

### **IMPORTANT – READ CAREFULLY:**

By completing the electronic acceptance process and clicking the acceptance button, you warrant that you:

- (i) have the authority to, or are authorized to sign for and bind, the contracting party defined below as "User" to the terms of service of this online subscription agreement ("**Agreement**"); and
- (ii) have read, understand and agree on behalf of User to be bound by this Agreement.

If you do not have such authority, or if you do not agree with this Agreement, you must not click the acceptance button; your registration process will be discontinued and you may not use the services.

This Agreement is a legal and binding instrument entered into as of the Effective Date by and between Autani, LLC ("Autani") and User.

Autani reserves the right to amend this Agreement from time to time on notice to User, which may be provided when User accesses the Autani service. The most current version of this Agreement can be reviewed by clicking the "Terms of Service" hypertext link located on the Autani website and shall control if different than this Agreement. User/technical support is available via the help links on the site.

**1. Definitions.** As used in this Agreement, the following defined terms shall apply:

- 1.1 Agreement** means these Terms of Service as may be amended from time to time and any other documents incorporated by reference.
- 1.2 Autani** means Autani, LLC, unless otherwise stated.
- 1.3 Autani Service** means Autani Portfolio Manager Remote Access Service, Autani Access Manager Remote Access Service, and all other remote access services that Autani may provide to User pursuant to this Agreement.
- 1.4 Confidential Information** means any non-public information and/or materials provided by a party under this Agreement to the other party and reasonably understood to be confidential.
- 1.5 User** means the legal entity or individual that enters into this Agreement.
- 1.6 Devices and Server(s)** means the following for purposes of an Autani Service: (i) device is a physical or virtual machine including, but not limited to, Autani Products, computers, servers, printers, switches, IP phones and routers connected to a network; and (ii) server is a physical or virtual machine that shares resources (e.g., access to data files, programs and other peripheral devices) with other devices on a network.
- 1.7 Effective Date** means the date of electronic acceptance of this Agreement by User.
- 1.8 My Account** means User's specific page within the Autani website where User subscribes to the Services and provides User account information such as Registration Data and Payment Information. User may access its My Account page at any time and update certain account information.
- 1.9 Named Authorized User(s)** ("NAU") means (i) those User-designated individuals who may access and use the Services in accordance with this Agreement. Each Named Authorized User must have a unique identifier (i.e., "Named User ID" as defined below). User-designated individuals may include, by way of example, employees, contractors, consultants and agents or third parties with which User transacts business as determined by User.

**1.9.1 Named User ID** means the unique identifier of each User-designated individual authorized to use the Services. A Named User ID may not be of a generic nature (e.g., john.doe@company.com is a unique Named User ID; whereas support@company.com, user1@company.com, trainer@company.com, etc., are examples of generic user identifiers).

**1.10 Payment Information** means limited User information related to billing and payment matters collected by Autani during the online registration process or subsequent thereto. Such Payment Information may include a valid debit card or credit card number with available credit sufficient to pay the applicable Subscription Fees, billing or charge number, an election of a preferred billing frequency, and other information as required by Autani.

**1.11 Privacy Policy** means the Autani Privacy Policy which can be viewed by clicking the "Privacy Policy" hypertext link located on the Autani website.

**1.12 Registration Data** means limited User information collected by Autani during the online registration process.

**1.13 Services** means Autani remote access services consisting of the services set forth in [Section 2](#) of this Agreement and as subscribed to by User.

**1.14 Subscription Fee** means the fee for User's use of and access to the Services as subscribed to by User.

**1.15 Term** means the term of this Agreement commencing on the Effective Date and continuing until the expiration of all subscription period(s), including any renewal subscription period(s), for Services as stated on User's My Account page.

**2. Description of Services.** Autani's remote access products include Autani Portfolio Manager and Autani Access Manager services (individually and collectively referred to as the "Services") Notwithstanding, this Agreement will apply to any Services subscribed to by User at any time on or after the Effective Date, whether or not those service are listed herein.

**3. Online Registration.** To subscribe to Services, User must complete the online registration process, including User's electronic acceptance of this Agreement, and Autani must then accept such online registration. Autani may reject an online registration by a potential User in its sole discretion if Autani has questions about the registration. In the event a potential User's online registration is rejected by Autani, such potential User will be notified and may submit a new online registration for re-evaluation by Autani.

**3.1 Registration Data.** All Registration Data provided by or on behalf of User must be current, complete and accurate, and User is solely responsible for updating such Registration Data as necessary. Autani reserves the right to terminate this Agreement immediately in the event any Registration Data is found to be inaccurate, incomplete and/or not current at any time and User does not update such Data. User is hereby informed that Registration Data may be subject to automatic processing by Autani for the purposes of managing User's account. User will have access to Registration Data and may update or correct it as necessary.

**3.2 Account Password/Security.** As part of the online registration process, User will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of its password and account, and User is solely responsible for any and all activities that occur under its account. User agrees to notify Autani immediately of any unauthorized use of its account or any other breach of security. Autani shall not be liable for any loss that User may incur as a result of a third party using its password or account, either with or without its knowledge. User may be held liable for losses incurred by Autani and/or another party due to a third party using User's account or password.

**3.3 Payment Information.** All Payment Information provided by or on behalf of User must be current, complete and accurate, and User is solely responsible for updating such Payment Information as necessary. User hereby authorizes Autani, from time to time, to take steps to determine whether Payment Information is valid. Autani reserves the right to terminate this Agreement immediately in the event that Payment Information is found to be inaccurate, incomplete and/or not current at any time and User does not update such Data in a timely manner. Autani shall not be responsible for any overdraft charge or other fees that may be incurred by User for payments made to Autani hereunder.

**3.4 Trial and Promotional Offers.** From time to time, Autani may offer certain trial and/or promotional offers. Autani reserves the right to discontinue or modify such offers at its discretion and without notice. Any such trial or promotional offers may not be assigned or otherwise transferred to a third party User. The details of any trial or promotional offers applicable to User shall be listed on User's My Account page.

**3.5 Privacy.** Autani's use of any information provided by User, including without limitation, Registration Data and Payment Information, is set forth in Autani's current Privacy Policy.

#### 4. User Rights and Restrictions.

**4.1 User Access and Use.** During the Term of this Agreement, and upon payment of all applicable Subscription Fees, User may access and use the Services pursuant to and in accordance with the provisions of this Agreement. Autani will enable User and its Named Authorized Users to access and utilize the Services as contemplated by the Agreement. Thereafter, User shall be solely responsible for selecting and managing its users and providing each of them with the information necessary for access to and use of the Services. User may reassign Named Authorized Users, Devices and/or Server(s) without incurring additional fees provided that the number of such Named Authorized Users, Devices and/or Server(s) does not increase. User may inform its users, customers and employees that the Services are powered by Autani. If User's internet connection fails, the Services service will also fail. The Services may cease to function if there is a power cut or failure. These failures may be caused by reasons outside of the control of Autani.

**4.2 Reverse Engineering.** Except to the extent permitted by law, User may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code used in connection with the Services and/or any other aspect of Autani's technology.

**4.3 Abuse.** User shall not access and/or engage in any use of the Services

(i) in a manner that abuses or materially disrupts the networks, equipment, Services and/or websites of Autani and/or

(ii) to communicate any message or material that is deemed harassing, threatening, indecent, obscene, slanderous, or otherwise unlawful.

**4.4 Illegal Purposes.** User shall not use the Services for fraudulent or illegal purposes.

**4.5 Resale.** User shall not market, offer to sell, sell and/or otherwise resell the Services to any third party. In accordance with the Computer Software Rental Act of 1990, the Services and underlying software may not be rented, lent or leased.

**4.6 No Representation by User.** Neither User nor any of its Named Authorized Users, customers, employees or representatives shall make any representations with respect to Autani, the Services, or this Agreement (including, without limitation, that Autani is a warrantor or co-seller of any of User's products and/or services).

**4.7 Limited Grant of Rights.** No other rights are granted hereunder to User, except as expressly set forth in this Agreement.

#### 5. Term and Termination.

**5.1 Term.** This Agreement shall commence on the Effective Date and continue for the Term.

**5.2 Termination for Cause.** Autani reserves the right to terminate this Agreement immediately if User breaches any of its material obligations under this Agreement and fails to cure the remedy in a reasonable manner.

**5.3 Effect of Termination.** Upon termination of this Agreement, User will immediately discontinue all access to and use of the Services and cease to represent in any form that it is a user of the Services. Autani will immediately disable User's account upon termination. Neither party shall be liable for any damages resulting from a termination of this Agreement in accordance with this [Section 5.3](#); provided, however, the termination of this Agreement shall not affect any claim arising prior to such termination.

## 6. Fees and Charges

**6.1 Subscription Fees.** User is responsible for all Subscription Fees, and hereby authorizes Autani to obtain payment of all such Subscription Fees in accordance with the Payment Information per the terms of User's agreement with Autani. User shall also be responsible for all applicable taxes (withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST), etc.) or duties imposed by any government entity or collecting agency EXCEPT those taxes based on Autani's net income. In the event User fails to satisfy its tax and/or duty obligations herein, User shall reimburse Autani upon demand for any taxes and/or duties paid on behalf of User and shall indemnify and hold Autani harmless against any claim and/or liability (including penalties) resulting from User's failure to pay such taxes and/or duties.

**7. Confidential Information.** Unless expressly authorized in writing by the other party, neither party shall disclose to any third party any Confidential Information, of the other party, nor use such Confidential Information in any manner other than to perform its obligations under this Agreement. The foregoing restrictions do not apply to any information that

- (i) is publicly disclosed through no fault of the receiving party,
- (ii) is already lawfully in the receiving party's possession and not subject to a confidentiality obligation to the disclosing party,
- (iii) becomes known to the receiving party from a third party having an apparent bona fide right to disclose the information, or
- (iv) is Confidential Information that the receiving party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided receiving party supplies disclosing party with timely notice of such court order or subpoena. Furthermore, User will keep in confidence all passwords and/or other access information related to the Services.

**8. DISCLAIMER OF WARRANTIES.** Each party hereby warrants to the other party that it has all necessary authority to enter into and perform its obligations under this Agreement without the consent of any third party or breach of any contract or agreement with any third party. **USER HEREBY ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED BY AUTANI ON AN "AS IS" BASIS, AND USER'S ACCESS TO AND/OR USE OF THE AUTANI WEBSITES, PORTALS, LINKED SITES, AND/OR OF THE SERVICES IS AT ITS SOLE RISK.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, AUTANI EXPRESSLY DISCLAIMS AND USER RECEIVES NO WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. AUTANI MAKES NO WARRANTY THAT ANY OF THE SERVICES WILL MEET THE REQUIREMENTS OF USER OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE; NOR DOES AUTANI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECTS IN AUTANI PRODUCTS WILL BE CORRECTED. **USER UNDERSTANDS AND AGREES THAT ACCESSING THE INTERNET OR OTHER COMMUNICATION SERVICES VIA AUTANI PRODUCTS AND/OR USING ANY AUTANI SERVICES VIA THE INTERNET OR OTHER COMMUNICATION SERVICE AND ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED, ACCESSED, OR EXPOSED THROUGH THE USE OF ANY OF THE PRODUCTS OR SERVICES IS DONE AT THE SOLE RISK OF USER AND THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS PROPERTY INCLUDING LOSS (INCLUDING DESTRUCTION OR THEFT) OF DATA, AND COMPUTER, NETWORK AND FACILITIES DAMAGE THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA OR SUCH ACCESSING THE INTERNET OR OTHER COMMUNICATION SERVICE.** NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM AUTANI OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO USER.

**9. LIMITATION ON LIABILITY.** IN NO EVENT SHALL AUTANI BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO THIS AGREEMENT OR WHETHER DIRECT OR INDIRECT, **(i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, AND (v) COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND INCLUDING, BUT NOT LIMITED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE, AND WHETHER OR NOT AUTANI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, AUTANI'S LIABILITY HEREUNDER IS LIMITED TO \$50.00. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO USER.

**10. Governing Law, Jurisdiction, and Venue.**

The validity, construction, performance, and enforcement of this agreement shall be governed by the substantive laws of the State of Maryland, USA. The User consents to the jurisdiction of the courts of the State of Maryland and agree that venue for any lawsuit shall be Howard County, Maryland, USA.

### 11. Additional Terms.

**11.1 Relationship of the Parties.** User and Autani are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the User and Autani.

**11.2 Assignment.** User may not assign its rights or delegate its duties under this Agreement either in whole or in part, and any such attempted assignment or delegation shall be void.

**11.3 Force Majeure.** Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, Internet service providers, and other third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a party.

**11.4 Notice.** Autani may provide User with notice via email, regular mail and/or postings on the Autani website or within the Service.

**11.5 High-Risk Use.** User hereby acknowledges that the Services are not designed or intended for access and/or use in or during high-risk activities including, but not limited to: medical procedures; online control of aircraft, air traffic, aircraft navigation or aircraft communications; or the design, construction, operation or maintenance of any nuclear facility. Autani hereby expressly disclaims any express or implied warranty of fitness for such purposes.

**11.6 Compliance with Laws.** User and Autani agree to comply with all applicable local, state, national and foreign laws, rules, and regulations, including, but not limited to, all applicable export and import laws and regulations, in connection with their performance, access and/or use of the Services under this Agreement. Notwithstanding the preceding sentence, Autani does not guarantee that the Services shall be appropriate and/or available for use in any particular location and User is responsible for compliance with local laws to the extent applicable. Autani reserves the right to modify the Services for any reason, without notice and without liability to User or any end user. User shall comply with all legal duties applicable to the User including obligations as data controller by virtue of User's role as meeting organizer and/or Named Authorized User. User must provide the relevant persons and/or participants with all information User is required by law to provide and, if necessary, must obtain the consent of these persons and/or participants. Notwithstanding any other provision in this Agreement, Autani shall have the right to terminate this Agreement immediately upon the determination by Autani that User is not in compliance with U.S. export laws or violates any government privacy and/or data protection laws.

**11.7 No Waiver.** The failure of either User or Autani in any one or more instance(s) to insist upon strict performance of any of the terms of this Agreement will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s).

**11.8 Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect and the parties agree to comply with the remaining terms of this Agreement in a manner consistent with the original intent of the Agreement.

**11.9 No Third Party Beneficiaries.** No person or entity not a party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

**11.10 Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and understandings with respect to the same. No waiver or amendment of any term or condition of this Agreement shall be valid or binding on either party unless agreed to in writing by both parties.

**11.11 Captions and Headings.** Captions and headings are used herein for convenience only, are not a part of this Agreement, and shall not be used in interpreting or construing this Agreement.

**11.12 Controlling Language.** The English language version of this Agreement shall be the controlling version and is incorporated by reference into any translation of this Agreement. Any translation or other language version of this Agreement shall be provided for informational purposes only. Only the most current English version of this Agreement is binding. In the event of inconsistency or discrepancy between the English version and any translation or other language version of this Agreement, the English-language version shall prevail.

**11.13 References.** Pronouns contained in this Agreement shall apply equally to the feminine, neuter, and masculine genders. The singular shall include the plural, and the plural shall include the singular.

**11.14 Beta version.** The terms of this subsection 11.14 shall only apply to User with respect to any "Beta" version of any of the Services (the "**Beta Services**") made available to User for purposes of evaluation and feedback. User acknowledges that the Beta Service(s) User is evaluating may contain bugs, errors and other problems and is provided to User "as-is." Therefore, to the extent permitted by applicable law, Autani disclaims any warranty, condition and/or liability obligations to User of any kind with respect to the Beta Services. User further acknowledges the importance of communication between Autani and User during User's use of the Beta Services and participation in Autani's Beta program and hereby agrees to receive related correspondence and updates from Autani. In the event User requests to opt-out from such communications, User's participation in the Autani Beta program will be canceled. User also hereby acknowledges that Autani has not made any representations, promises or guarantees that the Beta Services will ever be announced or made available to anyone in the future and that Autani has no express or implied obligation to User to announce or introduce the Beta Services. During the Autani Beta program, User will be asked to provide feedback regarding User's use of the Beta Service(s) and User hereby grants to Autani a perpetual, royalty-free worldwide license to use and/or incorporate such feedback into any Autani product or service (including the Beta Services) at any time at the sole discretion of Autani. With respect to the Beta Services, this subsection shall supersede any other terms and conditions contained herein, but only to the extent necessary to resolve conflict.