



TERMS OF SERVICE

Effective Date: October 14, 2020

These terms of service (these “Terms”) governs your use of our internet-hosted time, billing, and project management software, professional information and news, and outsourced legal billing services (collectively, the “Service”). “TimeSolv” or “we” or “us” or “our” means TimeSolv Corporation, a Minnesota corporation. “You” or “your” means the entity or person indicating acceptance of these Terms or using the Services.

BY ACCEPTING THESE TERMS, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY ACCESSING AND USING THE SERVICE, YOU AGREE TO THESE TERMS.

1. USE OF THE SERVICE

1.1 Use of the Service. Subject to the terms and conditions of these Terms, we grant you a limited, worldwide, non-exclusive, terminable, non-transferable right during the term of these Terms to use the Service solely in connection with your internal business operations. Your rights to use the Service are subject to any limitations on use of the Service (e.g., applicable user limits or other licensing metrics) based on the plan you purchased or as may be identified in the applicable ordering document or webpage incorporating these terms (collectively, the “Scope Limitations”) and your rights to use the Service are contingent upon your compliance with the Scope Limitations and these Terms. You are solely responsible for your conduct, activity occurring under your and your users’ accounts, any data uploaded into the Service or otherwise provided for processing by the Service (collectively, “Your Data”), the content of Your Data and legality and means by which you acquired it, and all communications with others while using the Service. You acknowledge that we may, but have no obligation to, monitor any information on the Service. We are not responsible for the availability, accuracy, appropriateness, or legality of Your Data or any other information you may access using the Service.

1.2 Acceptable Use. Except as otherwise explicitly provided in these Terms or as may be expressly permitted by applicable law, you will not, and will not permit or authorize third parties to: (a) rent, lease, or, except as explicitly set forth in these Terms, otherwise permit third parties to use the Service; (b) use the Service to provide services to third parties as a service bureau or in any way that violates applicable law; (c) circumvent or disable any security or other technological features or measures of the Service, or attempt to probe, scan or test the vulnerability of a network or system, or to breach security or authentication measures; (d) upload or provide for processing any information or material that is false, misleading, illegal, defamatory, offensive, abusive, obscene, or that violates privacy or intellectual property rights of any third party; (e) use the Service to harm, threaten, or harass another person or organization; (f) send, store, or distribute any viruses, worms, Trojan horses, or other disabling code or malware component harmful to a network or system; (g) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, access, retrieve, index, “data mine”, or in any way reproduce or circumvent, avoid, bypass, remove, or deactivate the navigational structure or technical measures or presentation of the Services or its contents; (h) attempt to probe, scan or test the vulnerability of the Services or any of our systems or network or breach any security or authentication measures; or (i) use, display, “frame” or “mirror” any part of the Services, our names, any of our trademarks, logos or other proprietary information, or the layout and design of any page or form contained on a page, without prior written authorization from us. You will not copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Service or its underlying software. You will neither alter nor remove any trademark, copyright notice, or other proprietary rights notice that may appear in any part of the Service and will include all such notices on any copies.

1.3 Accounts. You choose, in your sole discretion, authorized users of your account and you provide and assign usernames and passwords to any such users. In issuing usernames and passwords you accept full responsibility for safeguarding your account and protecting it from unauthorized access, including without limitation, terminating the access of those parties whom you no longer wish to have access to your account, e.g., terminated employees. You agree to inform each authorized user that, as your agent, each is bound by these Terms, as the same may be amended and supplemented from time to time.

1.4 Beta Versions. From time to time, we may make available for you to try, at your sole discretion, certain functionality related to the Service, which is clearly designated as beta, pilot, limited release, non-production, or by a similar description (each, a “Beta Version”). Beta Versions are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. We may discontinue Beta Versions at



any time in our sole discretion and may never make them generally available. We have no liability for any harm or damage arising out of or in connection with a Beta Version.

1.5 Service Availability. We will attempt to provide the Services at all times, except for periods for maintenance and repair or in the case of emergencies or outages. TimeSolv will post notice of periodic interruptions of the Services or “maintenance windows” from time to time to perform such activities and no reduction of payments will be made in the case of such temporary interruption of Services or “maintenance windows” previously posted. In the event of a temporary interruption in Services that is outside of such “maintenance windows” and TimeSolv determines it was caused by a failure in TimeSolv’s Services or Software or servers or network connections, TimeSolv may issue credits, to be used against future service fees, in an amount equal to the pro rata portion of any fees that may have been paid by you for the portion of the Services not furnished to you as a result of such interruption in Services, provided that you acknowledge that actual service coverage, speeds, locations and quality may vary and the Services may be subject to unavailability for a variety of factors beyond our control including, without limitation, emergencies, third-party service failures, equipment upgrades, transmission errors, distributed denial of service and other network or third party attacks, equipment or network problems or limitations, atmospheric or environmental interference, signal strength, public utility failures, and other force majeure events, and therefore the Services may be interrupted, limited or curtailed. Delays or omissions may occur. You are responsible for making Your Data available that is necessary for us to provide the Service, and we are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Services or communications services or networks. We may impose usage or Services limits, suspend the Services, or block certain kinds of usage in our sole discretion to protect users, data, our systems, or the Services.

2. BILLING SERVICES

2.1 General. You may contract with us to perform certain outsourced legal billing services (“Billing Services”). Personnel handling accounts for purchasers of our Billing Service are trained to protect the confidentiality and accuracy of data uploaded to TimeSolv and used to edit billing entries and prepare invoices. They are also contractually required to protect the confidentiality of any data to which they have access. You acknowledge and agree that TimeSolv shall not be liable for any damages incurred by you or any third party in connection with any unauthorized access to or disclosure of such information or data resulting from your actions or inactions, or the actions or inactions of a third party, or the failure of electronic or other security measures.

2.2 Your Responsibilities. If you purchase Billing Services, you agree to carefully review and approve, prior to authorizing the issuance of billing invoices, any modifications or additions to billing entries made by TimeSolv personnel as well as the invoices themselves. You will provide assistance, cooperation, information, and data as reasonably necessary to enable us to perform the Billing Services. You acknowledge that our ability to provide Billing Services may be affected if you do not meet your responsibilities as set forth above. You acknowledge that we do not act as a collections agency and will indemnify us against any allegation to the contrary.

3. RIGHT TO RESTRICT OR TERMINATE ACCESS

3.1 Termination. We may deny, suspend, terminate or restrict your access to all or part of the Services without notice in our reasonable discretion.

3.2 Post-Termination Obligations. Following any expiration or termination, you shall immediately cease use of the Services and any license granted to you under any agreement related to your use of the Services shall immediately terminate. Sections 3.2, 6.3, 7, 9, 10, 11, and 12 will survive termination.

4. CHANGE TO THE TERMS. We may add to, change or remove any part of these Terms, at any time without prior notice to you other than listing of a later effective date than the one set forth at the top of these Terms. Such modification shall be effective immediately upon posting a notification within the Services or by contacting you via email at the address you provided. As your next use of the Services may be governed by different Terms, we encourage you to look for a new effective date on these Terms when you use the Services. It is your responsibility to check these Terms periodically for changes. If we make any material changes to these Terms, we will endeavor to provide all registered users with additional notice of any changes, such as at your e-mail address of record or



when you log-in to your account. Your use or continued use of the Services following the posting or notice of any changes to these Terms shall constitute your acceptance of the changed Terms.

5. FEES

5.1 General. You agree to pay all subscription, service and use fees, if any, that TimeSolv charges you for any of the Services. Such fees will be posted on TimeSolv's website and may be changed by TimeSolv at any time and from time to time by providing you with 30 days prior notice. By giving us your payment information (e.g. credit card information, bank account information), you are expressly giving us permission to charge you for all fees incurred in connection with your account. You acknowledge that we may utilize third parties to process payment and consent to such use. You hereby authorize TimeSolv to charge fees, on a monthly basis, directly to your credit card or debit your checking account. Before you can complete enrollment and gain access to the Services, you must complete the payment authorization form. Each time you use the Services, you reaffirm your authorization to TimeSolv to charge your credit card or withdraw funds from your account. TimeSolv will not issue invoices or bills to you.

5.2 Suspend right; Late Fees. If we don't receive timely payment, we reserve the right to suspend or terminate your account. A late charge of the lesser of 1.5% per month or the maximum amount permitted by law will be added to past due accounts until paid in full, and you give us permission to use your payment information to process payment for such accrued and unpaid fees at any time on or after they have accrued. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by us in collecting payment will be paid by you. Credit terms are at our discretion and are subject to change. You are responsible for all taxes associated with your purchase except taxes on our income. You will pay only in United States currency and are not entitled to set off any fees against any other amounts for any reason. We don't issue refunds or pro-rated credits.

6. DATA

6.1 Data Security. TimeSolv shall exercise commercially reasonable care, consistent with companies of similar size and revenues, by implementing means designed to prevent any unauthorized person or entity from gaining access to your registration information, payment authorization information, billing data, user name(s), password(s) and any other personal or company identification numbers that may be assigned to you by TimeSolv. You acknowledge that use of the Service involves transmission of Your Data and other communications over the Internet and other networks, and that such transmissions could potentially be accessed by unauthorized parties. TimeSolv will not disclose any time or billing data or other data about your clients that you enter unless compelled to do so by law. If TimeSolv is ordered to make such disclosure, TimeSolv will use its reasonable efforts both to notify you and to allow you the opportunity to oppose such disclosure. TimeSolv also will not disclose information regarding you or your account with TimeSolv. TimeSolv reserves the right, however, to disclose information about you or your account to appropriate authorities if there is a reasonable basis to believe that there is illegal activity, breach by you of the TOS or in the event of an emergency.

6.2 Your Obligations. You must protect from access or use by unauthorized parties your login name, password, billing data, registration information or payment authorization information, and/or other personal or company identification numbers that TimeSolv assigns to you, and you are solely responsible for any failure to do so. In order to protect the confidentiality of such information, you agree to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by TimeSolv. Until notified otherwise by TimeSolv, you agree to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by TimeSolv and follow TimeSolv's log-on procedures for Services that support such protocols. You acknowledge that TimeSolv is not responsible for notifying you of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet.

6.3 Your Data. Your Data is your property. We use data in accordance with our privacy policies found at <https://www.timesolv.com/privacy-statement/>. You grant us a non-exclusive, worldwide, perpetual, royalty-free license to use, copy, transmit, sub-license, index, store, aggregate, and display Your Data as required to provide or perform the Service, account management and support services, billing purposes, in response to subpoenas or other legal process, and technical services, and to publish, display, and distribute de-identified information derived from Your Data and from your use of the Service for any lawful purposes, including, without limitation, improving our



products and services, developing new products and services, and developing, displaying, and distributing benchmarks, analysis and similar reports, provided that we do so in accordance with all applicable laws.

6.4 Data Retention. TimeSolv shall indefinitely retain billing data for active accounts during their subscription term. Billing data for terminated accounts will be maintained for a period of 14 months from the date of termination of the respective account. You acknowledge and agree that TimeSolv shall have no liability for the deletion or failure to store any billing data transmitted by you or by anyone else to the Services after such period.

6.5 Data Conversion. TimeSolv shall use commercially reasonable efforts to assist with data conversion after receiving email authorization from you. You are required as a prerequisite of data conversion to follow and act on the instructions provided by TimeSolv regarding data extraction from the prior billing software. Best commercially reasonable efforts will be put forward by TimeSolv personnel with no performance guarantees both in accuracy and the time required for conversion. Unless we have agreed with you in a signed writing otherwise, the data conversion services described in this section are subject to payment of TimeSolv's then current standard services rates, even where you have decided to discontinue the conversion process or not use the Services.

7. ADDITIONAL LICENSES; INTELLECTUAL PROPERTY.

7.1 On-Premises Software. Some of the Services may require that you download and install on your owned or operated servers certain of our software, including, without limitation, TimeSolv's TimeSync™ and QuickBooks Sync (collectively, all such software, "Software", and together with the Services, the "TimeSolv Technology"). Subject to the terms hereof, TimeSolv grants you a non-transferable, non-exclusive and terminable right and license to download and use the Software solely in connection with the Services and your internal business operations; provided that you comply with these Terms, including, without limitation, those set out in Section 1.2.

7.2 Reservation of Rights. We retain all right, title, and interest in and to the Service, its underlying technologies, the Software, our trademarks and corporate logos, any product documentation or collateral materials, and all related intellectual property rights in each of the foregoing, including without limitation any modifications, updates, customizations, cards, apps, or other add-ons. Your rights to use the Service and Software are limited to those expressly set forth in these Terms. We reserve all other rights.

7.3 Feedback. The Service may permit you to or you may otherwise submit feedback, user community contributions and comments, technical support information, suggestions, enhancement requests, recommendations, and messages relating to the use and operation of the Service (collectively, "Feedback"). We may freely use any Feedback and you hereby grant to us a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit Feedback without restriction or compensation. You acknowledge that we will not keep any Feedback confidential.

8. DISCLAIMERS. YOUR USE OF THE TIMESOLV TECHNOLOGY IS AT YOUR SOLE RISK. WE DO NOT MAKE ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE TIMESOLV TECHNOLOGY. WE DO NOT WARRANT THAT THE TIMESOLV TECHNOLOGY IS ERROR-FREE OR THAT OPERATION OR USE OF THE TIMESOLV TECHNOLOGY WILL BE SECURE OR UNINTERRUPTED. WE EXERCISE NO CONTROL OVER AND EXPRESSLY DISCLAIM ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF USE OF THE TIMESOLV TECHNOLOGY OR DOCUMENTATION. YOU ARE SOLELY RESPONSIBILITY FOR REVIEWING ALL BILLING ENTRIES, INVOICES AND OTHER DATA ENTERED INTO, USED, GENERATED OR PUBLISHED BY OR THROUGH THE TIMESOLV TECHNOLOGY AND YOU AGREE TO INDEMNIFY AND HOLD TIMESOLV HARMLESS FROM AND AGAINST ANY CLAIM BY YOU OR ANY THIRD PARTY ARISING FROM ERRONEOUS OR OMITTED BILLING ENTRIES, DATA OR INVOICES ENTERED INTO OR GENERATED FROM THE TIMESOLV TECHNOLOGY.

9. INDEMNIFICATION. You agree to defend, indemnify and hold us, our affiliate companies, and each of our respective directors, officers, employees, contractors, agents, successors and assigns harmless from any damages, claim, demand or expenses, including reasonable attorneys' fees, arising out of or relating to (i) any violation of these Terms by you; (ii) Your Data or any other content or material you submit or otherwise transmit through our Services; (iii) your violation of any applicable laws or rights of another; (iv) your negligent or more culpable conduct; or (v) your



use of the Services. We may, at our own expense, elect to assume the exclusive defense and control of any third party claim otherwise subject to defense by you, and if so, you will cooperate with us in the defense and settlement of any claim. You may not settle or compromise any claim subject to this section without our prior written consent in our sole discretion.

10. LIMITATIONS OF LIABILITY

10.1 Disclaimer of Indirect Damages. UNDER NO CIRCUMSTANCES WILL WE, OUR AFFILIATES, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, LICENSORS OR OTHER THIRD PARTY PARTNERS (“TIMESOLV PARTIES”) BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE TIMESOLV TECHNOLOGY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY; INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM PERSONAL INJURY, DEATH, LOST PROFITS, LOST DATA, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, WHETHER DIRECT OR INDIRECT, ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE TIMESOLV TECHNOLOGY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE TIMESOLV TECHNOLOGY.

10.2 Cap on Liability. TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL ANY TIMESOLV PARTIES' TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF (A) TOTAL AMOUNTS PAID BY YOU UNDER THESE TERMS DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM OR (B) FIVE HUNDRED DOLLARS (\$500).

10.3 Claims Period Limitation. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, KNEW OF THE POSSIBILITY, OR SHOULD HAVE KNOWN OF THE POSSIBILITY, REGARDLESS OF HOW SUCH DAMAGES MAY HAVE ARISEN, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH A CLAIM IS BASED. Except for IP Protection Actions and any related actions for monetary damages, you agree any cause of action arising out of or related to the use of our Services must be commenced within one (1) years after the cause of action accrues, or such action will be permanently barred.

11. ARBITRATION AGREEMENT

11.1 Mandatory Arbitration; Exceptions and Opt-Out. You agree that any dispute, claim or controversy arising out of or relating to these Terms or the Services (collectively, “Disputes”) will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an “IP Protection Action”). The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in the County of Dakota, Minnesota, and each of the parties hereto waives any objection to jurisdiction and venue in such courts. **You acknowledge and agree that you are waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.**

11.2 No Class Actions. Further, unless we otherwise agree in a writing signed by an authorized representative, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. If a decision is issued stating that applicable law precludes enforcement of any limitations set forth in this agreement to arbitrate on the right to arbitrate claims on a class or representative basis, or as part of a consolidated proceeding, as to a given claim for relief, then that claim (and only that claim) must be severed from the arbitration and brought in the state or federal courts located in County of Dakota, Minnesota. All other claims will be arbitrated.

11.3 Rules. The arbitration will be administered by the *American Arbitration Association* (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Arbitration Agreement” section. (The AAA Rules are available



at <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

11.4 Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. AAA provides a general form for a Demand for Arbitration and may provide a separate form for Demand for Arbitration for residents of a particular state, such as California. The arbitrator will be either a retired judge or an attorney licensed to practice law with at least 15 years of experience and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

11.5 Arbitration Location and Procedure. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that are submitted to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

11.6 Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law. We will not seek, and hereby waive all rights we may have under applicable law to recover, attorneys' fees and expenses if we prevail in arbitration.

11.7 Fees. Your and our responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

11.8 Changes. Notwithstanding anything to the contrary in these Terms, if we change this "Arbitration Agreement" section after the date you accepted these Terms or access our Services, you may reject any such change by sending us written notice (including by email to admin@timesolv.com within 30 days of the date such change became effective, as indicated in the "Effective Date" listed at the beginning of these Terms or in the date of our email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and us in accordance with the provisions of this "Arbitration Agreement" section as of the date you accepted these Terms, or accessed our Services.

11.9 Survival. This "Arbitration Agreement" section will survive any expiration or termination of these Terms.

12. CONSENT TO ELECTRONIC COMMUNICATIONS. You agree that TimeSolv may send the following to you by email or by posting them on our website or within the Services: legal disclosures; these Terms; Privacy Policy; future changes to any of the foregoing; and other notices, policies, communications or disclosures and information related to the Services. You agree that TimeSolv may contact you via email, phone, text, or mail regarding your TimeSolv the Services. You consent to receive such communications electronically. You agree to update your contact information to ensure accuracy. Your consent to conduct actions electronically covers all interactions between you and TimeSolv.

13. THIRD-PARTY SERVICES.

13.1 Integration with Third Party Services. The Services may contain features designed to interoperate with products, applications, or services not provided by us (each, a "Third Party Service"). To use such features, you may be required to obtain access to such Third-Party Service from its provider, and may be required to grant us access to your data and/or account(s) on such Third-Party Service. You shall provide, and shall cause the provider of the Third-Party Service to provide, TimeSolv with any reasonably requested information and materials needed to integrate the Third-Party Service with the Services.

13.2 Permissions; Disclaimer. If you choose to use a Third Party Service with the Services, you grants us permission to allow the Third Party Service and its provider to access any data (including, without limitation, Your Data) provided to us in connection with the Services as required for the interoperation of that Third Party Service with the Services. We are not responsible for any disclosure, modification or deletion of such data resulting from



access by any Third-Party Service or its providers or partners. Any acquisition by you of a Third-Party Service, and any exchange of data between you and any Third-Party Service or its provider or partners, is solely between you and the applicable third-party provider. We do not warrant or support Third Party Services or other third-party products or services, whether or not they are designated as operable with the Services or otherwise. We cannot guarantee the continued availability of any Service features that interoperate with Third Party Service, and may cease providing them without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Service features in a manner acceptable to us.

14. GENERAL PROVISIONS

14.1 Access by Competitors. You may not access the Service if you are our direct competitor, except with our prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purpose.

14.2 United States Only; Exports. The Services are intended for use only within the United States and its territories. We make no representation that the Services are appropriate, or are available for use outside the U.S. Those who choose to access and use our Services from outside the U.S. do so on their own initiative, at their own risk, and are responsible for compliance with applicable laws, including, but not limited to, the export and import regulations of the United States and other countries. You agree that use of the Services is subject to the United States Export Administration Laws and Regulations.

14.3 U.S. Government Use. If the Service is licensed under a United States government contract, you acknowledge that the Service is a “commercial item” as defined in 48 CFR 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are defined in FAR Section 2.101 and Section 252.227-7014 of the Defense Federal Acquisition Regulation Supplement (48 CFR 252.227-7014) and used in 48 CFR 12.212 or 48 CFR 227.7202-1, as applicable. You also acknowledge that the Service is “commercial computer software” as defined in 48 CFR 252.227-7014(a)(1). United States government agencies and entities and others acquiring under a United States government contract will have only those rights, and will be subject to all restrictions, set forth in these Terms.

14.4 Relationship. We will be and act as an independent contractor (and not as the agent or representative of you) in the performance of these Terms.

14.5 Assignment and Delegation. You may not assign any of your rights or delegate any of your obligations under these Terms (in whole or in part) without our prior written consent, except in connection with a change of control, merger, or by operation of law. Your assignment or delegation will not relieve you of your obligations under these Terms nor release you of your liability under these Terms. We may voluntarily, involuntarily, or by operation of law assign any of our rights or delegate any of our obligations under these Terms without your consent. Any purported assignment or delegation in violation of this Subsection will be null and void. Subject to this Subsection, these Terms will bind and inure to the benefit of each party’s respective permitted successors and permitted assigns.

14.6 Notices to Us. Any notice required or permitted to be given by you will be effective if it is in writing and sent by certified or registered mail, or overnight courier, return receipt requested, to us at the address listed on our website and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Subsection. Notices are deemed given three business days following the date of mailing or two business day following delivery to a reputable courier.

14.7 Force Majeure. We will not be liable for, or be considered to be in breach of or default under these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond our reasonable control.

14.8 Governing Law. These Terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Minnesota, U.S.A., without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any action outside of the scope of arbitration shall be brought exclusively in courts situated in County of Dakota, Minnesota, and you consent to the exclusive jurisdiction of such courts.

14.9 No Third-Party Beneficiaries. There are no third-party beneficiaries to these Terms.

14.10 Waiver and Modifications. Failure, neglect, or delay by a party to enforce the provisions of these Terms or its rights or remedies at any time, will not be construed as a waiver of the party’s rights under these Terms and will



not in any way affect the validity of the whole or any part of these Terms or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under these Terms will not preclude the enforcement by the party of any other right or remedy under these Terms or that the party is entitled by law to enforce.

14.11 Severability. If any part of these Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms will remain in full force and effect. If any material limitation or restriction on the use of the Service under these Terms is found to be illegal, unenforceable, or invalid, your right to use the Service will immediately terminate.

14.12 Headings. Headings are used in these Terms for reference only and will not be considered when interpreting these Terms.

14.13 Entire Agreement. These Terms, together with the applicable ordering document or webpage incorporating these Terms, contain the entire agreement of the parties with respect to the subject matter of these Terms and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of these Terms.