

Healthcare Consultlink LLC
Service Subscription Agreement

This Service Subscription Agreement (this “Agreement”) is entered into by and between Healthcare ConsultLink LLC (“HCL”) and the person or entity identified on the Order Form (as defined below), referred to herein as “User”. This Agreement sets forth the terms pursuant to which Subscriber will be permitted to use certain of HCL’s web-based and professional services.

WHEREAS, HCL is in the business of providing web-based manuals for home health, hospice and assisted living organizations; and

WHEREAS, User is in the business of providing home health, hospice of assisted living services;

WHEREAS, User desires to purchase from HCL and HCL desires to sell to User the web-based manuals.

WHEREAS, HCL has also agreed to provide the Subscription Services to User (as hereinafter defined);

WHEREAS, User is entering into this Agreement to bind User to the terms and conditions of its subscription relationship with HCL;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

a. “Account” means a unique account created for User to access the Subscription Services.

b. “Add-On Services” means additional services that may be added to the Subscription Services.

c. “Affiliate” means an entity that controls, is controlled by or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

d. “Authorized User(s)” means those of User’s employees and other related personnel authorized to access User’s Account and the Services.

e. “Effective Date” means the date the Order Form is submitted and approved by HCL and this Agreement is accepted by User.

f. “HCL IP” means the Services and any and all intellectual property provided to

User or any Authorized User in connection with the foregoing. For the avoidance of doubt, HCL IP includes Statistical Data and any information, data, or other content derived from HCL's monitoring of User's access to or use of the Services.

g. "Manuals" means the web-based manuals purchased by User and set forth on the Order Form, the content of which may be updated from time to time by HCL.

h. "Mobile Application" means each copy of the HCL mobile application which may become available to User (as upgraded from time to time) downloaded by User and its Authorized Users and installed on a mobile device approved by User for business use.

i. "Order Form" means the online order form setting out the Manuals purchased and specific details of one or more specific Services to be provided to User, which is agreed upon by both parties.

j. "Services" means, collectively, Subscription Services, Add-On Services and any other services provided pursuant to the Order Form or this Agreement.

k. "Subscription Fees" means the agreed upon fees for the Services during the Term set forth in an Order Form.

l. "Subscription Services" means the subscription to use HCL's web-based applications and Mobile Applications (if applicable) to access HCL's online platform and the Manuals and any guides or handbooks provided by HCL relating to the Services.

m. "User Data" means, other than Statistical Data, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of User or an Authorized User through the Services.

2. ACCEPTANCE OF THIS AGREEMENT. BY CLICKING THE "ACCEPT" BUTTON ON HCL'S WEBSITE USER (A) ACCEPTS THIS AGREEMENT AND AGREES THAT USER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENTS AND WARRANTS THAT: (I) USER IS OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF USER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, USER HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF USER AND BIND USER TO ITS TERMS.

3. Sale of Goods. On the Effective Date, HCL shall sell to User and User shall purchase from HCL the Manuals identified on the Order Form at the price set forth on the Order Form and upon the terms and conditions set forth in this Agreement. The Manuals will be delivered to User by electronic download, unless otherwise agreed to by the parties in writing. All Manuals will be deemed accepted upon delivery.

4. Access and Use.

a. Provision of Access. Subject to and conditioned on User's payment of Subscription Fees and compliance with all other terms and conditions of this Agreement, HCL hereby grants User a non-exclusive, non-transferable (except in compliance with Section 14g right to access and use the Services during the Term, solely for use by User and Authorized Users in accordance with the terms and conditions herein. Such use is limited to User's internal business purposes. HCL shall provide to User the necessary network links or connections to allow User to access the Services. User's access to and use of the Services shall be subject to the Terms of Use accepted by User upon entry into HCL's online portal. The Terms of Use are incorporated herein by reference.

b. Authorized Users. User is responsible for managing access to its Account and for all information, data, text, messages or other materials that User and its Authorized Users post or otherwise transmit via the Services. User may permit its Authorized Users to access the Services through its Account, provided that such Authorized Users are using the Services on behalf of User, User ensures that any person or entity using its Account comply with the terms of this Agreement, and that User remains responsible for any action taken using its Account. User acknowledges that use of the Services requires that its Authorized Users register with HCL and create a login and password linked to User's Account. If User grants access to the Services to its Authorized Users, User will be responsible for ensuring that such Authorized Users are not able to access confidential or proprietary information of another Authorized User. User is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by User will be deemed a breach of this Agreement by User.

c. Use Restrictions. User may use the Services solely for its own internal business operations. User shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services; (v) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, or (v) access or use the Manuals in order to build a competitive product or service. HCL shall have the right to terminate this Agreement and any Order Form if HCL reasonably suspects that User or any Authorized User has violated the foregoing restrictions.

d. Reservation of Rights. HCL reserves all rights not expressly granted to User in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to User or any third party any intellectual property rights or other right, title, or interest in or to the HCL IP.

e. Suspension. Notwithstanding anything to the contrary in this Agreement, HCL may temporarily suspend User's and any Authorized User's access to any portion or all of the Services if: (i) HCL reasonably determines that (A) there is a threat or attack on any of the HCL IP; (B) User's or any Authorized User's use of the HCL IP disrupts or poses a security risk to the HCL IP or to any other User or vendor of HCL; (C) User, or any Authorized User, is using the HCL IP for fraudulent or illegal activities; (D) subject to applicable law, User has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) HCL's provision of the Services to User or any Authorized User is prohibited by applicable law; (ii) any vendor of HCL has suspended or terminated HCL's access to or use of any Third-Party Products or products required to enable User to access the Services; or (iii) in accordance with Section 6b (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). HCL shall use commercially reasonable efforts to provide written notice of any Service Suspension to User and to provide updates regarding resumption of access to the Services following any Service Suspension. HCL shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. HCL will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that User or any Authorized User may incur as a result of a Service Suspension.

f. Statistical Data. User acknowledges and agrees that HCL shall have the right to utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any non-personally and non-User identifiable data or information resulting from User and its Authorized User's use of the Services ("Statistical Data"). Statistical Data may be collected by HCL for any lawful business purpose without a duty of accounting to User, provided that the Statistical Data is used only in an anonymized, aggregated form, without specifically identifying the source of the Statistical Data.

g. Compliance with Laws. User and its Authorized Users will use the Services in compliance with all applicable laws and regulations.

5. External Sites. The Services may contain links to, or otherwise may allow User to connect to and use certain third party products, service or software under separate terms and conditions (collectively, "Third-Party Products") in conjunction with the Services. If User decides to access and use such Third-Party Products, User acknowledges that its use of said Third-Party Products is governed solely by the terms and conditions of such Third-Party Products, and HCL does not endorse, is not responsible for, and makes no representations as to such Third-Party Products, its content or the manner in which such Third-Party Products handles User's data. HCL is not liable for any damage or loss caused or alleged to be caused by or in connection with User's access or use of any such Third-Party Products, or User's reliance on the privacy practices or other policies of such Third-Party Products.

6. Fees and Payment.

a. Subscription Fees. User will pay HCL the Subscription Fees specified in each

applicable Order Form for the Services during the Term. If User orders Add-On Services or other additional Services or changes the Services it is receiving, the fees for such additional or changed services will commence on the activation date listed in the Order Form and will be reflected on User's invoice. All amounts payable under this Agreement are denominated in United States dollars, and User will pay all such amounts in United States dollars. Except as otherwise provided in this Agreement, Subscription Fees are non-refundable. There are no refunds or credits for partial months of Services, plan downgrades, or refunds for unused time if User closes its account before the end of the Term.

b. Payment Terms. Unless otherwise specified in the applicable Order Form, User will pay all amounts due within thirty (30) days of the date of the applicable invoice. Any amount not paid when due will be subject to finance charges equal to one and one-half percent (1.5%) of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. User will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by HCL to collect any amount that is not paid when due. Amounts due from User under this Agreement may not be withheld or offset by User against amounts due to User for any reason. In addition to any other remedies available to HCL, the failure of User to pay any amounts when due may constitute sufficient cause for HCL, in its sole discretion, to discontinue, withhold or suspend its provision of Services to User, and any such action shall not be deemed a breach of this Agreement by HCL.

c. Fee Increases. Effective on the first day of the first Renewal Term following the Initial Term, the Subscription Fees for the Services provided hereunder to User by HCL shall increase by four (4) percent per Renewal Term over the immediately preceding Renewal Term.

d. Taxes. All Subscription Fees and other amounts payable by User under this Agreement are exclusive of taxes and similar assessments. User is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by User hereunder, other than any taxes imposed on HCL's income.

7. Term and Termination.

a. Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the initial subscription term specified in the Order Form (the "Initial Term"). This Agreement will automatically renew for additional successive terms equal to the Initial Term unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

b. Termination. In addition to any other express termination right set forth in this Agreement:

- i. HCL may terminate this Agreement, effective on written notice to User, if User: (A) fails to pay any amount when due hereunder, and such failure continues more than 10 days after HCL's delivery of written notice thereof; or (B) breaches any of its obligations under Sections 4c or 8 this Agreement;
- ii. either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or
- iii. either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c. Post-Termination Obligations. If this Agreement or an Order Form is terminated for any reason, User will pay to HCL any fees or other amounts that have accrued prior to the effective date of the termination, any and all liabilities accrued prior to the effective date of the termination will survive, and User will discontinue all use of the Services. Upon termination of this Agreement or any Order Form, HCL shall have the right to remove Subscriber's account information and account settings after thirty (30) days, and User will not be able to recover this data or content (except that content stored/published to third-party websites, that data will remain on said third-party websites pursuant to those website's terms and conditions).

d. Survival. This Section 7d and Sections 1, 6, 8, 9, 10, 11, 12 and 14 shall survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

8. Confidential Information. From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving

party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and the receiving party shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

9. Intellectual Property Ownership.

a. HCL IP. User acknowledges that, as between User and HCL, HCL owns all right, title, and interest, including all intellectual property rights, in and to the HCL IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

b. User Data. HCL acknowledges that, as between HCL and User, User owns all right, title, and interest, including all intellectual property rights, in and to the User Data. User hereby grants to HCL a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the User Data and perform all acts with respect to the User Data as may be necessary for HCL to provide the Services to User, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display User Data incorporated within the Statistical Data.

c. Feedback. If User or any of its employees or contractors sends or transmits any communications or materials to HCL by mail, email, telephone, or otherwise, suggesting or recommending changes to the HCL IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), HCL is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. User hereby assigns to HCL on User's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and HCL is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although HCL is not required to use any Feedback.

10. Warranty Disclaimer.

a. HCL does not make any representations or guarantees regarding uptime or availability of the Services.

b. THE SERVICES AND HCL IP ARE PROVIDED "AS IS" AND HCL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. HCL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. HCL MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, HCL IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET USER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

c. **HCL does not provide medical advice.** The Manuals are presented in a summary fashion, and are intended to be used for informative purposes only. No assurance can be given that the information contained in the Manuals will always include the most recent findings or developments. Any information in the Manuals is not intended to be, should not be interpreted as, or used as a substitute for, medical advice or a diagnosis of any health or fitness problem, condition or disease; or a recommendation for a specific test, doctor, care provider, procedure, treatment plan, product, or course of action. HCL shall not be responsible for any health care services provided by a User, and a User shall, if appropriate, maintain medical liability and malpractice insurance which, in his/her/its own judgment, is sufficient to cover the provision of his/her/its services, including those using any manuals, data, reports or other information derived from, or provided under, this Agreement.

d. HCL does not provide legal, business or tax advice. None of HCL's representatives are lawyers and they also do not provide legal, business or tax advice. The accuracy, completeness, adequacy or currency of the Manuals is not warranted or guaranteed. HCL's Manuals are not substitutes for the advice or services of an attorney. HCL recommends you consult a lawyer or other appropriate professional if User want legal, business or tax advice. HCL strives to keep its Manuals and content and documents accessed through the Services accurate, current and up-to date. However, because the law changes rapidly, HCL cannot guarantee that all of the information in the Manuals, on its website and online portal and the Services is completely current. The law is different from jurisdiction to jurisdiction, and may be subject to interpretation by different courts. HCL's Manuals and Services are not intended to create any attorney-client relationship, and User's use of the Manuals and Services does not and will not in any circumstance create an attorney-client relationship between HCL and User.

11. **Indemnification.** User shall indemnify, hold harmless, and, at HCL's option, defend HCL from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) incurred by HCL arising from, based upon, related to, or associated with User's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a

manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by HCL or authorized by HCL in writing; (iv) modifications to the Services not made by HCL, or (v) use of or reliance on any Manuals, provided that User may not settle any claim against HCL unless HCL consents to such settlement, and further provided that HCL will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

12. Limitations of Liability. IN NO EVENT WILL HCL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER HCL WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL HCL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO HCL UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. Mobile Terms. Use of a Mobile Application requires a mobile device that is compatible with the mobile service. HCL does not warrant that any Mobile Application it provides for use as part of the Services will be compatible with any mobile device. User acknowledges that HCL may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications. User consents to such automatic upgrading. Standard carrier data charges may apply to use of the Mobile Applications.

14. Miscellaneous.

a. Entire Agreement. This Agreement, together with the Order Form, Terms of Use any other documents incorporated herein by reference and all related exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; (ii) second, any other documents incorporated herein by reference.

b. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) must be in writing and addressed to the parties at the addresses set forth in the Order Form or on HCL’s website (or to such other address that may be designated by the party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving party; and (ii) if the [arty giving the Notice has complied with the requirements of this Section.

c. Force Majeure. In no event shall HCL be liable to User, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond HCL’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

d. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

e. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

f. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in Brazos County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

g. Assignment. User may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of HCL. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

h. Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. User shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. User shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

i. Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 8 or, in the case of User, Section 4c, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.