

# PREMIER IDS Terms and Conditions

## *1. Client relationship with Premier IDS, LLC*

1.1 These terms and conditions constitute a binding contract ("Agreement") between Premier IDS, LLC (the "Service Provider", "Premier IDS", "we" or "us") and you ("Supplier", "you" or "your"). This Agreement governs your access and use of Premier IDS products, software, services and web sites (referred to collectively as the "Services" in this document).

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE "AGREE" BUTTON BELOW OR BY ACCESSING OR USING A SERVICE (the "Effective Date"). BY CLICKING ON THE "AGREE" BUTTON BELOW OR BY ACCESSING OR USING A SERVICE YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY THIS AGREEMENT.

## *2. Eligibility to Use the Services*

2.1 You may not use the Services and may not accept this Agreement if (a) you are not of legal age to form a binding contract with the Service Provider, or (b) you are a person barred from receiving the Services under the laws of United States.

## *3. Fees and Taxes*

3.1 You acknowledge that the Service Provider may, from time to time, charge fees for your use of the Services. To the extent that the Service Provider invoices you for the Services, you agree that in order to continue to access and use such Services you must pay any such fees in accordance with such invoices.

3.2 If you rely on any exemption from the payment of taxes, you shall be solely responsible for establishing such tax exemption and furnish necessary supporting documentation accepting this Agreement, and/or as reasonably possible after exemptions become valid and enforceable. You shall be solely responsible for paying all taxes assessed or imposed by reason of this Agreement, other than taxes based on Premier IDS's income.

## *4. Provision of the Services by the Service Provider*

4.1 The Service Provider has subsidiaries, affiliated legal entities and contractors around the world ("Subsidiaries and Affiliates"). Sometimes, these companies will be providing the Services to you on behalf of the Service Provider itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

4.2 The Service Provider is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which the Service Provider provides may change from time to time without prior notice to you.

4.3 As part of this continuing innovation, you acknowledge and agree that the Service Provider may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at the Service Provider's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform the Service Provider when you stop using the Services.

4.4 You acknowledge and agree that if the Service Provider disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.5 You acknowledge and agree that while the Service Provider may not currently have set a fixed upper limit on the number of transmissions you may receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by the Service Provider at any time, at the Service Provider's discretion.

4.6 You acknowledge and agree that your Company Taxation ID that is provided during registration is the key identifier of your company and the information provided to you. You provide the Service Provider permission to provide your Taxation ID to organizations providing content so that they may identify the content that relates to your company.

4.7 You acknowledge and agree that the name of your company can be listed on the Service Provider websites, presentation material and other communications.

## *5. Use of the Services by you*

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you

give to the Service Provider will always be accurate, correct and up to date. In connection with your using the Services, you acknowledge and agree that you will provide your proprietary data to the Service Provider and/or its Subsidiaries and Affiliates ("Supplier Data").

5.2 You agree to use the Services only for purposes that are permitted by (a) this Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions, including without limitation any laws regarding handling of personal and health care information, and the export of data or software to and from the United States and the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereto and the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (collectively, "HIPAA").

5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by the Service Provider, unless you have been specifically allowed to do so in a separate agreement with the Service Provider. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

5.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 You agree that should you view information that does not relate to your company, you will immediately inform the Service Provider of such information at [suppliersupport@remitra.com](mailto:suppliersupport@remitra.com).

5.6 You agree that you are solely responsible for (and that the Service Provider has no responsibility to you or to any third party for) any breach of your obligations under this Agreement and for the consequences (including any loss or damage which the Service Provider may suffer) of any such breach.

## *6. Your passwords and account security*

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2 Accordingly, you agree that you will be solely responsible to the Service Provider for all activities that occur under your account.

6.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify the Service Provider immediately, at [suppliersupport@remitra.com](mailto:suppliersupport@remitra.com).

## *7. Privacy and your corporate information*

7.1 Information about the Service Provider's data protection practices is available upon request. Our information policy explains how the Service Provider treats corporate information, and protects privacy, when you use the Services.

7.2 You agree to the use of your data in accordance with the Service Provider's privacy policies.

7.3 In connection with your use of the Services, you may disclose, or cause to be disclosed, to the Service Provider certain Supplier Data that constitutes Protected Health Information. "Protected Health Information" is defined under HIPAA. The parties agree that they will comply with all applicable provisions of HIPAA relating to the use and disclosure of Protected Health Information. The parties further agree that they will cooperate in good faith to take any such future steps as are necessary to confirm or establish compliance, including the execution or modification of business associate agreements to comply with HIPAA. Notwithstanding anything to the contrary contained in this Agreement or any related agreement, you acknowledge and agree:

(i) That the Services do not require and nothing in this Agreement or any related agreement shall be construed so as to require the Service Provider to receive, review, handle, store, manipulate or alter Protected Health Information (including electronic Protected Health Information) for or on your behalf or on behalf of your customers.

(ii) Any disclosure of Protected Health Information to the Service Provider is incidental and unintentional.

(iii) The Service Provider has no control over and only randomly reviews the Content of the invoices provided by you for the purposes of quality control and spot-checking.

(iv) You shall make commercially reasonable and appropriate efforts to ensure and cause your suppliers and customers to ensure that Protected Health Information is not disclosed to the Service Provider.

7.4 You hereby represent and warrant to the Service Provider that to the extent any Supplier Data, Services Content, Deliverables and/or Derivative Works (each as hereinafter defined) shared by you with any third party in accordance with this Agreement contain Protected Health Information, and/or any Service is used by you to create, receive, maintain, transmit, use, or disclose Protected Health Information from, or on behalf of a Covered Entity (as defined in HIPAA), you have the right and all necessary consents, including, without limitation one or more HIPAA compliant business associate agreements, to share any such Supplier Data, Services Content, Deliverables and/or Derivative Works and/or use the Service(s) for any such purposes.

## *8. Content in the Services, Your Content and Your Obligations With Your Customers*

8.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services is the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content". You agree that (i) Premier IDS is not the original source of Content, (ii) Premier IDS has no control over the truth, accuracy or completeness of Content and (iii) Premier IDS shall not be liable to you for any inaccuracies of any Content. PREMIER IDS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WITH RESPECT TO CONTENT, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED BY PREMIER IDS AND WAIVED BY SUPPLIER.

8.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide the Content to the Service Provider (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on the Content (either in whole or in part) unless you have been specifically told that you may do so by the Service Provider or by the owners of the Content, in a separate agreement.

8.3 The Service Provider reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. For some of the Services, the Service Provider may provide tools to filter out inappropriate content.

8.4 You understand that by using the Services you may be exposed to Content that you may find inappropriate and that, in this respect, you use the Services at your own risk.

8.5 You agree that you are solely responsible for (and that the Service Provider has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which the Service Provider may suffer) by doing so. You are responsible for taking all necessary steps to check and approve such Content, and for the accuracy, reliability and completeness of such Content. The Service Provider will not be obliged or responsible and the Services do not include any verification, supplementation, editing or vetting of the Content you provide other than as strictly necessary for the purposes of tracking and formatting your Content in accordance with the Services, which, except for spot checking and related remediation, is automated.

8.6 You are responsible for ensuring your use of the Services complies with your obligations to any customers, regulators, or other third parties, including without limitation any transactions you may enter with them and your obligations in respect of such transactions.

## *9. Proprietary rights*

9.1 As between the parties, the Service Provider has been and shall continue to be the sole and exclusive owner of: (i) the Services; (ii) all source code, object code and protocols underlying any and all Services (collectively, the "Code"); (iii) except for Supplier Data, all content and data that may be viewed, downloaded, printed, or copied from or by using the Solution(s) (collectively, the "Services Content"); (iv) all things developed by or on behalf of the Service Provider for you pursuant to this Agreement (collectively, the "Deliverables"); (v) Confidential Information (as hereinafter defined) of the Service Provider or any of its affiliates; (vi) all things that have been or may in the future be conceived, developed, enhanced, derived, or otherwise created by or on behalf of the Service Provider in connection with the Service(s), the Code, the Services Content, any Deliverable or Supplier Data, and (vii) all intellectual property rights and other proprietary rights in connection with any and all of the foregoing, including inventions, ideas, know-how, processes, methods, algorithms, machine learning, technology, works of authorship, designs, formulae, research, trade secrets, derivative works, improvements, patentable matters, patents, copyrights, copyrightable works, trademarks, service marks, and all rights and claims related to any and all of the foregoing, and all applications, registrations and other governmental issuances with respect to any and all of the foregoing (collectively, the "Premier IDS Property").

9.2 Nothing in this Agreement gives you a right to use any of the Service Provider's trade names, trade-marks, service marks, logos, domain names, and other distinctive brand features without prior written consent.

9.3 You grant to the Service Provider and its affiliates a nonexclusive, royalty free, perpetual (solely in respect of Service(s) which require Supplier Data to be maintained in Service Provider's aggregated databases and applications), irrevocable (solely in respect of Service(s) which require Supplier Data to be maintained in Service Provider's aggregated databases and applications), worldwide, and sub-licensable right and license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from, distribute, publish, disclose and otherwise use Supplier Data for any purpose, including: (i) to provide the Services and other products and services provided, or that may in the future be provided, by the Service Provider or any of its Affiliates; and (ii) to perform the Service Provider's obligations or to exercise its rights under this Agreement. You represent and warrant that you have the right and all necessary consents to provide Supplier Data and grant the licenses provided in this Section 9.3.

9.4 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

9.5 You agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos, provided that as long as you comply with this Agreement, we encourage you to refer to your use of the Services in communications with your clients and associates.

## *10. License from the Service Provide*

10.1 The Service Provider grants you a nonexclusive, nontransferable and nonsublicensable right and license to use the Service Content and Deliverables associated with the Service(s) subscribed by you, subject to the terms and conditions of this Agreement. The right and license granted to Supplier pursuant to this Section 10.1 shall automatically terminate if this Agreement.

10.2 You may use Service(s) subscribed by you only during the term of this Agreement. You may create derivative works from the Services Content or Deliverable associated with such Service(s) (the "Derivative Works"), provided that all Derivative Works shall be deemed Premier IDS Property. All uses of such Service(s), the Services Content and Deliverables associated with such Services, and Derivative Works by you shall be solely for your internal business purposes and shall comply with this Agreement and applicable laws. In no event may you use any Services, Services Content, Deliverables or Derivative Works for any illegal, improper or unauthorized purpose.

10.3 You shall not provide access to, disclose, reproduce, distribute, display or otherwise use any Services Content, Deliverable or Derivative Works to or for the benefit of any third party, except as specifically permitted under this Agreement. You may disclose Services Content, Deliverables and Derivative Works to the extent required by regulatory or governmental reporting or investigation requirements with authority over you; provided that you (i) use commercially reasonable efforts to obtain confidentiality protections and prohibitions on any unauthorized or improper use or disclosure of any such Services Content, Deliverable or Derivative Works, and (ii) provide the Service Provider with prior notice thereof, which notice shall include the identity of the recipient, the reasons for disclosure, and the Services Content, Deliverable and Derivative Works proposed to be disclosed. You shall be responsible for any improper or unauthorized use or disclosure of any Services Content, Deliverable or Derivative Works by any such third party.

10.4 You shall not, directly or indirectly, provide access to, disclose, reproduce, distribute, perform, display or otherwise use any Service, Services Content, Deliverable or Derivative Works in connection with providing, directly or indirectly, any services to or for any third party.

10.5 You shall not alter the Service Provider's copyright or other proprietary notices on or with respect to any Service(s), Services Content or Deliverable.

10.6 You shall not allow, directly or indirectly, any person to access or use any Service(s) other than your employees. You shall ensure that all such employees comply with this Agreement. You shall be responsible for all uses, including unauthorized or improper use, of any Service by any such employee.

10.7 You shall not, directly or indirectly, disassemble, decompile, modify, reverse engineer, reproduce, or copy any Service(s) or any part thereof, including any Code, or otherwise attempt to determine any Code. You shall not introduce, or permit the introduction of, any viruses, spyware, malware, adware, worms, or other rogue software or routines into any Service(s) or any Code. You shall not, directly or indirectly, create any derivative works or improvements, or otherwise attempt to create or obtain any intellectual property rights, with respect to any Service(s) or any part thereof, including any Code.

10.8 The Service Provider will not be obligated to modify the Service(s) or any part thereof to meet your requirements or to create customized Services Content or Deliverables, unless otherwise agreed to in writing by the Service Provider.

10.9 With respect to any services that the Service Provider provides you under and during the term of this Agreement, you agree to provide the Service Provider with such cooperation and assistance as is reasonably requested by the Service Provider in order to allow the Service Provider to properly and timely perform the services. Such cooperation and assistance include providing complete and accurate information regarding your business and requirements.

10.10 You shall use your best efforts to ensure that all Supplier Data and other information submitted by or on your behalf to the Service Provider is accurate and complete.

## *11. Ending your relationship with the Service Provider*

11.1 This Agreement will continue to apply until terminated by either you or the Service Provider as set out below.

11.2 The Service Provider may terminate this Agreement for any reason upon thirty days' advance notice to you. The Service Provider may immediately terminate this Agreement or any Service if you fail to timely pay the fees and expenses invoiced to you.

11.3 Either party (who is not the breaching party) may terminate this Agreement if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach. The parties agree that a material breach of this Agreement shall include, without limitation, any breaches of Section 3, 5, 7, 9, 10, 12 or 14 of this Agreement.

11.4 The Service Provider may at any time, terminate this Agreement if:

- (A) the Service Provider is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- (B) the partner with whom the Service Provider offered the Services to you has terminated its relationship with the Service Provider or ceased to offer the Services to you; or
- (C) the provision of the Services to you by the Service Provider is, in the Service Provider's opinion, no longer commercially viable.

11.5 The non-affected party may terminate this Agreement immediately with notice to the affected party upon any of the following

occurrences (unless the non-affected party waives such termination): (A) a receiver or trustee is appointed for the affected party or all or substantially all of its assets; (B) the affected party makes an assignment for benefit of its creditors; (C) the affected party commences a voluntary proceeding in bankruptcy, insolvency, or other similar proceeding; (D) an involuntary proceeding in bankruptcy, insolvency, or other similar proceeding is commenced against the affected party, which proceeding is not discharged within sixty (60) days after the commencement; or (E) the affected party commences to liquidate or dissolve itself.

11.6 Nothing in this Section shall affect the Service Provider's rights regarding provision of Services under Section 4 of these Universal Terms.

11.7 Immediately upon termination of this Agreement, (i) your access to and use of all Service(s) shall terminate, (ii) you shall stop further use of all Service(s), and (iii) the Service Provider may immediately stop performing all services under this Agreement. Termination of this Agreement shall be in addition to, and not in limitation of, any other rights or remedies to which either party is or may be entitled. Termination of this Agreement shall not relieve you of liability for payment of sums due or to become due to the Service Provider under this Agreement. In addition, the defined terms in this Agreement (to the extent applicable) and Sections 3 (with respect to any unpaid amounts), 5, 6, 7, 8, 9, 10, 11.7, 12, 13, 14, 15 and 17 shall survive the termination of this Agreement and remain enforceable in accordance with their terms.

## 12. CONFIDENTIALITY OBLIGATIONS

12.1 In connection with the performance of this Agreement, a party may have access to certain confidential information ("Recipient") of the other party or any of its Affiliates (the "Confidential Information") as provided by or on behalf of the other party ("Discloser"). Except as otherwise provided in this Agreement, during and after the term of this Agreement, Recipient shall hold Discloser's Confidential Information in confidence using the same degree of care that it uses to protect its own Confidential Information (but not less than a reasonable standard of care). Confidential Information includes: (i) the terms and pricing under this Agreement; (ii) any written information that is clearly identified or marked as confidential; (iii) Supplier Data, with the exception of Supplier Data that constitutes Protected Health Information, which shall be governed by Section 7, (iv) the Code, (v) the Services Content, Deliverables and Derivative Works to the extent applicable; and (vi) any information that Recipient should reasonably believe is confidential to Discloser. To the extent any Premier IDS Property constitutes Confidential Information, it shall be deemed Confidential Information of Premier IDS. To the extent any Supplier Data constitutes Confidential Information, it shall be deemed your Confidential Information.

12.2 A party's Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of Recipient or any third party in violation of any obligation of confidentiality; (ii) as evidenced by documentation, was in Recipient's lawful possession prior to the disclosure and had not been obtained by Recipient either directly or indirectly from the disclosing party or any third party in violation of any obligation of confidentiality; (iii) as evidenced by documentation, is lawfully and properly disclosed to Recipient by a third-party without restriction on disclosure; (iv) as evidenced by documentation, is independently developed by Recipient without use of or access to any Confidential Information of Discloser. In the event Recipient is required to disclose any Confidential Information of Discloser pursuant to any governmental or judicial authority, process or order, Recipient shall provide prompt notice thereof to Discloser in order that Discloser may have an opportunity to intercede in such required disclosure to contest such disclosure or seek a protective order.

12.3 Notwithstanding the foregoing in this Section 12, you acknowledge and agree that the Service Provider shall have the right (and in certain cases, be required) to disclose your name(s) (and your Affiliates and participants) to third parties with respect to certain Service(s).

## 13. EXCLUSION OF WARRANTIES

13.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

13.2 IN PARTICULAR, THE SERVICE PROVIDER, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS, INCLUDING THE DIRECTORS, OFFICERS, SHAREHOLDERS, UNITHOLDERS, TRUSTEES, EMPLOYEES, AGENTS, ADVISORS AND CONSULTANTS OF EACH OF THEM, (COLLECTIVELY "RELEASEES") 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, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

13.3 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.

13.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE PROVIDER OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

13.5 THE SERVICE PROVIDER FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT AND ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED BY THE SERVICE PROVIDER AND WAIVED BY YOU.

#### *14. LIMITATION OF LIABILITY*

14.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE PROVIDER SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS, DELAY OR DIMINISHING OF PROFIT, REVENUES OR OPPORTUNITIES (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF OR DAMAGE TO DATA, SOFTWARE OR EQUIPMENT, DOWNTIME, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

(II) ANY CHANGES WHICH THE SERVICE PROVIDER MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

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

(IV) YOUR FAILURE TO PROVIDE THE SERVICE PROVIDER WITH ACCURATE ACCOUNT INFORMATION; AND

(V) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

14.2 THE LIMITATIONS ON THE SERVICE PROVIDER'S LIABILITY TO YOU IN PARAGRAPH 14.1 ABOVE SHALL APPLY WHETHER OR NOT THE SERVICE PROVIDER HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

#### *15. Other content*

15.1 The Services may include hyperlinks to other web sites or content or resources. The Service Provider may have no control over any web sites or resources which are provided by companies or persons other than the Service Provider.

15.2 You acknowledge and agree that the Service Provider is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

15.3 You acknowledge and agree that the Service Provider is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

#### *16. Changes to the Terms*

16.1 You acknowledge and agree that the Service Provider has the right, in our sole discretion, to modify this Agreement from time to time. . When these changes are made, the Service Provider will make a copy of this Agreement available on its website with reasonable notice to allow you to consider whether or not you wish to continue using the Services (the "Notice Period"). You are responsible for reviewing and becoming familiar with any such modifications.

16.2 You understand and agree that if you use the Services after the expiry of the Notice Period you will be bound by this Agreement as so amended by the Service Provider.

#### *17. General legal terms*

17.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, this Agreement does not affect your legal relationship with these other companies or individuals.

17.2 This Agreement constitutes the entire legal agreement between you and the Service Provider and govern your use of the Services (but excluding any services which the Service Provider may provide to you under a separate written agreement), and completely replace any prior agreements between you and the Service Provider in relation to the Services.

17.3 Any notices to us must be sent to our corporate headquarters address available below and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us or postings on the Services. These electronic communications or postings may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Service(s). You agree that any notices, agreements, disclosures, or other communications that we send to you electronically or post will satisfy any legal communication requirements, including that such communications be in writing.

Premier IDS, LLC  
13034 Ballantyne Corporate Place  
Charlotte, NC 28277  
Fax: 704-816-5652  
Attn: Legal Department

17.4 You agree that if the Service Provider does not exercise or enforce any legal right or remedy which is contained in this Agreement (or which the Service Provider has the benefit of under any applicable law), this will not be taken to be a formal waiver of the Service Provider's rights and that those rights or remedies will still be available to the Service Provider.

17.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this Agreement is invalid, then that provision will be removed from this Agreement without affecting the rest of this Agreement. The remaining provisions of this Agreement will continue to be valid and enforceable and this Agreement shall be construed, to the extent permissible at law, so as to place the parties in the same position economically and as concerns liability as each would have been had any such severed term been enforceable.

17.6 You acknowledge and agree that each of the Releasees, and each person with which the Service Provider contracts for the provision of the Services herein, shall be third party beneficiaries to this Agreement and that such other companies shall be entitled to directly enforce, and rely upon, any provision of this Agreement which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to this Agreement.

17.7 This Agreement shall be governed by and construed in accordance with the domestic laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Any legal suit, action, or proceeding arising out of or related to this Agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina in each case located in the city of Charlotte and Mecklenburg County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

17.8 You shall not assign (or sublicense), whether voluntarily or by operation of law, any of its rights or delegate any of its obligations under this Agreement to any person or entity without the prior written consent of the Service Provider and any action or conduct in violation of the foregoing will be void and without effect. The Service Provider expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder. Subject to the limitations on assignment set forth above, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective permitted assigns and permitted successors in interest.

17.9 Any delays in or failure of performance of either party shall not constitute a default under this Agreement, or give rise to any claim for damages to the extent such delays or failure of performance are caused by circumstances beyond the reasonable control of such party, including acts of God, fire, flood, explosion, war, terrorism, healthcare crisis, strikes or work stoppages, inability to obtain equipment or transportation, breakage or failure of equipment, or loss of any necessary utility. The time for performance so delayed will be deemed extended for the period of such delay. This Section 17.9 shall not excuse you from making any payments required under this Agreement.

17.10 Subject to the limitations set forth in Section 14, each party acknowledges that a violation of Sections 7, 10, 11.6 and 12 of this Agreement may cause substantial and irreparable injury to the other party for which the other party's remedies at law may not be adequate. Accordingly, the parties agree that the non-breaching party shall be entitled to seek injunctive relief with respect to any breach, or threatened breach, of said Sections of this Agreement, and that such right shall be in addition to, and not in limitation of, any other rights or remedies to which the non-breaching party may be entitled at law or in equity.

17.11 Each party shall operate as, and have the status of, an independent contractor with respect to the other party. Nothing contained in this Agreement shall be construed as authorizing either party to act as an agent for the other party.

17.12 Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" shall mean "including without limitation" or "including but not limited to." Unless the context otherwise requires, (i) words using singular or plural number also include the plural or singular number, respectively; (ii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this Agreement in its entirety. The section headings are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.