

Teamstudio Export Support Only Agreement

Please read this agreement carefully before purchasing support. These terms constitute a binding agreement between you (“you” or “Customer”) and Teamstudio, Inc., a Massachusetts corporation with its principal place of business located at 100 Cummings Center, Suite 207-P, Beverly, MA 01915 (“Teamstudio”). By paying any associated fees, you signify your agreement with these terms. Capitalized terms in this Agreement have the meanings set forth herein. Teamstudio may modify, alter or otherwise update the terms of this Agreement; updates to this Agreement may be found at www.teamstudio.com/licensing/.

1. This Agreement contains the entire understanding of Teamstudio and Customer and supersedes all prior written or oral communications between the parties with respect to the subject matter hereof. This Agreement does not operate as an acceptance of any conflicting terms and conditions and shall prevail over any conflicting provisions of any purchase order of Customer or any other instruments except as set forth herein.
2. Term and Termination:
 - 2.1 Subject to the limitations herein, the term of this Agreement and the Support provided therewith shall be for the period specified on the invoice, commencing upon the date of purchase (the “Initial Term” and with any subsequent renewal term, the “Term”). Support services will be provided to the number of named individuals identified on the invoice.
 - 2.2 THE INITIAL TERM OF THE SUPPORT SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUBSEQUENT PERIODS OF ONE (1) YEAR UNLESS AND UNTIL CUSTOMER PROVIDES WRITTEN NOTICE TO TEAMSTUDIO OF ITS INTENT TO TERMINATE AT THE END OF THE THEN-CURRENT TERM. AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH INITIAL TERM OR RENEWAL TERM, TEAMSTUDIO WILL SEND CUSTOMER A QUOTE FOR SUCH RENEWAL PERIOD.
 - 2.3 Teamstudio shall have the right to terminate this Agreement if Customer fails to pay any required Fee(s) or otherwise fails to comply with the terms and conditions set forth herein. In the event that Customer’s failure to comply is not payment-related, Teamstudio shall give written notice to Customer of such default, and if such default has not been remedied within thirty (30) days after such notice, the agreement shall terminate. In the event that Customer has failed to pay any required Fee(s), Teamstudio shall give written notice to Customer of such default, and if such default has not been remedied in full within five (5) days of such notice, this Agreement shall be terminated without further notice.
 - 2.4 Sections 2.3, 3, 5 and 8 of this Agreement shall survive the expiration or termination of this Agreement.
3. Limitation of Liability:
 - 3.1 The support services provided by Teamstudio hereunder are not intended to replace the professional skills and judgment of Customer and its employees, agents and consultants. Customer alone shall be responsible for any use made by Customer of the advice provided by Teamstudio or any reliance thereon by Customer or Customer’s End Users. Customer shall also be responsible for the continued operation and maintenance of its computer equipment and third-party software. For these reasons, Customer agrees to be solely responsible for the design, repair and configuration of Customer’s equipment, machinery, systems and/or products. Customer assumes all risks and liability for results obtained by the

use of and/or implementation of the designs developed by Customer that are in any way influenced by the provision of services by Teamstudio, whether such designs are used singly or in combination with other designs or products. Customer shall protect, indemnify, hold harmless and defend Teamstudio of and from any loss, cost, damage or expense, including attorneys' fees, arising from any claim asserted against Teamstudio that is in any way associated with the matters set forth in this Section 3.1.

- 3.2 Without limitation of Section 3.1 above, the liability of Teamstudio for any claim relating to the subject matter of this Agreement regardless of the form of action, whether in contract or tort, including claims of negligence or claims of intellectual property infringement against Teamstudio, shall be limited to the total of all amounts Customer has paid to Teamstudio for the services that are finally determined by a court of competent jurisdiction to have caused damages or that are directly related to the cause of action. The limitation of liability hereunder shall be further limited to the amounts received by Teamstudio from Customer in the twelve (12) month period immediately prior to the date that Customer provides Teamstudio with written notice of such claim. In no event shall Teamstudio be liable for any incidental, indirect, exemplary, special or consequential damages including, without limitation, loss of use, loss of profits or other consequential damages, even if Teamstudio has been advised of the possibility of such damages. No action, regardless of form, relating to the transactions under this Agreement may be brought by Customer more than one (1) year after the event giving rise to the cause of action has occurred.

4. Support:

- 4.1 Support refers to services such as access to technical support as set forth herein or in a separate Services Agreement. The scope of support services provided hereunder shall be limited to help with the use of the HTML and PDF data created by Customer's use of the Teamstudio Export product.
- 4.2 Support shall consist of operational assistance and technical support to be rendered in the English language by Teamstudio by telephone or email. Unless otherwise agreed in writing, Support is available only during Teamstudio's normal business hours, Monday through Friday, excluding local and Federal holidays, in the United States. Teamstudio will use its commercially reasonable efforts to assist Customer with requests for support. Teamstudio does not guarantee any particular response or resolution time for such requests.
- 4.3 Any materials provided to Customer by Teamstudio in connection with Support shall be deemed "Licensed Products" and are licensed, not sold to Customer. Teamstudio's obligation to provide Support is subject to Customer providing Teamstudio with all information and documentation reasonably requested by Teamstudio relating to the Technical Support request submitted by Customer.
- 4.4 The Support provisions set forth herein are the current terms pursuant to which Teamstudio provides Support to customers. Teamstudio reserves the right to alter or amend the provisions of these sections, or terminate the provision of Support services for the Licensed Program, upon the end of the then-Term.

5. Proprietary Rights:

- 5.1 Information and data supplied by either party to the other party may include confidential or proprietary information. Confidential or proprietary information ("Confidential Information") means any information or data (including without limitation any formula, pattern, compilation, program, device, method, technique, or process) that is disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") pursuant to this Agreement. Confidential Information of Teamstudio includes,

but is not limited to, the terms of this Agreement, the Licensed Product, the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Licensed Program, the Documentation, and pricing information.

Confidential Information of Customer includes, but is not limited to, Customer data and Customer's financial and business information. Confidential Information shall not include information that either party can demonstrate: (i) at the time of disclosure is in the public domain or is otherwise available to the Receiving Party other than on a confidential basis; (ii) after disclosure, becomes a part of the public domain by publication or otherwise through no fault of the Receiving Party; (iii) was disclosed to the Receiving Party by a third party not under an obligation of confidentiality to the Disclosing Party; or (iv) is or has been independently developed by the Receiving Party (as evidenced by the Receiving Party's written records) without access to any Confidential Information of the Disclosing Party.

- 5.2 Each party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence; and (ii) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order; in such event, such party shall inform the other party in writing prior to any such required disclosure. And, notwithstanding any other provision of this Agreement, Teamstudio will not be prevented or restricted by this Agreement from using any technique, idea, concept or know-how relating to Teamstudio's business activities.
- 5.3 Teamstudio shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its products or services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Customer's End Users.
6. Taxes: The Fees and any other amounts payable pursuant to the terms and conditions herein are exclusive of all national, state, regional, local municipal or other taxes and fees including, but not limited to, excise, sales, use, property, ad valorem, intangibles, goods and services and value added taxes, customs duties and registration fees, now in force or enacted in the future, and all such taxes and fees, except taxes based on Teamstudio's net worth, capital or net income, shall be paid directly by the Customer, or if paid by Teamstudio, Customer will reimburse Teamstudio for such taxes and fees.
7. Notice: Any notice or other communication given hereunder shall be in writing. Notice shall be considered delivered and effective upon receipt when sent by U.S. Mail, postage prepaid, or certified mail, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice to the other, may change any name or address to which future notice shall be sent.
8. General:
 - 8.1 Customer may not assign any of its obligations, rights or remedies hereunder and any such attempted assignment shall be null and void.
 - 8.2 The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. This Agreement constitutes the complete understanding between the parties with respect to the subject matter herein and supersedes all proposals, all previous negotiations and agreements, written or oral, express or implied, between the parties with respect to the subject matter herein. This Agreement may not be waived, altered, amended or modified except in writing, directly referencing this Agreement, and signed by authorized representatives of both parties.

- 8.3 It is expressly agreed that the parties are acting hereunder as independent contractors. Under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose.
- 8.4 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- 8.5 The obligations of Customer under Sections 2.3, 3, 5 and 8 hereof are of a special and unique character which gives them a peculiar value to Teamstudio and its third-party vendors for which neither Teamstudio nor its third-party vendors can be reasonably or adequately compensated in damages in the event Customer breaches such obligations. Therefore, Teamstudio and its third-party vendors, in addition to other remedies which may be available, shall each be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.
- 8.6 This Agreement shall be governed by the substantive laws of the Commonwealth of Massachusetts, U.S.A., without regard to any conflict of law provisions. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, or by the Uniform Commercial Code, the application of which are expressly excluded. The parties agree that sole jurisdiction and venue for any dispute relating to this Agreement shall be in the courts of Essex County, Massachusetts or the United States District Court for the District of Massachusetts.

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