

OnPage Corporation

SERVICE AND LICENSE AGREEMENT

Updated 1.1.2020

THIS SERVICE TERMS OF USE IS A LEGAL AGREEMENT BETWEEN YOU OR THE COMPANY YOU REPRESENT (“YOU” OR “YOUR”) AND ONPAGE CORPORATION (“US,” “WE” OR “OUR”). BY ACCEPTING THIS TERM OF USE YOU AGREE TO BE BOUND BY ITS PROVISIONS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF USE ON YOUR (AND YOUR COMPANY’S) BEHALF. IF YOU DO NOT AGREE WITH THE TERMS OF USE, YOU SHOULD NOT INDICATE ACCEPTANCE AND MAY NOT USE THE SERVICES.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

Use of the Service: The OnPage “Service” is a cloud based application and platform for Incident Alert management, Paging, and Secure Messaging. An “Incident” is an event that triggers the Service to alert your personnel using certain Contact Information. You must configure the Service for us, provide and maintain accurate Contact Information, follow proper procedure in communicating alerts and triggering events. “Contact Information” means the OnPage ID, name, email addresses, telephone number, and other required information of your personnel that you want the OnPage Service to alert in the event of an Incident and who have consented to receive such messages via the Service (each a “Contact Person”). You will need to designate individuals authorized to maintain the Contact Information, configure the Service for handling Incidents, and receive reports from the Service (each a “User”). OnPage may suspend or terminate your use of the Service at any time if you breach any terms of these Terms of Use, including without limitation failing to pay Fees.

1. **Subscription Terms:** Subject to payment of all Fees and the terms and conditions of these Terms of Use, we hereby grant you a limited, non-exclusive, and nontransferable right during the Term (as defined below) of these Terms of Use to use the Service only in accordance with the Documentation, solely for your internal purposes. **You must purchase a subscription for each User that will access the Service.** If more than the permitted number of Users access the Service you will be charged the applicable Fees for the excess Users. You may add Users from the Service web console as needed, subject to paying applicable additional Fees. **User subscriptions cannot be shared or used by more than one (1) User but may be reassigned to a new User replacing a person who no longer requires access to the Service.** You are solely responsible for selecting secure User passwords, changing passwords frequently, maintaining the confidentiality of User logons and passwords, and restricting access to the Service. We assume no responsibility for damage or loss arising from unauthorized access to the Service and your account due to your failure to protect your account through proper maintenance of User logons and passwords.
2. **Trial Period:** You may use the Service for a Seven (7) days trial period, solely for evaluation purposes, starting on the date that You registered with the OnPage Service and accepted this Agreement without charge or further commitment. *The* Service will automatically cease functioning at the end of the trial period unless You supply Your credit card or other payment information and purchase a subscription to the Service.

3. **Fees:** The OnPage and Services shall be provided under this Agreement in consideration for payment pursuant to pricing currently listed on the OnPage website. OnPage reserves the right to increase Fees one time per Calendar year, without notice.
4. **Payment Terms:** Customer's periodic bill will reflect the rates in effect under the applicable price plan at the time charges are incurred, plus any other charges that apply. Payment is due fifteen (15) days from the date of invoice. If Customer defaults, OnPage may: (a) disconnect the Customer from the Services, and/or (b) be entitled to a judgment against Customer. Customer shall pay all reasonable costs of collection, including payment of attorneys' fees and court costs. These remedies shall be cumulative and in addition to any other remedies to which OnPage is entitled at law or equity. Customer waives any billing errors if Customer does not notify OnPage of such errors in writing within thirty (30) days from date of the charge containing such error.
5. **Term: This Agreement takes effect upon acceptance by Customer and shall remain in force for an initial period of 12 months ("Initial Period"). Upon the lapse of the Initial Period, the Agreement shall automatically renew for additional 12 month period (collectively, the "Term") and unless terminated by either you or OnPage by delivering to the other party of a 30-day prior written notice, shall continue to automatically renew for 12 month periods.**
6. **Termination:** A non-breaching party hereto may terminate this Agreement if the other party commits a material breach of any term or condition of this Agreement and fails to cure such breach within a seven (7) day period after receiving notice of such breach. In the event that Customer terminates service hereunder before the lapse of the Initial Period other than for good cause acceptable on OnPage, then Customer shall pay **\$65.00 per unit** to OnPage for each such termination as an early termination fee. OnPage reserves the right to terminate the Agreement (or suspend Services) immediately and without notice to Customer should it determines that Customer misuses the OnPage or Service in a manner that could negatively impact OnPage's network, brand or reputation.
7. **Refund Policy:** (i) Termination by Customer: In the event that Customer terminates service hereunder before the lapse of the Initial Period other than for good cause reasonably acceptable by OnPage, then Customer shall only be entitled to a refund of the amount paid or owed to OnPage per unit in excess of sixty five dollars (US\$65).

(ii) Termination by OnPage: In the event that OnPage terminates services hereunder pursuant to Customer's Material Breach, Customer shall not be entitled to a refund, in whole or in part, of any amounts paid hereunder. In the event OnPage terminates services hereunder for any other cause that does not constitute a Material Breach, Customer shall receive a pro rata refund of any prepaid license fees.

(iii) End of Term: If OnPage or Customer terminate this Agreement at the lapse of the Initial Period, or at the lapse of any renewal period as set forth in Section 5 of this Agreement, Customer shall not be entitled to a refund, in whole or in part, of any amounts paid hereunder
8. **Privacy:** OnPage is committed to respecting the privacy and the confidentiality of the personal data of Customers. By submitting personal data to OnPage, including without limitation Customer's names, and e-mail addresses, Customers consent to the collection, processing, and transmission of such data by OnPage for the purposes of OnPage's internal

use, such as billing requirements. The Privacy Policy at www.onpage.com sets out how OnPage may use personal data of Customers. OnPage reserves the right to modify its privacy policy at <http://www.OnPage.com/Privacy-Policy.html> from time to time in its discretion. Continued use of the Services by Customer will constitute consent to such modifications.

9. Limitation of Liability: OnPage shall not be liable to Customer, its employees, agents, or any third party for injuries to persons or property arising from Customer's use of the Services, the OnPage (or related software), or for any error or defect in the Services of OnPage (or related software). Furthermore, OnPage shall not be liable for the installation or maintenance of the Services. OnPage's performance hereunder shall be excused if affected by equipment failure, acts of God, strikes, severe weather conditions, fire, riots, war, earthquakes, equipment or facility shortage or any other event or causes beyond OnPage's reasonable control. IN NO EVENT SHALL ONPAGE BE LIABLE FOR ANY PERSONAL INJURY, FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DAMAGES FOR INTERRUPTION OF BUSINESS, LOST DATA, LOST PROFITS, OR THE LIKE) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHER THEORY, EVEN IF ONPAGE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF ONPAGE ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID TO ONPAGE BY CUSTOMER UNDER THIS AGREEMENT. IN NO EVENT SHALL ONPAGE BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING OUT OF THE USE OR ATTEMPTED USE OF EMERGENCY SERVICES, NOR SHALL ONPAGE BE LIABLE FOR THE INABILITY TO ACCESS EMERGENCY SERVICE. ONPAGE SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR ANY END USER FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF THE SOFTWARE OR SERVICE. OnPage shall have no liability for violation of any patent, copyright, trademark or trade secret or for violation of any license or franchise arising out of or resulting from (a) the use of the Services or software in combination with any other product or service not supplied or recommended by OnPage, or (b) modification of the Services or software by, or on behalf of Customer.

10. Disclaimer of Warranties: (A) THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND ON "AS AVAILABLE" BASIS. ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, ACCURACY OR COMPLETENESS, SATISFACTORY QUALITY, AND QUIET ENJOYMENT, OR OTHER WARRANTIES OR CONDITIONS ARISING BY STATUTE, OPERATION OR LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE ARE HEREBY DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO USER. ONPAGE DOES NOT WARRANT THAT THE USE OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THIS WARRANTY DISCLAIMER IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN CUSTOMER AND ONPAGE. ONPAGE WOULD NOT PROVIDE THE SOFTWARE OR SERVICES ABSENT SUCH DISCLAIMER. NO REPRESENTATIONS OR WARRANTIES ARE MADE BY ANY OF ONPAGE'S LICENSORS UNDER OR BY VIRTUE OF THIS AGREEMENT; (B) CUSTOMER ACKNOWLEDGES AND AGREES THAT ONPAGE AND ITS LICENSORS CANNOT TRANSMIT DATA VIA THE SOFTWARE IF THE CUSTOMER'S HANDHELD DEVICE

IS UNREACHABLE (E.G., OUT OF CELLULAR COVERAGE, POWERED OFF, ETC.); (C) CUSTOMER ACKNOWLEDGES AND AGREES THAT WIRELESS COMMUNICATIONS ARE, BY THEIR NATURE, NOT FAIL PROOF. ONPAGE DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE SOFTWARE AND SERVICES IN MISSION-CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS, COMPLIES WITH LAWS, RULES, REGULATIONS AND PROCEDURES APPLICABLE TO THE USE OF CELLULAR SERVICES IN SUCH ENVIRONMENTS.

11. Intellectual Property: Any and all IP Rights, including patents, copyright, trademark, trade secrets, and other IP rights, in the OnPage website, OnPage and related software and documentation are and shall remain at all times the exclusive property of OnPage and/or its licensors. Except for the limited rights granted in this Agreement, Customers do not acquire hereby any IP Rights in the OnPage and related software, the Services or any relevant documentation. Customers will not take any action to jeopardize, limit or interfere with OnPage's IP Rights. In this Agreement, the term "IP Rights" means (i) patents, pending patent applications, designs, trade marks and trade names (whether registered or unregistered), copyright and related rights, database rights, know-how and confidential information; (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognized in the future; and (iii) applications, extensions and renewals in relation to any such rights.

12. Relations of the Parties: Both parties agree and understand that the services performed under this Agreement are performed by OnPage as an independent contractor and not as an employee of the Customer.

13. Customer's Undertakings: Customer (i) will use OnPage website, OnPage and related software and Service only in accordance with this Agreement and the relevant documentation; (ii) will ensure that any information that Customer provides to OnPage is true, accurate, current and complete; (iii) will not use or permit any other person to use the OnPage or related software or Service to transmit harassing, inciting, abusive, libelous, illegal or deceptive messages or information, or unsolicited email, junk mail, "spam," or chain letters, or promotions or advertisements for products or services, or messages or information that constitute IP Rights or other intellectual property infringement, breach of privacy or publicity rights, or moral or attribution rights, or messages or information that knowingly include software viruses, Trojan horses, worms, vandals, spyware and any other malicious applications; (iv) will not use or permit any other person to use the Site, Software or Services to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts; (v) will not sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to OnPage website, OnPage or related software or its entitlement to use the Services; (vi) will not undertake, cause, permit or authorize the modification, creation translation, or creation of any other derivative work, reverse engineering, decompiling, disassembling or hacking of Onsite website, OnPage or related software or any part thereof except to the extent permitted by law. Customer shall not copy or otherwise reproduce, reverse engineer, decompile, or permit any third party to use, copy or otherwise reproduce, all or any part of OnPage or related documentation except as expressly authorized in advance by OnPage.

14. Confidentiality: Customer acknowledges and agrees that OnPage developed the OnPage at considerable time and expense. OnPage and related software and documentation are

confidential to and contain trade secrets of OnPage. Customer and its employees and contractors shall maintain OnPage and related software and documentation in strict confidence and shall not use it for any purpose other than as explicitly approved by OnPage. Customer acknowledges that OnPage would suffer irreparable damage in the event of any material breach of these provisions. Accordingly, in such event, OnPage would be entitled to obtain preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity as the result of a breach or threatened breach of this section. The provisions of this Section shall survive termination of this Agreement for any reason.

15. Software and Services availability; Support:

Support Coverage. Support coverage and hours of availability are set forth in the following table:

Coverage Hours	Response Time
9AM to 6 PM; Monday through Friday	Call back within thirty (30) minutes by a qualified support technician
6 PM to 9AM; Monday through Friday; Saturday & Sunday – all day	Call back within two (2) hours by a qualified support technician
Holidays	Call back within four (4) hours by a qualified technician

Response Time Commitments. Vendor shall correct Software errors or service problems as follows:

Error Type	Workaround Resolution	
Failure - The error relates to the complete failure of the System or Software and prevents its use.	4 Hours	2 Days
Critical Function - The error (i) adversely affects the operation of the Server or Software or (ii) creates a significant loss of functionality in the daily operation of a single module of the Software and in which case for either (i) or (ii) produces inaccurate information used in the direct delivery of patient care.	8 Hours	15 Days
Major Function - The error (i) adversely affects the operation or use of the Server or Software or (ii) creates a significant loss of functionality in the daily operation of a single module of the Software and in which case for either (i) or (ii) does not produce inaccurate information used in the direct delivery of patient care.	2 Days	Next minor release
Performance – The error significant impairs the performance of the Server or Software, but the does not prevent the use of the System or Software.	5 Days	Next Major Release
Minor - The error creates a loss of functionality or impairs performance in the daily operation of a single module of the System or Software but does not produce inaccurate information used in the direct delivery of patient care.	30 Days	As Appropriate

16. HIPAA Compliance. Vendor agrees that to the extent that Vendor has access to patient information, Vendor shall comply with HIPAA Business Associate terms and conditions

17. Indemnification: Customer shall defend, indemnify, and hold harmless OnPage, OnPage's licensors, successors, affiliates, agents and assigns (each an "OnPage Indemnified Party") from any claims, damages, losses, or expenses (including attorneys' fees and costs) incurred by any OnPage Indemnified Party in connection with all claims, suits, judgments and causes of action (i) for infringement of patents or other intellectual property or proprietary rights arising from combining with or using any device, system or service in connection with the software licensed hereunder or any portion thereof, (ii) for damages arising from Customer's breach of this Agreement, (iii) for libel, slander, defamation or infringement of any third party IP Right with respect to material transmitted by Customer using the OnPage software or Services. No remedy herein conferred upon OnPage is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall be cumulative.

Each party agrees to be responsible for any personal injury or property damage caused by negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

18. Software and Services availability; Support: The availability and functionality of the OnPage and Service depend on various factors and elements, including software, hardware and communication networks that are partially provided by third parties. These factors are not fault free. OnPage makes all reasonable efforts and takes appropriate measures to make sure that the OnPage and Service operate properly. However, OnPage does not warrant or guarantee that the OnPage and Service will operate without disruption, errors or interruptions, or that they will be accessible or available, timely and accurate at all times. Accordingly, OnPage guarantees the following availabilities of the Services that are under its control. OnPage agrees to the following penalties related to unscheduled down time.

Uptime	Penalty
Less the 99.5% but Greater than 97.5% for any quarter (each 12-month period starting from the effective date of the agreement).	1 Month of free service added to the end of your yearly service term
Less the 97.5% but Greater than 95.0% for any quarter (each 12-month period starting from the effective date of the agreement).	3 Months of free service added to the end of your yearly service term

19. Assignment: OnPage may assign its rights and obligations under this Agreement in the event of a corporate restructuring, merger, or sale of the OnPage line of business. Customer may assign its rights or obligations under this Agreement with the prior consent of OnPage, not to be unreasonably withheld. Any assignment by Customer without OnPage's prior written consent shall be null and void and of no effect. **17. Notices:** All notices required under this Agreement will be given by certified mail, return receipt requested, with a copy by electronic e-mail (with confirmation of receipt), to the parties' respective addresses set forth below or such other address as a party may notify the other in accordance with this provision. Such notice will be deemed effective on the earlier of (a) 24 hours after e-mail transmission, or (b) the start of business of the next non-holiday weekday following e-mail transmission.

If to OnPage: to the address shown on www.OnPage.com; and
If to Customer: to the address of record maintained by OnPage.

20. Force Majeure: Notwithstanding any other provision of this Agreement, OnPage shall not be deemed in default of this Agreement for failure to fulfill its obligations when due to causes beyond its reasonable control.

21. Export Restrictions: The OnPage software may be subject to international rules that govern the export of software. Customer shall comply with all applicable international and national laws that apply to the Software as well as end-user, end-use and destination restrictions issued by national governments.

22. No Waiver: Waiver by Customer or OnPage of any default by the other party shall not be deemed a continuing waiver of such default or a waiver of any other default.

23. Survival: The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties shall so survive the expiration or earlier termination of the term of this Agreement.

24. Governing Law: This Agreement will be construed under the laws of the Commonwealth of Massachusetts, excluding any body of law governing conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement.

25. Dispute Resolutions: Any disagreement or dispute arising out of or relating to this Agreement, or the breach thereof which the parties are unable to resolve after good faith negotiations, shall be submitted first to the upper management level of the parties. Customer and OnPage, through their respective upper management level representatives shall meet, either face-to-face or online, within thirty (30) days of the dispute being referred to them. If such upper management level representatives are unable to resolve such disagreement or dispute within thirty (30) days of meeting, such disagreement or dispute shall be exclusively settled by final and binding arbitration to be conducted at a mutually agreeable location in accordance with the Commercial Rules of the American Arbitration Association. Customer and OnPage shall each appoint one arbitrator, and the two arbitrators shall jointly appoint a third arbitrator. Customer and OnPage shall each bear one half of the costs associated with the arbitration proceedings.

26. Severability: If a provision of this Agreement is held to be invalid or unenforceable by any court, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather (unless a failure of consideration would result therefrom) the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each party shall be construed and enforced accordingly.

27. Authority: The parties hereby represent that they have full power and authority to enter into and perform this Agreement and know of no contracts, agreements, promises or undertakings that would prevent the full execution and performance of this Agreement.

28. Entire Agreement: This Agreement constitutes the entire agreement between Customer and OnPage with respect to the subject matter hereof. Customer and OnPage may modify this Agreement only in a written instrument executed on behalf of both Customer and OnPage.

29. **Execution of Agreement:** This Agreement may be executed in several counterparts, a copy of which shall be considered an original for all purposes whatsoever.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date stated below:

OnPage Corporation

By: _____

Title: _____

Date: _____

[_____]

By: _____

Title: _____

Date: _____