

## **TEAMSTUDIO® TERMS AND CONDITIONS FOR QUOTES AND ORDERS**

**Quotations and Orders:** Quotations are valid only for the period of time specified in the Quotation. Orders are not binding on Teamstudio until accepted by us. Orders are subject to the applicable Teamstudio Software License Agreement(s) which are hereby incorporated and which may be found at www.teamstudio.com/licensing. Any Quotation as well as our Invoice and Software License Agreement constitute the entire agreement between you and Teamstudio, and supersede any previous communications, representations or agreements between us, whether oral or written, regarding transactions for purchases of Teamstudio Products or Services. Your additional or different terms and conditions shall not apply. Your purchase of our products or services shall constitute your acceptance of our Agreements as referenced, herein.

**HCL Software Licenses:** In the case of quotes for HCL Software licenses, upon acceptance, the software will be licensed by HCL Software directly to the customer, and customer will be subject to HCL Software's terms, conditions and license agreement, which are available at https://www.hcltechsw.com/wps/portal/resources/master-agreements, and which are hereby incorporated by reference. Teamstudio acts only as a reseller of HCL Software in this transaction.

**Payment:** Payment of invoices shall be made by credit card, wire transfer, or other prearranged payment method, unless credit terms have been agreed to by us. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. All overdue invoices will be subject to interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment was due until payment is made. In addition, you agree to pay Teamstudio's cost of collecting any past-due amounts for Teamstudio products and services, including but not limited to, reasonable attorneys' fees and costs.

**Taxes:** Product prices may not include state, local or national sales, use, valued added or other taxes. Customer shall be responsible for payment of any such taxes, if applicable.

**Product Delivery:** Teamstudio does not ship physical products. Details necessary for you to download and use the purchased Products will be sent to you by Teamstudio via email. You are responsible for providing us with a valid email address for delivery purposes. The Products shall be deemed delivered to you on the date when we email you download instructions.

**Teamstudio Assistance Programs:** If you are purchasing a package of assistance hours, the hours must be used within twelve months of purchase or otherwise they expire.

Some Teamstudio products are licensed for a term which renews automatically. For those products, your license shall automatically renew at the end of the term and we shall invoice you for one (1) additional year if you do not notify us in writing at least thirty (30) days before expiration of the term of your intent not to renew. If you do not renew, your license to use our products shall terminate at the end of the term.

Last Updated: October 2019