relating to the Services), whether orally or in writing and whether the information is marked confidential, will constitute Our confidential and proprietary information. Our confidential information does not include any information that (a) is or becomes part of the public domain other than as a result of disclosure by You, (b) can be proven by You to have become available to You on a non-confidential basis from a source other than Us, provided that source is not bound with respect to that information by a confidentiality obligation to Us or is not otherwise prohibited from transmitting that information by a contractual, legal or other obligation, or (c) can be proven by You to have been in Your possession prior to disclosure of the information by Us. If the law requires You to disclose Our confidential or proprietary information, You must give Us written notice of that requirement prior to disclosure, if the law allows You to do so, and at Our cost You must provide any reasonable assistance We request from You in order that We may contest the disclosure.

## **11. FEES**

You agree to pay all fees due for the Services. Our fees may include an account initiation or set-up fee, a fixed monthly base access fee covering a maximum number of Projects using the Services, and a variable monthly premium access fee for additional Projects in excess of the maximum. You must pay any account initiation or set-up fee agreed to in Your Subscriber Form when you subscribe to the Services by submitting Your Subscriber Form. This fee is non-refundable. We will invoice You each month for the monthly base and premium access fees. The fixed monthly base access fee is paid in advance. The variable monthly premium access fee is paid in arrears.

Our fees do not include any taxes, duties or other governmental charges or assessments of any nature including, but not limited to, value-added, sales, use or withholding taxes ("Taxes"). You are responsible for paying Us any Taxes that We are required by law to collect from You and We will invoice You for those Taxes. You are not responsible for any taxes assessed against Us based on Our income.

Our fees may also include fees and expenses for developing Custom Software at Your request. Those fees and expenses will be described on an Addendum to Subscriber Form for Custom Software (the "Custom Software Addendum") that We sign and that You sign. These fees and expenses will be due in advance when You submit Your signed Custom Software Addendum to Us, and they will be non-refundable to the extent We develop the Custom Software. Our fees and expenses described on the Custom Software Addendum will include all Taxes that We are required to collect from You for that work. We will not begin developing any Custom Software until We receive your payment in full.

We will invoice You for all monthly access fees and any Taxes. You will pay these amounts to Us within 30 days after the invoice date. If We do not receive your payment by the due date, then We may charge interest on the past due amounts at the rate of 1.5% of the outstanding balance per

month (or 18% per year), or the maximum rate permitted by law, whichever is lower, from the due date until the date paid. If any amounts due from You are more than 10 days overdue, then We may suspend the Services until such amounts and all accrued interest are paid in full. We will not exercise Our rights to collect interest on past due amounts or suspend the Services while You are disputing the applicable fees reasonably and in good faith and diligently cooperating with us in attempts to resolve the dispute.

## **12. TERMINATION**

The term of this legal agreement begins on the date You accept the Terms and continues until terminated by either of Us.

You may terminate Your agreement with Us or stop using the Services at any time. You do not need to inform Us when you stop using the Services, although We would appreciate receiving that notice from You.

We may terminate Our agreement with You at any time, for any reason, by giving You at least 90 days' prior notice in writing delivered to Your address that is used for billing purposes or delivered electronically to the administrator of Your account. Also, with at least 15 days' prior notice to You in writing, We may stop providing any features within the Services to Our customers generally (including without limitation any or all of the core features or services described in Your Subscriber Form) without terminating Our agreement with You. This notice may be provided in the form of a Legal Notice or in some other written manner. This may be on a permanent or temporary basis. If You would like to terminate Our agreement because We have discontinued any of the Services, You may do so at any time. If We desire to terminate Our agreement or to suspend any Services because You are not complying with Your obligations under Our agreement, We will give you written notice of Your failure to comply. You will have five days after the date of Our notice to cure the failure. If You do not do so, then We may terminate Our agreement or suspend any or all Services immediately upon notice to You. If Your failure is not capable of being cured, then the cure period will not apply and We may terminate Our agreement or suspend any or all Services immediately upon notice to You.

Termination will not relieve You from Your obligations to pay any fees payable to Us for the period prior to the effective date of the termination. We will invoice You for any unpaid fees. In no case will You be entitled to a refund of all or any portion of any account initiation or set-up fees (or any access fees included in those account initiation or set-up fees).

Upon Your request made within 30 days after the effective date of the termination, We will deliver or otherwise make available to You as soon as reasonably practicable a file of Your Data in a database friendly format. This may include making Your Data available to You by download. After this 30-day period, We will have no obligation to maintain, store or provide any of Your Data and We may, unless legally prohibited from doing so, delete all of Your Data in Our systems or under Our control.

### **13. WARRANTIES AND EXCLUSIONS**

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, WE AND OUR LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS;
- (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
- (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE;
- (D) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE ERROR-FREE OR CORRECTED; OR
- (E) THE SOFTWARE IS COMPATIBLE WITH YOUR HARDWARE, SOFTWARE OR INFORMATION TECHNOLOGY SYSTEMS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

EXCEPT AS EXPRESSLY PROVIDED IN THE TERMS, WE DO NOT MAKE AND YOU DO NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE DISCLAIM AND YOU DISCLAIM ALL OTHER WARRANTIES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### **14. REMEDIES, LIMITATION OF LIABILITY, AND INDEMNIFICATION**

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT WE AND OUR LICENSORS WILL NOT BE LIABLE FOR:

- (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; OR
- (B) ANY LOSS OR DAMAGE THAT YOU MAY SUFFER INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE AS A RESULT OF:



(I) ANY CHANGES THAT WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION OR SUSPENSION OF THE SERVICES OR ANY FEATURES WITHIN THE SERVICES;

(II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT OR COMMUNICATIONS OR DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(III) YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION;

(IV) YOUR FAILURE TO KEEP YOUR USER IDS, PASSWORDS OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL; OR

(V) YOUR FAILURE TO PROTECT YOUR DATA.

YOUR SOLE REMEDY FOR OUR FAILURE TO PROVIDE THE SERVICES TO YOU OR TO OTHERWISE PERFORM OUR OBLIGATIONS TO YOU AS REQUIRED SHALL BE TO TERMINATE OUR AGREEMENT. IF THIS REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IF IT IS OTHERWISE DETERMINED THAT YOU ARE ENTITLED TO MONEY DAMAGES FROM US, OUR TOTAL LIABILITY TO YOU (AND THE LIABILITY OF OUR LICENSORS TO YOU), TAKEN TOGETHER AND NOT INDIVIDUALLY, WILL NOT EXCEED THE AMOUNT YOU PAID US FOR THE SERVICES.

THE LIMITATIONS ON OUR LIABILITY WILL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES ARISING AND WHETHER OR NOT SUCH LOSSES OR DAMAGES WERE FORESEEABLE.

You will indemnify, defend and hold harmless Us and Our officers, directors, shareholders, members, managers, employees and agents from all liabilities, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising from Your violation of Our agreement with You or the use of the Services, the Software and Our website.

## **15. MISCELLANEOUS PROVISIONS**

Sections 5, 7, 8 through 11, and Sections 13 through 15, and any other provisions of the Terms that, by their nature or content are intended to survive, will survive the termination of this agreement between You and Us.

You may not assign Your rights to the Services without Our prior written consent. The Terms will be binding upon and benefit Us and You and each of our successors and permitted assigns.

The Terms and Our obligations and Your obligations will be interpreted in accordance with laws of the State of Kansas, without regard to its choice of law rules. All lawsuits arising out of or relating to the Services must be filed in the federal or state courts sitting in Johnson County, Kansas, and We submit and You submit to the exclusive jurisdiction of such courts.

Our waiver of any breach by You of any of Your obligations under the Terms, or Our delay in enforcing any of Our rights or remedies, will not mean that We have waived any other breach by You of the same obligation or any breach by You of any different obligation or that We have waived any of Our rights or remedies. Likewise, Your waiver of any breach by Us of any of Our obligations under the Terms, or Your delay in enforcing any of Your rights or remedies, will not mean that You have waived any other breach by Us of the same obligation or any breach by Us of any different obligation or that You have waived any of Your rights or remedies.

If any provision of the Terms is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be enforced to the extent of its validity, legality or enforceability and the remaining Terms will in no way be affected or impaired.

There are no third-party beneficiaries to Our agreement with You. We are not partners, joint venturers, franchisor/franchisee or principal/agent with one another.

You will pay all reasonable attorneys' fees and costs incurred by Us in collecting amounts You owe Us and in otherwise enforcing Our rights and remedies against You, to the extent we are successful in Our collection or enforcement efforts.

Our principal place of business is located at 7007 College Blvd., Suite 460, Overland Park, Kansas 66211, United States.

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