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These terms of service (“Terms”) explain the conditions upon which a business Customer and its authorized representatives (“You”) may access and use a CareAR proprietary SaaS application (“CareAR Solution”), including any services, websites, SMS, APIs, email notifications, applications, ads, and audio and visual service made available by CareAR in connection with a CareAR Solution. You may access and use a CareAR Solution only in accordance with these Terms. If You do not agree with these Terms, You may not use the application. Your use of a CareAR Solution constitutes acceptance of these Terms.

CareAR Solutions use live visual Augmented Reality (AR) and AI interactions, instructions, and insights to enable customers, employees, field workers and others to gain instant access to remote assistance for functions such as troubleshooting, field technician support, and problem-solving communications.

Individuals may not access or use any CareAR Solution for any purpose unless: (i) they have first been authorized as a “**Registered User**” of a business customer (a “**Customer**”) and are the specific individual associated with the username and other identifiers (“**Credentials**”) provided to You to access Your account; (ii) You are using the CareAR Solution as the guest of a business Customer that invited You to access a CareAR Solution and Content (“**Guest**”) and You have accepted the CareAR Privacy Policy and these CareAR Solutions Terms and Conditions; or (iii) You are using the CareAR Solution on a licensed trial/evaluation basis and You have accepted the CareAR Privacy Policy and Free Trial Terms and Conditions .

**If You are an individual using a CareAR Solution as a Registered User or Guest, these Terms apply to You and Your use as an individual acting as an authorized representative on that Customer’s behalf. In addition, if Customer purchased the CareAR Solution from CareAR, Inc., or an affiliate (“CareAR”, “we” or “us”), the use of the CareAR Solution may also be subject to the terms and conditions of a Master Services Agreement. If Customer purchased the CareAR Solution from a CareAR Authorized Reseller, additional terms and conditions between such reseller and Customer may also apply.**

We may revise these Terms from time to time and will notify You if we do. We will try to give You a reasonable amount of time in advance of any modification. This may not always be possible, for example if we have to make changes to meet security, safety, legal, or regulatory requirements.

You may stop using any CareAR Solution and uninstall the application at any time.

**Using a CareAR Solution:** You will be asked to provide true and complete registration details in order to gain access to a CareAR Solution as a Registered User of a Customer’s account. If we believe the details are not correct, current, or complete, we have the right to prevent You from accessing the CareAR Solution, or any of its resources, and to deny access to Your account. You are responsible for all activities that occur using Your Credentials and for all actions taken by Guests that access Your account. You must keep them secret and may not share them with any person. You agree to notify CareAR immediately if You suspect unauthorized use of Your Credentials. CareAR will not be liable for any loss that You may incur as a result of someone else using Your Credentials, either with or without Your knowledge. You may be held liable for any losses incurred by us or another person due to someone else using Your Credentials.

You may not use or access any CareAR Solution unless You are at least the age of legal majority in the applicable jurisdiction. You may not access or use any CareAR Solution in any way which is unlawful or contrary to commonly acceptable standards of good behavior online, and in particular You may not access or use a CareAR Solution to: (i) interfere with the lawful and authorized use by any person other system or program or interfere with any person's lawful business or activities; (ii) engage in bullying, harassment, or abusive behavior, or misrepresent Your identity or intentions, or engage in any fraudulent behavior; (iii) conduct unsolicited advertising or marketing or other activities that violate anti-spam laws, including the Telephone Consumer Protection Act and the Do-Not-Call Implementation Act (or any similar or analogous anti-spam, data protection, or privacy legislation in any other jurisdiction, or make unwanted communications; (iv) collect or harvest information about other people; (v) upload or share any material containing malicious code such as viruses, Trojan horses, or worms, or launch or facilitate any cyber threat to any system (vi) upload or share any material which someone may find offensive (including any libelous or defamatory, discriminatory, explicit, pornographic, or violent material); (vii) upload or share any material which infringes any persons rights (including intellectual property and privacy rights); (viii) violate any law, regulation, guideline or code of practice to which You submit or are subject; (ix) receive, send or otherwise process (a) Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 as amended; or (b) Special Category personal data as referred to in the EU General Data Protection Regulation (as implemented across the EU); or otherwise (x) use or access any CareAR Solution in any way which may subject CareAR to liability. Further, You may not (i) interfere with the lawful and authorized use by any person of any CareAR Solution; (ii) upload any malware to a CareAR Solution or attempt to access any CareAR Solution through unauthorized third party application, (iii) attempt to bypass any security mechanism associated with a CareAR Solution.

**Content:** Audio, video, graphics, images, photos, links, text and other materials or information ("Content") may be submitted, transmitted, shared, uploaded or otherwise provided to or through a CareAR Solution.

**Your Content:** You are solely responsible for any Content provided by or on behalf of You, Your Registered User(s) and Your Guests ("Your Content"). You represent and warrant You have all the necessary rights to allow CareAR to access, reproduce and modify Your Content and to use it as contemplated by these Terms and that the CareAR shall not, by performing any of the foregoing, be obligated to grant any licenses or other rights of any kind in any such Content. You hereby grant to CareAR and its affiliates an unrestricted, royalty-free, non-exclusive, irrevocable license to use, host, transmit, process, store, display, reproduce, publish, export, adapt, edit, modify, translate and distribute such Content to deliver the CareAR Solutions and to enhance and improve the CareAR Solutions and develop new ones. You also grant CareAR the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent necessary to deliver the CareAR Solutions. You agree that the exercise of the foregoing rights shall not result in a substantial modification of Your Content and therefore, shall not result in the creation by CareAR of any derivative works in Your Content and You further agree that in the event the exercise of such rights by CareAR results in the creation of any derivative works by operation of law in any jurisdiction, You hereby immediately and irrevocably assign without condition all right, title and interest You have in such derivative works to CareAR. You agree to indemnify CareAR and its affiliates without limitation from and against all loss, damage, or expense suffered or incurred in connection with any claim alleging that Your Content infringes any third-party rights of any kind.

**Shared Content:** A CareAR Solution may also enable You to share Your Content and/or access and receive Content shared by other users. Upon sharing Content with an authorized user of a CareAR Solution, You grant to that person an unrestricted, royalty-free, irrevocable license to use that Content. We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any Shared Content communicated via any CareAR Solution, or endorse any opinions expressed therein via any CareAR Solution. You must use Your own judgement in using or relying on any Content obtained through a CareAR Solution, and any such use or reliance is at Your own risk.

**CareAR Content:** A CareAR Solution may be used to provide Content (“CareAR Content”) associated with Your Content. You agree that CareAR Content is developed independently by CareAR and is not a “custom” solution or a “work made for hire” and that all right, title and interest in all CareAR Content shall be owned exclusively by CareAR. Subject to these Terms, CareAR grants You a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to use any CareAR Content provided to You via the CareAR Solution solely in connection with Your authorized use of that CareAR Solution. You obtain no other rights in the CareAR Content unless expressly stated herein.

**Your Data:** You understand that through Your use of any CareAR Solution You CareAR will collect, process and use the information regarding Your employees and other individuals authorized to access Your account (“Personal Data”) and other information You provide to us while accessing a CareAR Solution (collectively “Customer Data”). Our Privacy Policy (available at <https://carear.com/privacy-policy/>) and Data Processing Addendum available at <http://carear.com/gdpr-dpa>) describe how we handle Customer Data. As between You and CareAR, You are and shall remain the sole and exclusive owner of all Customer Data, You are and shall remain solely responsible for all Customer Data and You will secure and maintain all rights in Customer Data. You hereby grant to CareAR the right to sub-license the rights in Customer Data to its hosting, connectivity and telecommunications service providers, and You hereby irrevocably grant to CareAR all such rights and permissions in or relating to Customer Data as are necessary for CareAR, its subcontractors, and affiliates to perform CareAR’s obligations and exercise its rights under these Terms. For avoidance of doubt, Customer Data does not include information related to Your use of the CareAR Solution that is used by CareAR in an aggregate and anonymized manner. In the event Customer owns or controls such data by operation of law in any jurisdiction, Customer hereby unconditionally and irrevocably assigns to CareAR all right, title, and interest in and to such data.

You hereby consent to the collection, processing and use of Your Customer Data as set forth in the above referenced documentation, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing, and use by CareAR and its affiliates. The CareAR Solutions are controlled and operated from the United States and international transfers shall be made in accordance with applicable law. If Your consent under this clause is not sufficient under the law applicable to Your Jurisdiction, You shall not access or use any CareAR Solution until You complete the procedure required under the law of Your Jurisdiction for giving consent. By accessing and using any CareAR Solution, You understand and agree that Your Content and Customer Data, if stored by us, will be stored in the United States as set forth in the Privacy Policy and Data Processing Addendum. You also understand that You or other people that You collaborate with can access the CareAR Solution(s) that You access and use (including Your Content and CareAR Content) from outside of the United States and that nothing prohibits the processing of Customer Data outside of the United States.

**Our Technology and Materials:** Each CareAR Solution and materials incorporated into it are protected by copyrights, patents, trade secrets, or other proprietary rights. Some of the characters, logos, or other images incorporated in CareAR Solution are also protected as registered or unregistered trademarks, trade names, and/or service marks owned by CareAR or others. CareAR or its licensors own and shall retain all right, title and interest in and to each CareAR Solution, including all copyright and other intellectual property rights therein and, in using it, You do not acquire any ownership rights. CareAR Solutions may contain third party software components (including open-source software) for which additional terms apply. The current additional terms are available at <https://carear.com/terms-of-service-third-party/>. With respect to such third-party software components, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the third-party software components. You have no right, license, or authorization with respect to any CareAR Solution except as expressly set forth in these Terms or in the applicable third-party license.

Any software we provide You may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through Your device settings. You will not, and will not permit any third-party to directly or indirectly to: (A) misappropriate or infringe CareAR's intellectual property rights; (B) access or use a CareAR Solution in any manner that (i) is not expressly permitted by these Terms and any applicable third-party license agreement (ii) misappropriates, infringes or otherwise violates the intellectual property rights of any third-party, or (iii) or violates any other applicable law; (C) reverse engineer, decompile, disassemble, decode, adapt, disclose or otherwise attempt to derive, gain access to or discover the source code, object code or underlying structure, ideas or algorithms or any portion thereof relating to any CareAR CareAR Solution; (D) copy, modify, translate, or create derivative works of or improvements or modifications to any CareAR Solution or portion thereof; (E) input, upload, transmit, or otherwise provide to or through the CareAR Solution any Content that (i) is injurious, or contains, transmits, or activates any Harmful Code; or (ii) when used pursuant to this Agreement, causes CareAR to misappropriate, infringe or otherwise violate the intellectual property rights of any third-party or (iii) obligates You or CareAR to grant any rights to any third-party; (F) use, distribute or sell a CareAR Solution for the benefit of a third party unless authorized in writing by CareAR; (G) use or view any CareAR Solution for the purpose of developing a product or service competitive to a CareAR Solution; (H) access or use the CareAR Solution unless accessing or using Your account as (1) a Guest or (2) a Registered User using his or her own Credentials; (I) bypass or breach any security device or protection used by the CareAR Solution; or (J) otherwise access or use the CareAR Solution beyond the scope of the authorization granted in these Terms. You consent to our monitoring Your Content as is required by either law or regulation and/or for purposes of providing the CareAR Solution to You but acknowledge that we are not obliged to monitor Your Content or any Content provided by any third-party and that we do not take responsibility for such Content.

**Respecting Intellectual Property; the US Digital Millennium Copyright Act (DMCA):** We respect other's intellectual property rights and expect CareAR Solution users to do the same. We reserve the right to remove Your Content alleged to be infringing without prior notice at our sole discretion and without liability to You. We have adopted the following policy, in compliance with the DMCA, to enable, at our sole discretion, the expeditious removal of infringing material and the termination of repeat infringers' accounts. If You have a good faith belief that Your copyright is being infringed by any Content, please send a written notice of claimed infringement to our Designated Copyright Agent at: CareARLegal@xerox.com including: (i) an electronic signature of a person authorized to act on behalf of the copyright owner; (ii) identification of the copyrighted work that You claim has been infringed; (iii) identification of the material that is claimed to be

infringing and where it is located on the service; (iv) information reasonably sufficient to permit us to contact You, such as Your address, telephone number, and, email address; (v) a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and (vi) a statement, made under penalty of perjury, that the above information is accurate, and that You are the copyright owner or are authorized to act on behalf of the owner.

### **Suspension for Non-Payment**

If any fees owed to us by Customer (or Customer's Reseller) are thirty (30) days or more overdue, we may, without limiting our other rights and remedies, suspend the Customer's service, so long as we have given Customer (or Customer's Reseller) ten (10) or more days' prior notice that its account is overdue. Customer acknowledges and agrees that non-payment of fees owed may result in suspension or termination of services.

**Third Party Charges:** You are responsible for any mobile data charges that You may incur for using CareAR Solution. If You are unsure what those charges may be, You should ask Your service provider before using CareAR Solution.

**Apple App Store:** The following applies to any mobile applications You acquire from the Apple App Store ("Apple-Sourced Software"): You acknowledge and agree that these Terms are solely a matter between You and CareAR, not Apple, Inc. ("Apple"). Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to You; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to CareAR as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of You or any third party relating to the Apple-Sourced Software or Your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to CareAR as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or Your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, CareAR, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and CareAR acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to Your license of the Apple-Sourced Software, and that, upon Your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to Your license of the Apple-Sourced Software against You as a third-party beneficiary thereof.

**Google Play Store:** The following applies to any mobile applications You acquire from the Google Play Store ("**Google-Sourced Software**"): (i) You acknowledge that these Terms are solely a



matter between You and CareAR only, and not Google, Inc. (“Google ”); (ii) Your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where You obtained the Google-Sourced Software; (iv) CareAR, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to You with respect to Google-Sourced Software or these Terms; and (vi) You acknowledge and agree that Google is a third-party beneficiary to these Terms as they relates to CareAR’s Google-Sourced Software.

**No Access to Emergency Services:** CareAR Solution does not provide access to emergency services or emergency services providers (e.g., police, fire department, or hospitals), or otherwise connect to public safety answering points. You should ensure You can contact Your relevant emergency services providers through a mobile, fixed-line telephone, or other service.

**Disclaimer of Warranties:** Your access to and use of CareAR Solution and any Content is at Your own risk. You understand and agree that CareAR Solution is provided to You on an “AS IS” and “AS AVAILABLE” basis. CareAR and its affiliates, officers, directors, employees, agents, representatives, partners, and licensors, to the maximum extent permitted under applicable law, DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHERWISE EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS. Neither CareAR nor any of its affiliates, officers, directors, employees, agents, representatives, partners, or licensors makes any warranty or representation and disclaims all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of CareAR Solution or any Content; (ii) any harm to Your computer system or any other devices used to access or use CareAR Solution, loss of data, or other harm that results from Your access to or use of CareAR Solution or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications via CareAR Solution; and (iv) whether CareAR Solution will meet Your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from CareAR or through CareAR Solution will create any warranty or representation not expressly made herein.

**Limitation of Liability:** EXCEPT TO THE EXTENT PROHIBITED BY LAW OR OTHERWISE PROVIDED IN CUSTOMER’S MASTER SERVICES AGREEMENT WITH CAREAR, CAREAR DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND DOES NOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE) RESULTING FROM ANY USE OF, OR INABILITY TO USE, CAREAR ASSIST OR ANY OTHER SITE, APP OR SERVICE, OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT AVAILABLE THROUGH CAREAR ASSIST OR ANY OTHER SITE, APP OR SERVICE, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF ANY MEMBER OF CAREAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITATION, YOU (AND NOT ANY MEMBER OF CAREAR) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE ARISING THEREIN. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNT OF

FIFTY EUROS (€50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**Authority:** You represent and warrant You are legally authorized to grant the rights contemplated by this Agreement.

**Indemnity:** You agree to indemnify and hold harmless CareAR from and against any and all claims, demands, liabilities, costs or expenses, including reasonable attorney's fees, resulting from Your breach of these Terms, including any of the foregoing provisions, representations or warranties. Further, You agree to indemnify and hold harmless CareAR from and against any and all claims, demands, liabilities, costs or expenses, including reasonable attorney's fees, resulting from the placement or transmission through Your account of any information onto CareAR's or our third-party partner's servers and/or from any and all use of Your Credentials.

**Release:** If You have a dispute with one or more users, You release CareAR from claims, demands, liabilities, costs, or expenses and damages (actual and consequential of every kind and nature, known and unknown, arising out of or in any way connected with such disputes). In entering into this release, You expressly waive any protections (whether statutory or otherwise) to the extent permitted by applicable law that would otherwise limit the coverage of this release to include only those claims which You may know or suspect to exist in Your favor at the time of agreeing to this release.

**Investigations:** CareAR may seek to gather information from a user who is suspected of violating these Terms and from any other user. CareAR may suspend access by any users whose conduct or Content are under investigation and may remove such Content as it deems appropriate and without notice. If CareAR believes, in its sole discretion, that a violation of these Terms has occurred, it may remove the Content permanently, warn users, suspend users and passwords, terminate accounts, or take other corrective action it deems appropriate in its sole discretion. CareAR may fully cooperate with any law enforcement authorities or court order requesting or directing CareAR to disclose the identity of anyone using CareAR Solution. BY ACCEPTING THESE TERMS YOU WAIVE AND HOLD HARMLESS CAREAR FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY CAREAR OR ANYONE ACTING ON ITS BEHALF DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER CAREAR OR LAW ENFORCEMENT AUTHORITIES.

**Suspension:** We may stop (permanently or temporarily) providing CareAR Solution or any features of it to You or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content, suspend or terminate users, and reclaim usernames without liability to You. We may suspend Your use of CareAR Solution at any time in our sole discretion. If we suspend Your access, You must not create another account without our written permission.

**Local Regulations:** We make no representation that CareAR Solution is available for use or permitted by law in any particular location. To the extent You choose to access CareAR Solution, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country You reside in.

**Export:** Our materials and services are subject to United States (U.S.) export control laws and regulations. You warrant and represent that: (i) You are eligible to receive and use U.S. exports; (ii) You are not listed on either the U.S. Department of Commerce's Entity List or Denied Persons List or the U.S. Department of Treasury's List of Specially Designated Nationals; (iii) You are not resident in or a national of Cuba, Iran, North Korea, Syria, or the Crimea; (iv) You will not use or divert for use, directly or indirectly, any material, services, or technical data relating thereto: (a) in any nuclear related activity (civilian or military), (b) in the design, development, production, stockpiling or use of missiles, and/or (c) in the design, development, production, stockpiling or use of biological or chemical weapons; AND (v) You will not re-export or divert any material, services, or technical data relating thereto to any third party or region and You agree to not distribute, any software, technical data or any products derived from software or technical data provided hereunder in contravention of U.S. law or regulation. This clause does not apply to mere travel activities with the services installed on a personal mobile device. You hereby acknowledge and further agree that: (i) a violation of any of the above representations constitutes a violation of Your license to use CareAR Solution and therefore will be cause for the immediate termination of Your license to use CareAR Solution and (ii) CareAR may terminate Your license to use CareAR Solution in its entirety, effective immediately and without advance notice, if CareAR or an agency of the U.S. Government determines that a U.S. export license or other U.S. governmental approval is required for You to obtain or use (or continue to use) the materials and/or services.

**Severability:** In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. CareAR's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

**Feedback:** You grant to CareAR and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into CareAR and/or its affiliates' services any feedback, ideas, or suggestions and/or contributions to services provided by You. Under no circumstances will we pay You for the use of Your ideas or submissions.

**Force Majeure.** Neither party shall be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by a "Force Majeure Event" (defined as any cause or circumstance beyond the reasonable control of the party invoking this provision (including, without limitation, for causes due to war, act of a public enemy or terrorist, act of sabotage, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated party, strike or other labor dispute, riot, inability to secure materials and/or transportation, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity, or other similar causes).

**Governing Law:** These Terms, and any dispute or claim arising out of or in connection with these Terms, shall be governed by and construed in accordance with the laws of New York without regard to its conflict of laws provisions and submitted to the exclusive jurisdiction of the federal and state courts of New York. In any action to enforce these Terms, the parties agree to waive their right, if any, to a jury trial.

**Changes to These Terms of Service:** We may change these Terms of Service at any time upon notice to You and our other customers. Your continued use of the Service shall constitute Your



acceptance of the then-current version of these Terms of Service; provided, however, that (i) if, within 30 days following our provision of any such notice, You provide us written notice of Your objection to any such changes, such changes shall not be applicable to You for the remainder of the Initial Term or then-current Renewal Term as applicable, and (ii) in such event, Your execution of any following Renewal Term shall be deemed to indicate Your acceptance of the then-current version of these Terms of Service.

**Conflicts:** In the event of a conflict between these Terms and the terms and/or conditions of any other agreement between You and CareAR or any other affiliate of Xerox Corporation, these Terms shall control with respect to Your license to, access to and use of CareAR Assist.