

# TERMS OF USE

## INTRODUCTION

These Terms of Use form a contract between you and PrimeRevenue, Inc. (“**PrimeRevenue**”) regarding your use of the system and services provided by PrimeRevenue (the “**System**”) at [www.primerevenue.com](http://www.primerevenue.com), or the OpenSci® platform (the “**Website**”). PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING THE SYSTEM YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST NOT ACCESS THE SYSTEM.

As used in these Terms of Use, “you” and “your” refers to both the individual accessing the System (the “**User**”) and to the entity with whom PrimeRevenue associates that individual (the “**Company**”), which has already entered into a separate agreement with PrimeRevenue (the “**Service Agreement**”) regarding Company’s use of the System.

PrimeRevenue may amend these Terms of Use at any time by posting the amended terms on the Website. The amended Terms of Use shall be effective from the date that they are posted.

In the case of any conflict or inconsistency between the terms of the Service Agreement and these Terms of Use (as each may be amended from time to time), the Service Agreement shall prevail. Nothing in these terms of use shall be deemed to vary, amend or supersede the terms and conditions of the Service Agreement between PrimeRevenue and the Company or to waive or affect any claims, rights or obligations that the Company or PrimeRevenue may have.

## I ACCESS TO THE SYSTEM

1. Right to Use. Your use of the System is governed by the Service Agreement. You acknowledge that PrimeRevenue may modify the System from time to time.

(a) Company shall provide to PrimeRevenue and maintain a list of individuals who it authorizes to access the System on Company’s behalf (“**Designated Employees**”). Subject to the remainder of these Terms of Use and the Service Agreement, each Designated Employee may access and use the System using a unique identifier (“**User ID**”) and password (such item, as it may be changed from time to time by Designated Employee, the “**Password**”) issued to Company by PrimeRevenue for the exclusive use of that User. By accessing the System, User represents that User is a Designated Employee of Company at the time User accesses the System.

(b) User will not allow any other individual to use User’s User ID and Password to access the System. Company and User are jointly and severally responsible for maintaining the strict confidentiality of the User IDs and Passwords created for Users.

2. Ownership.

PrimeRevenue retains all right, title, and interest in and to the System, including all software and other intellectual property underlying the System and associated therewith, all derivative works thereof, and in all media, but specifically excluding any materials, intellectual property or information provided by you or other third parties (collectively, “**Member Content**”), all of which shall remain the property of the contributing party. Other than a royalty-free license to use the System during the term of the Service Agreement, nothing contained herein shall be construed as the grant of a license or other right by PrimeRevenue to you of the System or any intellectual property underlying or associated with the System. All of the design, text, graphics and the selection and arrangement thereof included in the System and the Website are protected by the copyright laws of the United States and foreign countries. As between you and PrimeRevenue, the System, the Website and all associated intellectual property rights are owned by PrimeRevenue and its licensors. All rights not expressly granted to you are reserved to PrimeRevenue and its licensors.

3. Termination of Rights.

PrimeRevenue reserves the right to: (a) reject potential Users that do not meet the reasonable rules and requirements established from time to time by PrimeRevenue for use of the System, (b) terminate your access

to and use of the System if you fail to comply with such rules and requirements, permit any unauthorized third person or entity to access and use the System or attempt to assign your rights in violation of these Terms of Use, or (c) interrupt or disable access to and use of all or any part of the System or the Website if necessary to prevent or protect against fraud, hacking, or illegal conduct or otherwise protect PrimeRevenue's personnel or the System, in PrimeRevenue's sole discretion and without notice. If User breaches these Terms of Use, User's right to access and use the System will end automatically with immediate effect.

## II. USE OF THE SYSTEM

1. Permissible Use. You may only access and use the System for your Company's business purposes and shall maintain the confidentiality of the information obtained from the System. Further, in your use of the Website and the System, you may not:

(a) intentionally interfere, disrupt or attempt to gain unauthorized access to other accounts on the System; or

(b) use any device, software or routine, including but not limited to viruses, trojan horses, worms, time bombs and cancelbots with the intention of damaging or hindering the proper working of the System;

(c) take any action that imposes an unreasonable or disproportionate load on PrimeRevenue's infrastructure such as originating spam or launching denial of service attacks; or

(d) use the System to commit an illegal act.

3. Privacy. PrimeRevenue will use information provided by you in accordance with PrimeRevenue's [Privacy Policy](#), which is hereby incorporated into these Terms of Use. You acknowledge that you have no expectation of privacy with respect to the Internet generally.

4. Other Prohibitions. You agree not to reproduce, duplicate, copy, sell, resell or exploit any part of the System or the Website. Links to websites owned and maintained by third parties, or by the U.S. government, may be embedded in the Website. PrimeRevenue is not responsible for those websites and cannot control the privacy policies or the content of those websites. In no event may you remove any copyright or other proprietary notices or legends appearing on the Website.

YOUR UNAUTHORISED OR UNAPPROVED USE OF THE SYSTEM OR THE WEBSITE MAY CONSTITUTE COPYRIGHT INFRINGEMENT AND SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES UNDER DOMESTIC AND INTERNATIONAL COPYRIGHT, TRADE MARK AND OTHER LAWS AND TREATIES.

## III. DISCLAIMER

1. No Warranties. NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY PRIMEREVENUE WITH RESPECT TO THE SYSTEM, THE UNDERLYING SOFTWARE, THE WEBSITE, OR ANY SERVICES PROVIDED BY PRIMEREVENUE, AND SUCH SYSTEM, SOFTWARE, WEBSITE AND SERVICES ARE PROVIDED ON AN "AS IS, WHERE IS, AND AS AVAILABLE" BASIS.

PrimeRevenue does not guarantee to you continuous, uninterrupted or secure access to the Website or the System. The Website or the System may be inaccessible or inoperable from time to time due to equipment malfunction, periodic maintenance or repair, issues with the Internet generally, and other causes beyond the control of PrimeRevenue or which cannot reasonably be foreseen.

2. Limitation of Liability. IN NO EVENT SHALL PRIMEREVENUE OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU (WHETHER IN AN ACTION ARISING FROM CONTRACT OR TORT) FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL OR OTHER INTANGIBLE LOSSES (EVEN IF PRIMEREVENUE HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR USE OF THE SYSTEM.

Please note that some jurisdictions may not allow the above exclusion of implied warranties and liability, so some of the above exclusions may not apply to you.

You acknowledge that PrimeRevenue's ability to offer the System, Website and services on the terms provided herein is premised upon the limitations of liability and the disclaimers of warranties set forth herein, and that all such limitations and exclusions form an essential basis of the bargain between the parties.

#### **IV. MISCELLANEOUS**

1. **Enforceability.** You agree that if any provision of these Terms of Use is found void or unenforceable, including without limitation the above exclusion of implied warranties and liability, this will not affect the validity of the remainder of these Terms of Use, which shall remain valid and enforceable.

2. **Governing Law.** These Terms of Use shall be governed by and construed in accordance with the same law that governs the Service Agreement.

3. **Disputes.** Any legal action or proceeding between PrimeRevenue and you arising out of these Terms of Use, the Website or System shall be exclusively subject to the dispute resolution process set out in the Service Agreement as if you were the Company.

4. **Notice.** Your initial notice address is the name and address provided by you upon registration on the Website. The notice address for PrimeRevenue is PrimeRevenue, Inc., Attn: General Counsel, 600 Peachtree Street, NE, Suite 4400, Atlanta, Georgia 30308. Notices shall be deemed to have been given: (a) if personally delivered to any officer of the party to whom it is addressed, upon actual delivery, (b) if sent by certified or registered mail, the earlier of actual receipt thereof and five (5) days after deposit in the U.S. Mail, (c) if sent by recognized overnight delivery service, upon actual delivery to the notice address, or (d) if sent by telecopier, upon actual delivery to the notice address. Each party may specify a different notice address by providing a notice of such change of address.

5. **Assignment.** These Terms of Use shall be binding on and inure to the benefit of PrimeRevenue, and its respective successors and assigns. You may not assign these Terms of Use or your rights hereunder or delegate performance of your obligations hereunder.

6. **Electronic Execution; Construction.** Your use of the Website shall constitute your acceptance of all terms and conditions of these Terms of Use. Headings of particular sections are inserted only for convenience and are not to be considered a part of these Terms of Use be used to define, limit or construe the scope of any term or provision of these Terms of Use. The term "including" shall be understood to mean "including, without limitation." All terms defined in the singular shall have the same meanings when used in the plural, and vice versa. All pronouns used shall be deemed to cover all genders.

**YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF USE. YOUR USE OF THE WEBSITE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF USE.**

**Effective Date: January 31, 2020**

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