

**Carahsoft Rider to Manufacturer Commercial Supplier Agreements  
(for U.S. Government End Users)  
Revised 20161213**

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
  
- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
  - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
  
  - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.
  
  - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

**(r) Limitation of Liability: Subject to the following:**

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

**(s) Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

**(t) Public Access to Information.** Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

**(u) Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

# WINTECH, LLC

## END-USER LICENSE AGREEMENT

For

ALICE RECEPTIONIST

This End-User License Agreement (the "Agreement") is made by and between WinTech, LLC, a Nevada limited liability company (the "Company"), with business offices located at 319 East Warm Springs Road., Las Vegas, Nevada 89119, and the Government Ordering Activity (the "Subscriber" and, collectively with the Company, the "Parties" and, each individually, a "Party"). This effective date of this Agreement shall be as set forth in Exhibit A ("Effective Date").

### RECITALS

WHEREAS, the Company has acquired, developed and maintains substantial and valuable technical knowledge, know-how and experience in an integrated suite of software applications and services allowing subscribers to manage buildings and public spaces and facilitate interaction between building visitors and employees (collectively, the "Application and Services"). The Application and Services are provided by the Company under the trade name "Alice Receptionist" and are described in greater detail on the Company's web site, [www.AliceReceptionist.com](http://www.AliceReceptionist.com) (the "Site").

WHEREAS, Subscriber wishes to utilize the Application and Services by obtaining a nonexclusive, nontransferable License (as defined below) provided by the Company and the Company has agreed to provide such License pursuant to the terms and conditions of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree that each of the Recitals set forth above are true and correct and hereby incorporated into this Agreement by this reference and made as part hereof and hereby further agree as follows:

#### 1. License Grant.

- a. **License to Use Service.** Subject to the terms and conditions set forth herein, the Company hereby grants to Subscriber for the Term (as defined below) a nonexclusive, nontransferable, worldwide license (the "License") to access and use the Application and Services in accordance with this Agreement. All rights not expressly granted to Subscriber in this Agreement and under the License are expressly reserved by the Company. The License granted to Subscriber pursuant to this Agreement will permit use of the Applications and Services solely by the number of Subscriber employees or agents (collectively, the "End-users" and, each individually, an "End-user") specified in the payment summary set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Summary"). The License granted herein is a non-exclusive license to Subscriber and the Company maintains and reserves the right without restriction to further license the use of the Application and Services to any other party.

If there are any conflicts between this Agreement and the Summary, the details in the Summary shall prevail. Subscriber may increase the number of End-users during the Term of this Agreement upon written notice to the Company and for an additional prorated fee at the then-current fee rate

## END-USER LICENSE AGREEMENT for ALICE RECEPTIONIST

to be determined by the Company in its sole and absolute discretion or the approved pricing set forth in Carahsoft Technology Corporation's (Carahsoft's) Multiple Award Schedule (MAS) Contract, as applicable. In addition to the foregoing, any Subscriber "Affiliate" may also be added by Subscriber as a registered End-user under this Agreement upon written notice to the Company and for an additional prorated fee at the then-current fee rate to be determined by the Company in its sole and absolute discretion or the approved pricing set forth in Carahsoft's MAS Contract. An "Affiliate", with respect to either Party, shall mean any entity, including, without limitation, any person, individual, corporation, company, partnership, limited liability company, entity, or group, that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Party. SUBSCRIBER SHALL BE SOLELY RESPONSIBLE AND LIABLE FOR THE FAILURE OF ANY END-USER OR SUBSCRIBER AFFILIATE TO STRICTLY COMPLY WITH, AND PERFORM THE OBLIGATIONS UNDER, THIS AGREEMENT.

- b. **Limitations on Use.** The License, all content on the Application and Services, the Site and all technology, intellectual property, knowledge, know-how and experience relating thereto (collectively, the "Technology") is for use only by Subscriber and the End-users. As further described in Section 7 below, the Technology may not be decompiled, reverse engineered, disassembled, transferred, distributed, resold, sublicensed, or used to create any derivative works or in any other manner and can only be used in the manner strictly permitted herein. Subscribers may not use any network monitoring or discovery software to determine the Technology's architecture. Subscriber may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Technology. Subscriber may not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Technology, or make available to any non-End-user third party, in any way.
  - c. **Duties.** In addition to all other duties and obligations of Subscriber herein, Subscriber agrees that it shall use its best efforts to actively and diligently comply with the terms of this Agreement, including, but not limited to:
    - i. Complying with all laws, rules and regulations applicable to Subscriber and its business, including, without limitation, the use of the Technology;
    - ii. Complying with all written instructions, standards and policies, as may be provided or amended from time to time by the Company in its sole and absolute discretion, for the use and access to the Technology and the Applications and Service;
    - iii. Advising the Company, immediately and in writing, of any complaint, allegation, issue or legal notice served on Subscriber or known by Subscriber which might in anyway affect the Technology as further described in Section 14 below; and
    - iv. Limiting access to, and the use of, the Technology and Applications and Service solely to End-users.
2. **Service Details.**
- a. **ALICE Receptionist Cloud Communication Service.** As part of the Application and Services, the Company offers a hosted cloud communication service (the "Cloud Communications Service") that provides Voice over IP ("VoIP") communications services. Subscribers wishing to utilize the Cloud Communications Service as designated in the Summary must make the necessary network accommodations to allow VoIP over SIP communication to flow freely between Subscribers network and the Cloud Communications Service. Subscriber is solely responsible to provide a stable network environment free of network packet loss that is optimized for TCP/ UDP and SIP network traffic.
  - b. **ALICE Receptionist Directory & Client Applications.** As part of the Application and Services, the Company's ALICE Receptionist Directory ("ARD") and Client ("ARC") Applications provides a system of managing and communicating with visitors from remote locations. Subscribers who utilize the ARD and ARC applications as designated in the Summary and are current on their subscription status and payments hereunder, will have access to application updates and support based on the subscription level they have chosen as outlined in the Summary.
  - c. **ALICE Receptionist Admin Application.** As part of the Application and Services, the Company offers an Alice Administration application (the "AA Application") that is installed on the Subscribers

## END-USER LICENSE AGREEMENT for ALICE RECEPTIONIST

network and stores content information locally. Subscribers who utilize the AA Application as designated in the Summary and are current on their subscription status and payments hereunder, will have access to application updates and support based on the subscription level they have chosen as outlined in the Summary.

- d. **ALICE Admin Web Portal.** As part of the Application and Services, the Company offers an Administration Web Portal (the "Portal") for Subscribers who choose to manage content on the cloud. The Company will maintain and update the Admin Web Portal in the manner determined by the Company in its sole and absolute discretion. Subscribers who utilize the Portal as designated in the Summary and are current on their subscription status and payments hereunder, will have access to application updates and support based on the subscription level they have chosen as outlined in the Summary.
- e. **Professional and Support Services.** During the Term of this Agreement and as further described herein, the Company shall provide maintenance and support services for the Application and Services limited to initial setup, deployment and bugs and errors (collectively, the "Support Services"), which are available at no extra charge to Subscriber. In addition, the Company offers back-end support services ("Professional Services") to certain Subscriber's but only upon the mutual agreement between the Parties. Subscribers wishing to add Professional Services to their License as agreed to by the Company shall incur additional charges calculated at the Company's then-current rates as determined by the Company in its sole and absolute discretion or the approved pricing set forth in Carahsoft's MAS Contract.

### 3. Fees and Payments.

- a. **Subscription Fees.** The fees for the License to use the Company's Application and Services (collectively, the "Subscription Fees") are described in detail in the Summary and are calculated, as specified, based on either the number of deployed systems or number of End-users as mutually agreed to by the Parties.
- b. **Additional End-users / Increase in Usage.** Subscriber may increase Application and Services usage or add End-users at any time during the Term but only upon written notice to the Company. Subscriber will be charged in full, according to the pricing set forth in the Summary, for any portion of a calendar month during which new End-users have been added. Additional End-users will be coterminous with the other usage or End-users in the then-current Initial Term or Subsequent Term then in effect. Subscriber may decrease the number of End-users at any time upon written notice to the Company but there will be no refunds issued in the event of prepayment and any related Subscription Fees will continue to be due for such End-users being removed through the end of the Initial Term or Subsequent Term then in effect.
- c. **Payment of Subscription Fees.** Payment of Subscription Fees shall be made in monthly or annual installments as set forth in the Summary, the first of which is invoiced and due and payable in full on the Effective Date. The remaining installments, if any, shall be due as specified in the Summary.
- d. **Increases in Subscription Fees.** End-user Subscription Fees contained in the Summary will be fixed for the length of the Initial Term specified in the Summary. Thereafter, the Subscription Fees may be increased by the Company in its sole and absolute discretion prior to the Effective Date of any Subsequent Term and upon providing Subscriber thirty (30) days prior written notice of such increases. Any increases in Subscription Fees after the Initial Term shall not exceed the greater of any actual increases in costs to the Company for the continued delivery of the Application and Services under the License and that are beyond the Company's reasonable control or ten percent (10%) of the total Subscription Fees paid in the previous twelve (12) months therefrom for Subscribers who purchased at MSRP pricing. Increases in Subscription Fees for Subscribers who purchased at discount pricing will not exceed twenty percent (20%) of the Subscription Fees paid in the previous twelve (12) months therefrom. All pricing terms are confidential, and Subscriber agrees not to disclose them to any third party unless required by law or court order and as further described in Section 7 below. Notwithstanding the foregoing, the terms and conditions of Carahsoft's MAS Contract shall govern increases of that pricing.

## END-USER LICENSE AGREEMENT for ALICE RECEPTIONIST

- e. **Taxes and Duties.** The Company fees are exclusive of all taxes, levies, or duties imposed by taxing authorities and related governmental bodies, and Subscriber will be solely responsible and liable for payment of all such taxes, levies, or duties.
  - f. **Payment and Billing Information.** Subscriber agrees to provide the Company with complete and accurate billing and contact information in writing at all times. This information includes, without limitation, Subscriber's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact. All Subscription Fees and all other amounts due and owing are payable in U.S. dollars. The Company reserves the right, in its sole and absolute discretion, to determine acceptable methods of payment for the use of the License for the Application and Services.
4. **Service Level Performance Criteria.**
- a. **Service Uptime and Maintenance.** The Company shall provide Subscriber with at least forty-eight (48) hours prior notice of any scheduled maintenance on the Applications and Service and the Company will use commercially reasonable efforts to conduct maintenance only during non-Business Hours (as defined below). In the event the Company is unable to provide forty-eight (48) hours prior notice of any planned outages or known unavailability of the Applications and Service, the Company shall use reasonable good faith efforts to promptly notify Subscriber of any outages or Downtime (as defined in Section 4(c) below) that it anticipates or discovers during the Term of this Agreement. Notwithstanding anything contained herein to the contrary, the Company shall not be responsible or liable for any unplanned outages or unavailability of the Applications and Service or anything excluded from the definition of Downtime below.
  - b. **Support Procedures.** Email Support shall be available to Subscriber during the Term of this Agreement on a twenty-four (24) hour basis subject to receipt of notice under the following notice provisions:
    - i. Email: Support@AliceReceptionist.com
    - ii. North America: 7:00am – 5:00pm Pacific Time ("PT") Monday through Friday; call (702) 284-7375, excluding non-Business Days; For purposes of this Agreement, "non-Business Days" shall mean Saturday, Sunday, Nevada state or national holidays or other days on which banks in Nevada are not generally open for business.
    - iii. International: 1:00pm and 12:00am Greenwich Mean Time ("GMT") Monday through Friday call (001)702-284-7376, excluding non-Business Days;
  - c. **Downtime.** Downtime is defined as the inability of most users to access the servers and majority of applications of the Applications and Service as determined by the Company. Specifically excluded from the definition of Downtime are:
    - i. Downtime resulting from Subscriber requests;
    - ii. Network errors outside of the control of the Company or agents of the Company;
    - iii. Planned maintenance announced at least forty-eight (48) hours prior to such maintenance;
    - iv. Maintenance that is performed between 10 pm and 2 am PT ("non-Business Hours");
    - v. Outages resulting from the actions of Subscriber, its employees and agents other than normal operation of the Site or Applications and Service; and
    - vi. Any other unavailability caused by circumstances beyond the Company's reasonable control, including, without limitation, acts of God, acts of government, floods, fires, earthquake, civil unrest, acts of terror, strikes or other labor problems (other than those involving the Company's employees), Internet service provider failures or delays, cloud communication and cloud hosting agents and service providers or denial of service attacks.



## END-USER LICENSE AGREEMENT for ALICE RECEPTIONIST

- d. **Response Time.** Except for non-Business Days, the Company will use commercially reasonable efforts to respond within 24 hours of the time a critical issue is reported using the notice provisions in Section 4(b) and 48 hours from the time a non-critical issue is reported using the notice provisions in Section 4(b). A critical issue is classified as an issue causing the Applications and Service to be completely non-functional or unable to make calls.
  - e. **Commencement of Services.** The initial launch and subsequent performance of the Applications and Service outlined herein will only commence after execution of this Agreement by all Parties and payment in full of the initial Subscription Fee by Subscriber.
5. **Amendments.** The Parties agree that, in order to continually improve the Applications and Service and other Technology, the Company may, from time to time, amend its Applications and Service, Technology, features, functionality, and the Site Terms of Use (the “Terms of Use”) in its discretion and will make commercially reasonable efforts to notify Subscribers of said amendments. The notification of such amendments and revisions shall be set forth on the Site and Subscriber is encouraged to continually check the Site and the Site Terms of Use for notices on amendments, revisions, updates and improvements.
6. **The Company Intellectual Property.**
- a. **Intellectual Property.** For purposes of this Agreement, “Intellectual Property” or “Confidential Information” shall mean any and all information or material of the Company, whether revealed orally, visually, or in tangible or electronic form, that is not generally known to the public, including, without limitation: (i) all commercial, technical, operational, business, corporate and financial information; (ii) the Applications and Service, the Site, pricing terms for the use of the Technology and all other Technology, all intellectual property, trademarks, service marks, trade names, trade secrets, patents, and copyrights (whether proposed, pending or approved or otherwise) and all intellectual property and proprietary information relating to the Technology; (iii) the manufacturing data, techniques, experience, methods, know-how and technical specifications for the production and use of the Technology; (iv) all government approvals, permits and licenses in anyway relating to the Technology; (viii) information regarding the Company or the Company’s customers, employees, contractors, vendors, accounts, partners and affiliates; (ix) all data and content derived from the use of, and access to, the Technology by Subscriber and End-users (other than the Customer Data as defined in Section 8 below); and (x) all other information, data, records, documents and materials which the Company deems as confidential and proprietary, whether or not the same is specifically marked or designated as confidential and/or proprietary. For purposes of this Section 7, the term “Subscriber” includes Subscriber’s End-users, principals, employees, officers, directors, shareholders, members, managers, partners, representatives, advisors, consultants, contractors, agents, subsidiaries, and Affiliates. The Company retains all right, title and interest in and to the Intellectual Property and no license (other than the License but only until this Agreement is terminated) or conveyance of rights or joint venture relationship is granted to the Subscriber or any others as a result of the disclosure herein.
  - b. **Ownership of Intellectual Property.** Subscriber acknowledges and agrees that the Company owns, and shall retain all rights, title and interest in and to, the Intellectual Property and the Intellectual Property constitutes confidential and proprietary information, trade secrets and valuable assets that are of great value and importance to the success of the Company and that the Company has a legitimate need to protect same even if not technically considered to be trade secrets under the law. Subscriber acknowledges (i) that the Intellectual Property obtained from the Company hereunder is commercially valuable proprietary information of the Company, the design and development of which has involved the expenditure of substantial amounts of money and the use of skilled development experts over a long period of time and which affords the Company a commercial advantage over its competitors; (ii) that the Intellectual Property constitutes trade secrets and confidential business information that is disclosed to Subscriber for use on the basis of the confidential relationship between the Company and Subscriber under this Agreement and is to be

## END-USER LICENSE AGREEMENT for ALICE RECEPTIONIST

used only as may be expressly permitted by the terms and conditions of this Agreement; and (iii) that the loss of this competitive advantage due to unauthorized use or disclosure of the Intellectual Property would cause great injury and harm.

- c. **Confidentiality.** Subscriber covenants and agrees that it will not divulge, use or publish to others, other than as expressly authorized herein, any Confidential Information obtained from the Company. Other than as expressly authorized herein, Subscriber agrees, and shall be fully responsible and liable for each End-user: (i) to receive, treat, maintain, preserve and safeguard the confidentiality of the Confidential Information and use reasonable efforts (meaning efforts not less than those the Subscriber employs to protect its own most confidential and proprietary information), to prevent the unauthorized, negligent or inadvertent disclosure or use thereof; (ii) not to copy or reproduce the Confidential Information, in whole or part, in any form except as may be necessary to accomplish the duties and obligations of Subscriber hereunder; (iii) not to directly or indirectly use or embody the Confidential Information in any form or manner in Subscriber's business or any of its current or future products, services, or developments unless otherwise as expressly permitted herein; (iv) to limit the dissemination of the Confidential Information to those End-users, employees, representatives, attorneys, accountants and other advisors of Subscriber, on a need-to-know basis, in order to perform the duties and obligations of Subscriber hereunder and Subscriber shall be fully responsible for any breach of this Agreement by the same; (v) not to directly or indirectly, disclose, divulge, release, reveal, communicate, disseminate, distribute, publish, provide, give, sell, license or otherwise make available the Confidential Information, in any manner, to any third party; (vi) not to modify, reverse engineer, decompile or disassemble all or any part of the Confidential Information, nor make, have made, use or sell for any purpose any of the Confidential Information or any other product or other item using, incorporating or derived from the Confidential Information; and (vii) to promptly return all originals, copies, extracts, reproductions and summaries of the Confidential Information to the Company upon request or immediately upon termination of the Agreement and provide written certification to the Company that all notes, memoranda, summaries, analyses, compilations, or other documents, whether in written or electronic form, concerning, containing or generated from the Confidential Information have been destroyed and erased from all computers and electronic devices without retaining, in whole or in part, any copies, extracts or other reproductions thereof (whatever the form or storage medium). Any Confidential Information that is not returned or destroyed including, without limitation, any oral Confidential Information, shall remain subject to the confidentiality obligations in this Agreement. Subscriber shall not at any time adopt, or use, or attempt to register with any governmental authority, any product, word or mark that is similar, or bears any resemblance, to a product, trademark, service mark or any other Confidential Information owned or used by the Company.
- d. **Exceptions.** The term "Intellectual Property" and "Confidential Information" does not include information that Subscriber can document or reasonably demonstrate that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by Subscriber; (ii) becomes available to Subscriber on a non-confidential basis from a source other than the Company, provided that such source is not bound by a confidentiality agreement with, or other contractual, legal, or fiduciary obligation of confidentiality to, the Company with respect to such information; (iii) is independently developed by Subscriber without violating any of the Subscriber's obligations under this Agreement for its own existing business operations; (v) is disclosed by Subscriber to others only in accordance with the terms of a prior written authorization of the Company; or (vi) is rightfully disclosed in response to an order of a court or as otherwise required by law and subject to Section 7(e) below.
- e. **Compelled Disclosure.** In the event Subscriber or anyone to whom it transmits the Confidential Information becomes legally compelled to disclose any of the Confidential Information, including, without limitation, any End-user, prior to such disclosure, it will provide the Company with advance written notice and a copy of the documents and information relevant to such legal action, so the Company may seek a protective order or other appropriate remedy to protect its interests in the Confidential Information, and the Subscriber shall furnish only that portion of the Confidential Information that it is legally required to furnish. It is further agreed that, if, in the absence of a

## END-USER LICENSE AGREEMENT for ALICE RECEPTIONIST

protective order, the Subscriber is legally required to disclose the Confidential Information of the Company, the Subscriber may disclose such information without liability hereunder, but Subscriber shall not be relieved of any liability hereunder for any previous disclosure by Subscriber which was not permitted by this Agreement.

### 7. **Subscriber Proprietary Information.**

- a. The Company agrees that it has no rights to, and no liability or responsibility for, the data, documents, information or material that Subscriber submits in the course of using the Applications or Service (collectively, the "Customer Data"). The Company does not store Customer Data except to the extent that is required by the Applications and Service functionality. Solely by way of example, the Company may store End-user information and run data for user activity. The Company will not use or disclose Customer Data except solely in connection with processing such data in the normal course of Subscriber's use of the Applications or Service and as otherwise provided for in this Agreement; provided, however, that the Company may disclose such Customer Data, which includes personally identifying information and End-user activity: (i) in accordance with a judicial or other governmental subpoena, warrant or order; provided that the Company shall comply with any applicable protective order or equivalent and, unless prohibited by law, the Company will employ commercially reasonable efforts to provide Subscriber with prior written notice, so that Subscriber has an opportunity to intervene at its own expense and to protect the confidentiality of its information; (ii) to law enforcement officials and regulators if it reasonably suspects unlawful activity; and (iii) to other Parties that are identified by Subscriber in writing for that purpose.
- b. In the event this Agreement is terminated, the Company has, and hereby reserves, the right to withhold, remove and/or discard any Customer Data. Any requests by Subscriber for the return of any Customer Data, if any, within the Company's control shall be made within fourteen (14) days of termination of this Agreement; provided, however, that the Company does not represent, warrant, covenant or guarantee that it can return any or all of the Customer Data as the Company does not store such Customer Data except to the extent required for functionality purposes.

### 8. **Term, Suspension, and Termination.**

- a. **Term.** Unless terminated earlier pursuant to this Section 9, the initial term ("Initial Term") of this Agreement shall be fixed for the length of the Subscription Term specified and defined in the payment summary commencing from the Effective Date and shall thereafter automatically continue under this Agreement for subsequent twelve-month (12) terms (each, a "Subsequent Term" and, all Subsequent Terms hereunder and the Initial Term, collectively, the "Term") unless either Party provides a thirty-day (30) prior written notice of termination.
- b. **Suspension with Right to Cure.** In addition to any other rights and remedies outlined in this Agreement and permitted by law, the Company reserves the right, in its sole and absolute discretion, to suspend the License and Subscriber's access to the Applications and Service upon ten (10) days' written notice to Subscriber ("Cure Period") if Subscriber's account becomes delinquent by non-payment for more than five (5) days and such delinquency is not cured in full within the Cure Period. Delinquent invoices are subject to interest of one percent (1.0%) per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses and costs of collection. Subscriber will continue to be charged for the remainder of the Initial Term or Subsequent Term then in effect for any delinquent accounts. As further described in Section 8 above, Subscriber acknowledges and agrees that the Company has no obligation to retain Customer Data and that such Customer Data, if any, may be irretrievably deleted. This Agreement and the License herein may be terminated in the Company's sole and absolute discretion if Subscriber's account is delinquent for a period of thirty (30) days after the expiration of the Cure Period; provided, however, that such termination shall not relinquish the duty and obligation of Subscriber to pay in full all amounts due and owing hereunder, including, without limitation, the Subscription Fees due and owing for the remainder of the Initial Term or Subsequent Term then in effect.
- c. **Termination by Either Party for Any Reason.** Either Party may terminate this Agreement at any time upon thirty (30) Business Days' prior written notice for any reason ("Termination for Convenience"); provided, however, that Subscriber is prohibited from terminating this Agreement

## END-USER LICENSE AGREEMENT for ALICE RECEPTIONIST

while it is curing a breach, including, but not limited to, during the Cure Period for a delinquent account. If Subscriber terminates this Agreement pursuant to this Section 9(c), Subscriber is not entitled to any refund of Subscription Fees or any other amounts paid to the Company. If the Company terminates this Agreement pursuant to this Section 9(c), Subscriber shall receive a refund equivalent to any unused portion of the Subscription Fees allocable to the remainder of the Initial Term or Subsequent Term then in effect. Any unauthorized access to the Applications and Service, use of Applications or Services, other abuse or impermissible activity of the Company's Applications and Service or any other breach or default by Subscriber hereunder, including, without limitation, a breach of a representation and warranty under Section 10 or a breach or default under Section 7 herein, may result in immediate suspension or termination of this Agreement, the License and the End-user accounts with no refund and without limitation of any other available remedies herein or otherwise permitted by law.

- d. **Remedies Not Limiting.** The remedies provided in this Agreement are in no way limiting of one another or of any other rights and remedies granted to the Company under this Agreement. The Company may choose to, but is not required to, place Subscriber's License and account on suspension in lieu of termination where termination is permitted under the terms of this Agreement or take other appropriate action.
  - e. **Survival.** Sections 7 (The Company Intellectual Property), 8 (Subscriber Proprietary Information), 10 (Representations and Warranties), 11 (Disclaimer of Warranties), 12 (Limitation of Liability), 13 (Indemnification), 14 (Receipt of Confidential Information), and 15 (Additional Miscellaneous Provisions), this Section 9 and those terms or provisions necessary or desirable to accomplish the purposes of the foregoing provisions shall survive termination of this Agreement regardless of the manner in which this Agreement was terminated.
9. **Representations and Warranties.** Each Party represents and warrants to the other Party that:
- i. It has all requisite power and authority to carry on its business, to own or lease its properties and assets, and to enter into and perform this Agreement;
  - ii. It has all permits, governmental authorizations, licenses and approvals necessary to conduct its business and in accordance with the law and this Agreement;
  - iii. It has complete power and authority to enter into this Agreement according to its terms and perform its obligations hereunder and this Agreement is a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms; and
  - iv. The execution and delivery of this Agreement and the performance by such Party of its obligations under this Agreement will not: (i) conflict with or violate any provision of any agreement, contract or document to which such Party is a party; or (ii) violate any law, regulation or order applicable to such Party.
10. **DISCLAIMER OF WARRANTIES.** THE COMPANY WILL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE A VIRUS FREE ENVIRONMENT AND A RELIABLE OPERATIONAL SCHEDULE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE APPLICATIONS AND SERVICE, THE CONTENT THEREON, THE SITE AND ALL OTHER TECHNOLOGY WILL BE ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE APPLICATIONS AND SERVICE, THE CONTENT THEREON, THE SITE AND ALL OTHER TECHNOLOGY ARE PROVIDED ON AN "AS IS, "AS AVAILABLE" BASIS, AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ON ANY OTHER INTELLECTUAL PROPERTY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE COMPANY DISCLAIMS ALL RESPONSIBILITY FOR, AND IN NO EVENT SHALL BE LIABLE FOR, ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THE TECHNOLOGY, INCLUDING, BUT NOT LIMITED TO, TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS; (B) THE UNAVAILABILITY OF THE TECHNOLOGY OR ANY PORTION THEREOF; (C) SUBSCRIBER'S OR ANY END-USER'S USE OF THE TECHNOLOGY OR ANY PORTION THEREOF OUTSIDE OF THE MANNER IN WHICH SUCH TECHNOLOGY IS

## END-USER LICENSE AGREEMENT for ALICE RECEPTIONIST

INTENDED AND CREATED TO BE USED; (D) SUBSCRIBER'S USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE TECHNOLOGY; (E) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH OR CONTAINED IN THE TECHNOLOGY; OR (F) ANY ISSUES, CLAIMS, OR DEMANDS OF AN END-USER, ALL OF WHICH IS THE SOLE RESPONSIBILITY AND LIABILITY OF SUBSCRIBER.

11. **Limitation of Liability.** THE LIABILITY OF THE COMPANY FOR ANY AND ALL CAUSE(S) OF ACTION, REGARDLESS OF THE FORM OF ACTION (INCLUDING CONTRACT, TORT, NEGLIGENCE OR ANY OTHER), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR BREACH OF THIS AGREEMENT WILL IN NO EVENT EXCEED THE AVERAGE MONTHLY SUBSCRIPTION FEES CONVERTED TO AN ANNUALIZED BASIS. NOTWITHSTANDING THE FOREGOING, SUCH LIMITATION WILL NOT APPLY TO ANY CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR CRIMINAL ACTS. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE COMPANY IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, OR DAMAGES FROM LOST PROFITS WHICH MAY ARISE FROM THE USE (OR LACK THEREOF) OF THE TECHNOLOGY.
12. **Indemnification.**
  - a. The Company agrees to indemnify, defend and hold harmless Subscriber, its officers, directors, and employees from and against all Losses resulting from or in connection with: (i) any breach by the Company of any of its warranties and representations under Section 10; (iv) violation of any applicable laws by the Company, its officers, directors, or employees ("Company Responsible Parties"); or (iii) subject to Section 14, any infringement of intellectual property rights of any third party relating to the Intellectual Property; provided, however, that the Company is not liable for any Losses arising under this Subsection 13(b)(iii) to the extent that Subscriber modified the Intellectual Property, unless such modifications were approved in writing by the Company or the Losses are based on a use for which the applicable Intellectual Property was not designed.
13. **Infringement of Proprietary Rights.** If any action, claim or suit is threatened, filed or made against the Company, based upon infringement of trademarks, service marks, trade names, trade secrets, patents, copyright or other Intellectual Property in connection with the Technology, Subscriber shall promptly, and no later than two (2) days from Subscriber becoming aware of such matter, notify the Company in writing of such action, claim or suit. The Company shall, at its own expense, take charge of the defense of any such action through counsel of the Company's selection. Subscriber shall make available to the Company any records, papers or information requested by the Company and/or related to such action, claim or suit and shall cooperate in such defense as reasonably requested by the Company. Subscriber shall notify the Company promptly, and no later than two (2) days from the Company becoming aware of such matter, whenever it shall obtain information that any of the trademarks, service marks, trade names, trade secrets, patents, copyright or other Intellectual Property of the Company are being infringed by any other person.
14. **Additional Miscellaneous Provisions.**
  - a. **Governing Law; Jurisdiction; Venue; Attorney's Fees.** This Agreement, Carahsoft's MAS Contract, the Summary and all amendments, modifications, alterations, exhibits and schedules hereto shall be construed in accordance with, and governed by, the federal laws of the United States.
  - b. **Assignments.** This Agreement shall be binding upon and shall be for the benefit of the Company and Subscriber and both Parties' respective legal representatives, and permitted successors and assigns; provided, however, that Subscriber shall not be entitled to assign, sublicense, or delegate this Agreement, in whole or in part, without the Company's express prior written consent, which can be withheld in its sole and absolute discretion. Any attempted assignment, delegation, or assumption of this Agreement not in accordance with this Section will be of no force or effect. There are no intended third party beneficiaries to this Agreement.
  - c. **Entire Agreement; Waiver; Relationship of the Parties.** This Agreement, Carahsoft's MAS Contract, the Summary and all amendments, modifications, alterations, exhibits and schedules hereto

## END-USER LICENSE AGREEMENT for ALICE RECEPTIONIST

constitute the entire agreement between the Parties as to the subject matter hereof, and supersede all prior and/or contemporaneous agreements, representations, and understandings between them, whether orally or in writing, except as may be expressly incorporated by reference into this Agreement. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties. Any failure by either Party, at any time or from time to time, to enforce and require the strict keeping and performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any such terms and conditions at any future time and shall not prevent such Party from insisting on the strict keeping and performance of such terms and conditions at any later time. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, or employment relationship between the Parties, and neither Party shall have any right to bind the other or incur any obligation on the other's behalf without the other's prior written consent.

- d. **Severability of Terms.** In the event that any term or provision of this Agreement shall be deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, such court shall have the power, and is hereby directed, to limit such scope, duration or area of applicability, or all of them, so that such term or provision is not overly broad, and to enforce the same as so limited to the maximum extent permitted by law. Subject to the foregoing sentence, in the event any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement.
- e. **Notices and Contact Information.** Any demand, notice, or other communication required or permitted hereunder shall be effective if in writing and either (i) hand-delivered to the addressee; or (ii) deposited in the mail (registered or certified) or delivered to a private express company. Notices must be addressed as follows: (A) if to the Company at the mailing address and email address set forth in the "Contact Us" section of the Site; or (B) if to Subscriber, at the mailing address and email address set forth in the Subscriber registration page. Email notice shall be effective upon confirmation of receipt by the receiving Party. Either Party may change its notice address by providing the other Party with written notice of the change.
- f. **Captions.** The captions or headings of the Sections or other subdivisions hereof are inserted only as a matter of convenience or for reference and shall have no effect on the meaning of the provisions hereof.
- g. **Amendment.** Other than as expressly permitted under Section 6 above or as it relates to the increase or decrease of the number of End-users or addition of an Affiliate, this Agreement shall not be modified or amended except by written instrument signed by authorized representatives of GSA and Carahsoft Technology Corporation.



## Terms of Use

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the <https://www.alicereceptionist.com> website (the "Service") operated by WinTech LLC ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

### Communications

By creating an Account on our service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

### Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

A valid payment method, is required to process the payment for your Subscription. You shall provide WinTech LLC with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize WinTech LLC to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, WinTech LLC will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.



## Free Trial

WinTech LLC may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by WinTech LLC until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, WinTech LLC reserves the right to (i) modify the Terms of Use of the Free Trial offer, or (ii) cancel such Free Trial offer.

## Fee Changes

WinTech LLC, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

WinTech LLC will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Notwithstanding the foregoing, all fee changes shall be in accordance with the terms and conditions of Carahsoft Technology Corporation's (Carahsoft's) Multiple Award Schedule (MAS) Contract.

## Refunds

Except when required by law, paid Subscription fees are non-refundable.

## Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for





the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service.

WinTech LLC has the right but not the obligation to monitor all Content provided by users.

In addition, Content found on or through this Service are the property of WinTech LLC or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

## **Accounts**

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or



entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

### **Intellectual Property**

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of WinTech LLC and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of WinTech LLC.

### **Links To Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by WinTech LLC

WinTech LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that WinTech LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the Terms of Use and privacy policies of any third party web sites or services that you visit.

### **Termination**

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.



### **Governing Law**

These Terms shall be governed and construed in accordance with the federal laws of the United States.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms and the terms and conditions of Carahsoft's MAS Contract constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time.

### **Contact Us**

If you have any questions about these Terms, please contact us.

Protecting your private information is our priority. This Statement of Privacy applies to [alicereceptionist.com](http://alicereceptionist.com) and Wintech, LLC and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to WinTech include [alicereceptionist.com](http://alicereceptionist.com), ALICE Receptionist, and Wintech, LLC. The [alicereceptionist.com](http://alicereceptionist.com) website is an ecommerce site. By using the [alicereceptionist.com](http://alicereceptionist.com) website, you consent to the data practices described in this statement.

## Collection of your Personal Information

WinTech, LLC. may collect personally identifiable information, such as your name and contact information. We may gather additional personal or non-personal information in the future.

Information about your computer hardware and software may be automatically collected by WinTech, LLC. This information can include: your IP address, browser type, domain names, access times, and referring website address. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the [www.alicereceptionist.com](http://www.alicereceptionist.com) website.

WinTech, LLC. encourages you to review the privacy statements of websites you choose to link to from [www.alicereceptionist.com](http://www.alicereceptionist.com) so that you can understand how those websites collect, use and share your information. WinTech, LLC. is not responsible for the privacy statements or other content on websites outside of the [www.alicereceptionist.com](http://www.alicereceptionist.com) website.

## Use of your Personal Information

WinTech, LLC. collects and uses your personal information to operate its website and deliver the services you have requested.

WinTech, LLC. may also use your personally identifiable information to inform you of other products or services available from WinTech, LLC. WinTech, LLC. may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered. WinTech, LLC. does not sell, rent or lease its customer lists to third parties.

WinTech, LLC. may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to WinTech, LLC., and they are required to maintain the confidentiality of your information.

WinTech, LLC. may keep track of the websites and pages our users visit with [alicereceptionist.com](http://alicereceptionist.com), in order to determine what [alicereceptionist.com](http://alicereceptionist.com) services are the most popular. This data is used to deliver customized content and advertising within [alicereceptionist.com](http://alicereceptionist.com) to customers whose behavior indicates that they are interested in a particular subject area.

WinTech, LLC. will disclose your personal information, without notice, only if required to do so by law or in good faith belief that such action is necessary to (a) conform to the edicts of the law or comply with legal process served on WinTech, LLC. or the site; (b) protect and defend the rights or property WinTech,



## Privacy Policy for [alicereceptionist.com](http://alicereceptionist.com)

LLC.; and (c) act under exigent circumstances to protect the personal safety of users of [alicereceptionist.com](http://alicereceptionist.com), or the public.

### Use of Cookies

The [alicereceptionist.com](http://alicereceptionist.com) website may use “cookies” to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the web server that you have returned to a specific page. You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer, or you may visit <http://www.google.com/policies/technologies/ads/>. If you choose to decline cookies, you may not be able to fully experience the interactive features of the [alicereceptionist.com](http://alicereceptionist.com) website.

### Security of your Personal Information

To secure your personal information from unauthorized access, use or disclosure, WinTech, LLC. uses D & B Credibility Corp.

### Children under Thirteen

WinTech, LLC. does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

### Changes to this Statement

WinTech, LLC. will occasionally update this Statement of Privacy to reflect company and customer feedback. WinTech, LLC. encourages you to periodically review this Statement to be informed of how WinTech, LLC. is protecting your information.

### Contact Information

WinTech, LLC. welcomes your questions or comments regarding this Statement of Privacy. If you believe that WinTech, LLC. has not adhered to this Statement, please contact Wintech, LLC at:

Wintech, LLC  
319 East Warm Springs Rd. #100  
Las Vegas, NV 89119  
(702) 284-7375  
Effective as of June 1, 2013