



## SCEPTRE IT, LLC TERMS OF SERVICES

Last Modified: February 15, 2021

Welcome to **SCEPTRE IT, LLC's Terms of Services** ("Terms of Services") and thank you for using our Services!

### Acceptance of the Terms of Services

These Terms of Services are entered into by and between You and SCEPTRE IT, LLC (referred to as "SCEPTRE" or "us" or "we"). **By accessing or using any Services provided by SCEPTRE, You are acknowledging You have read, You understand, and You agree to be legally bound and abide by the Terms of Services, without any need for acknowledgment or signature.** Please read the Terms of Services carefully. You must follow these Terms of Services, together with any terms, conditions or policies made available to You within the Services provided.

At SCEPTRE, we provide a broad array of Services. Some will have written agreements tailored for those specific Services (a "Contract"). The Terms of Services shall apply to any such Contract, regardless of whether or not the Terms of Services are expressly incorporated in that Contract. **You agree that the Terms of Services are important legal representations being made by You and SCEPTRE and that the Terms of Services shall apply to and govern ALL Services provided by SCEPTRE to You.**

SCEPTRE's Services are offered and available to clients and customers who are eighteen years of age or older and reside in the United States. By using Services offered by SCEPTRE, You represent and warrant that You are of legal age to form a binding contract with SCEPTRE. If You are using the Services on behalf of a business, You represent to us that you have authority to bind that business to the Terms of Services and any other documents issued by SCEPTRE to You, including a Contract, and that the business accepts and will be fully bound and abide by these Terms of Services and any other such documents. Using the Services provided by SCEPTRE is a representation that You are not a person or entity with whom SCEPTRE is legally prohibited to provide Services.

### Changes to the Terms of Services

We may revise and update the Terms of Services from time to time in our sole discretion. All changes are effective immediately when we post them and shall apply to all access to and use of the Services thereafter. Your continued use of Services following the posting of revised Terms of Services means that You accept and agree to the changes. You are expected to check this page from time to time so You are aware of any changes, as they are binding on You. The Terms of Services may not be modified or amended by You except by a writing signed by both parties.

### Services

The term "Services" as used herein refers to and means any service or capability provided by SCEPTRE to You which includes, but is not limited to, the following: (i) Labor; (ii) Internet Access; (iii) Cloud Hosting; (iv) Computers; (v) Networks; (vi) File Storage and Backup Storage; (vii) Software; (viii) Hardware; (ix) Servers; (x) Email; (xi) Facsimile; (xii) Phone and Voice Services; (xiii) Web Hosting; (ix) Tech Support, including IT Helpdesk, Troubleshooting, Remote Services and Surveillance Support; (x) Websites; (xi) mobile applications; and (xii) any other software, products, and services provided by SCEPTRE to You. You agree with this definition of Services.

### SCEPTRE's Obligations and Representations

1. SCEPTRE understands You are not its employer. You understand that SCEPTRE is not Your employee. You acknowledge and agree that SCEPTRE is an independent contractor to You. Nothing in the Terms of Services shall be construed to constitute You as SCEPTRE's agent, employee, joint venture, and/or any other similar entity. Neither SCEPTRE nor You have the right or ability to bind the other in any agreement with any third parties.

2. SCEPTRE will provide the personnel, equipment, and other resources necessary to provide the Services

requested by You and will provide You reasonably available user guides and documentation to support Your use of the Services.

### **Your Obligations and Representations**

You agree to:

1. Comply with any and all applicable laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over You and/or SCEPTRE;
2. Comply with the Terms of Services and any other documents (i.e., a Contract) issued by SCEPTRE to You;
3. Obtain all necessary permits, approvals, rights and permissions to enable SCEPTRE to perform the Services, and grant such permits, approvals, rights and permissions to SCEPTRE as necessary to perform the Services;
4. Use any and all Services, including products and software, provided by SCEPTRE to You in full compliance with the Terms of Services and any other documents issued by SCEPTRE to You, including a Contract;
5. Make complete and timely payment of fees to SCEPTRE, including the payment of taxes and other costs due, for Services provided at the specified rate and within the specified payment period;
6. Use and maintain reasonable security precautions, protection, and backup of all data, records, files, input materials, reports, forms, and/or other such items that are received, stored, and/or transmitted using the Services provided by SCEPTRE to You (the "Your Data");
7. Use and maintain reasonable security precautions, protection and backup of all information that identifies an individual with that individual's sensitive and non-public financial, health, or other data and/or attribute, such as a combination of the individual's name, address, or phone number with the individual's social security number and/or other government issued number, financial account number, date of birth, address, biometric data, or other personally identifiable information (the "Personal Data");
8. Use and maintain reasonable security precautions, protection and backup of all information that is "protected health information" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR 160.103 (the "Protected Health Information");
9. Determine the suitability of the Services provided by SCEPTRE based on the type of information and data being used by You in connection with the Services being performed and/or provided by SCEPTRE;
10. Provide a safe working site for SCEPTRE agents and employees and comply with all federal, state and local safety laws, rules, ordinances and other requirements;
11. Cooperate with SCEPTRE in all matters relating to the Services provided by SCEPTRE to You;
12. Provide such access to Your premises, and such office accommodation and other facilities as may be requested by SCEPTRE, for the purpose of performing the Services;
13. Respond promptly to any requests from SCEPTRE to provide direction, information, approvals, or authorizations that are reasonably necessary for SCEPTRE to perform the Services;
14. Provide such materials or information as SCEPTRE may request to carry out the performance or provision of Services in a timely manner and ensure that Your materials or information are complete and accurate;
15. Cooperate with SCEPTRE in the investigation and resolution of outages, security problems, and any suspected breach of the terms and conditions of the Terms of Services and any other documents issued by SCEPTRE to You, including a Contract; and
16. Immediately notify SCEPTRE of any unauthorized use of Services and all breaches of security.

If SCEPTRE's performance of Services is prevented, delayed or interrupted by any act or omission of You or Your agents, subcontractors, consultants or employees, SCEPTRE shall not be deemed in breach of its obligations under the Terms of Services or any other documents issued by SCEPTRE to You, including a Contract, or otherwise be liable for any costs, charges or losses sustained or incurred by You.

### **Fees, Expenses and Payments**

A. **Fees and Invoicing.** As consideration for the Services performed and provided by SCEPTRE, You agree to pay all incurred fees, including but not limited to, monthly service charges, installation charges, set-up charges, usage-based charges, rental fees and other charges and fees, for the Services provided as set forth herein and in the applicable documentation issued by SCEPTRE to You, including a Contract. Payments shall be made in accordance with payment provisions on Your invoice, and unless otherwise provided, shall be due and owing forty-five (45) days from the date on Your invoice (the "Due Date"). You agree that any projected fee estimates provided for Services to be billed on an hourly or daily basis are for informational purposes only and that payment shall only be due and owing for actual Services provided by SCEPTRE. SCEPTRE reserves the right to bill in advance for recurring Services,

where applicable. Furthermore, SCEPTRE shall be entitled, in its sole and absolute discretion, and upon thirty days written notice to You, to adjust any or all fees or rates for performance of Services.

B. Reimbursable Expenses. You are responsible for reimbursing SCEPTRE for all expenses incurred by SCEPTRE on Your behalf, with payment due upon receipt (“Reimbursable Expenses”). By way of example, and in no way intended to be an exhaustive list, Reimbursable Expenses may include, but are not limited to, payments made to vendors on Your behalf and shipping and handling costs. Reimbursable Expenses incurred by SCEPTRE on Your behalf may be, but are not required to be, billed on a separate invoice(s) from the invoice(s) for fees for Services.

C. Billing Procedures. SCEPTRE will mail invoices to You on a monthly basis. You must timely inform SCEPTRE of any changes to Your billing information, including changes to Your address(es), phone number(s), contact name(s) and email address(es) to avoid disruption or suspension in Your Services.

D. Overdue Payments and Collections. If payment is not received within five (5) days of the Due Date, You may experience an interruption in Services. If Your account is thirty days or more overdue, SCEPTRE, to the fullest extent permitted by law, reserves the right to suspend and/or disable any and all Services provided to You until Your account is paid in full. If You continue to fail to pay for Services rendered for more than ninety days, SCEPTRE shall remove all Your data from our Services to the fullest extent permitted by law, and Your delinquency may be reported to the credit bureau. Any legal fees incurred during the collection process will be added to Your outstanding balance.

E. Payment Method. SCEPTRE only accepts payment by check. You will be invoiced on or about the first day of each month for the previous month’s Services. SCEPTRE will attempt to email You when an invoice becomes past due. Please remit payment to:

SCEPTRE IT, LLC  
PO BOX 74215  
Cleveland, OH 44194-0002

### **Safety and Legal Compliance**

You shall not use Services in any situation where failure or fault of Services could lead to death or serious bodily injury of any person, or to physical or environmental damage.

You will comply with all applicable export and import control laws and regulations in Your use of Services, and You assume full legal responsibility for any access and use of Services from outside the United States, with the full understanding that the same may constitute export of technology and technical data that may implicate export regulations and/or require export licenses.

### **Ownership Rights, Use, and Restrictions**

SCEPTRE or its licensors retain all ownership, rights, title, interest, and “**Intellectual Property Rights**” (patent rights, copyright rights, rights of publicity, trademark, goodwill, and trade secret rights) in and to the Services provided to You, and/or Services developed by or for SCEPTRE and/or owned by SCEPTRE, including any and all original and/or copies of any products, services, software, and/or documentation, as well as anything created, developed or delivered by or on behalf of SCEPTRE under the provisions of the Terms of Services or any other documents issued by SCEPTRE to You, including a Contract. We reserve all rights not expressly granted to You in the Terms of Services. Neither the Terms of Services nor any other documents issued by SCEPTRE to You, including a Contract, grant You any rights to our trademarks or service marks. You shall not take any action to jeopardize, limit, and/or interfere in any manner with SCEPTRE’s rights, title to, and interest in and to its Services, Intellectual Property Rights, inventions, products, services, software, and/or documentation, nor anything created, developed or delivered by or on behalf of SCEPTRE under the provisions of the Terms of Services or any other documents issued by SCEPTRE to You, including a Contract.

You or Your licensors retain all ownership and Intellectual Property Rights in and to the content created by You. To allow SCEPTRE to provide Services pursuant to the Terms of Services and any other documents issued by SCEPTRE to You, including a Contract, You grant SCEPTRE the right to use, process, and transmit Your content. You

acknowledge and agree You are solely responsible for preservation of Your Data, Personal Data, and/or Protected Health Information. You shall ensure that You and/or Your respective agents provide and will provide data and network security for the protection of data and privacy compliance for, among other things, any and all Confidential Information (as defined below), Your Data, Personal Data, Protected Health Information, proprietary materials or assets, and the like, held by or in the possession of You and/or Your agents, in accordance with all applicable laws, regulations, directives, ordinances and decrees. Except as otherwise prohibited by law, with respect to Your Data, Personal Data, and/or Protected Health Information for which You have contracted for additional or included backup Services and/or other support, SCEPTRE shall have no responsibility to You to preserve Your Data, Personal Data, and/or Protected Health Information, and any such backup Services and/or other support is provided **AS IS, WITH ALL FAULTS**. SCEPTRE is not responsible to You for loss of Your Data, Personal Data, and/or Protected Health Information, or any third party and/or unauthorized use of the Services and/or access to Your Data, Personal Data, and/or Protected Health Information. It is Your sole responsibility to maintain at least one current copy of any of Your content, including any programs, software, Your Data, Personal Data, and/or Protected Health Information. Except as prohibited by law, SCEPTRE shall have no responsibility or liability to You to preserve any of the above-listed content, and any applicable Services are provided **AS IS, WITH ALL FAULTS**.

We respect the Intellectual Property Rights of others. If faced with a credible claim that the Services provided by SCEPTRE to You infringe on the Intellectual Property Rights of a third party, SCEPTRE may suspend and/or terminate Services to You, with or without prior notice. SCEPTRE will not have any liability on account of such termination, except to refund any amounts paid by You to SCEPTRE for Services not used.

#### **Your Services, Content, and Users and Third-Party Services, Content and Users**

You acknowledge and agree SCEPTRE does not control the transfer of data and/or content and/or information over communications facilities, including the Internet, and that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. SCEPTRE is not responsible for any delays, delivery failures, or other damage resulting from such problems.

SCEPTRE is not responsible for any issues related to the performance, operation or security of the services that arise from Your content, Your applications, or third-party content or applications. SCEPTRE does not make any representation or warranty regarding the reliability, accuracy, completeness, and/or correctness of third-party products or content, and disclaims all liabilities arising from or related to third-party products or content. Without limiting the foregoing, SCEPTRE may from time to time recommend and/or make available various third-party software, products, implementation tools, and/or services solely for Your consideration. SCEPTRE IS NOT RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY PRODUCTS, INCLUDING HARDWARE AND SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT ANY SUCH RECOMMENDATIONS OR ACTIONS ARE MADE SOLELY FOR YOUR CONSIDERATION. SCEPTRE MAKES NO REPRESENTATION OR WARRANTIES WHATSOEVER REGARDING THE SUITABILITY, QUALITY OR PERFORMANCE OF SUCH THIRD-PARTY SOFTWARE, HARDWARE, PRODUCTS, TOOLS, AND/OR SERVICES NOT PURCHASED FROM SCEPTRE. YOUR USE OF ANY SUCH THIRD-PARTY SOFTWARE, HARDWARE, PRODUCTS, TOOLS, AND/OR SERVICES IS AT YOUR SOLE RISK. SCEPTRE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

Don't misuse our Services. If You permit agents, subsidiaries and affiliated companies to access or use Services, You agree You are solely responsible and liable for the actions and/or omissions of any and all such users, including any other third-party users.

#### **NO WARRANTIES**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE TERMS OF SERVICES OR ANY OTHER DOCUMENTS ISSUED BY SCEPTRE TO YOU, INCLUDING A CONTRACT, SCEPTRE IS PROVIDING SERVICES TO YOU "**AS IS**", "**AS AVAILABLE**", AND "**WITH ALL FAULTS**". NEITHER SCEPTRE NOR ITS AFFILIATES MAKE ANY REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING THE SERVICES PROVIDED TO YOU BY SCEPTRE,

INCLUDING ANY WARRANTY THAT THE SERVICES WILL BECOME GENERALLY AVAILABLE, BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, SCEPTRE AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

#### **LIMITATION OF LIABILITY – What We Do Not Owe to You**

**TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SCEPTRE OR ANY OF ITS EMPLOYEES, AGENTS, AND/OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES OF ANY KIND, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF TIME, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF MONEY, LOSS OF GOOD WILL, LOSS OF DATA, LOSSES OR DAMAGES INCURRED BY YOU RESULTING FROM LOSS OR MISUSE OF YOUR DATA, PERSONAL DATA, AND/OR PROTECTED HEALTH INFORMATION, OR LOSS OR INCREASED EXPENSE OF USE THAT YOU OR ANY THIRD-PARTY INCURS, REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES) WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY, OR STRICT LIABILITY, WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN, AND EVEN IF SCEPTRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. THE UTILIZATION OF ANY DATA OR INFORMATION RECEIVED BY YOU FROM SCEPTRE IS AT YOUR SOLE AND ABSOLUTE RISK.**

**FOR DAMAGES OTHER THAN THE KINDS IDENTIFIED ABOVE FOR WHICH SCEPTRE SHALL HAVE NO LIABILITY, IN NO EVENT SHALL SCEPTRE BE LIABLE TO YOU FOR DAMAGES IN AN AMOUNT IN EXCESS OF THE AMOUNTS PAID TO SCEPTRE BY YOU DURING THE THEN PRIOR SIX MONTHS FOR THE PROVISION OF SERVICES, EVEN IF SCEPTRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CONSIDERED THE IMPLICATIONS OF THIS LIMITATION AND ACCEPT IT BY ACCESSING OR USING ANY SERVICES PROVIDED BY SCEPTRE.**

**TO THE EXTENT THE FOREGOING EXCLUSIONS OF LIABILITY ARE NOT PERMITTED UNDER APPLICABLE LAW, SCEPTRE'S LIABILITY IN SUCH CASE WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.**

#### **INDEMNIFICATION – You Protect Us**

To the fullest extent permitted by law, You hereby agree to defend and indemnify and hold harmless SCEPTRE and its affiliates, officers, directors, partners, agents, representatives, employees, sureties, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, losses, damages, costs, expenses, suits, debts, actions, demands, proceedings, causes of action, judgments, settlements, compensations, reasonable legal fees, and liability of any kind (collectively, the "Claims"), whether or not involving a third-party claim, which the Indemnified Parties, or any of them, may incur, suffer, sustain or be required to pay, which arise from or relate to (1) Your breach of the Terms of Services or any other documents issued by SCEPTRE to You, including a Contract, (2) Your access to, use, or misuse of the Services, and/or (3) any other Claims which otherwise arise from or are in connection with the Terms of Services, any other documents (including a Contract) issued by SCEPTRE to You, and/or the Services, including any Claims which arise from Your content (such as copyright violation, trademark violation, service mark violation, violation of any state and/or federal laws, or defamation). Without limiting the generality of the foregoing, Your obligation to defend and indemnify and hold harmless the Indemnified Parties shall be deemed to cover (i) Claims by Your employees or agents in connection with the Terms of Services, any other documents (including a Contract) issued by SCEPTRE to You, and/or the Services, and (ii) Claims caused, or alleged to have been caused, in part, by the negligence of any of the Indemnified Parties. If any form of Claims are instituted, or any form of Claims are asserted, against the Indemnified Parties, or any of them, which is covered by this

indemnification provision, SCEPTRE may give written notice thereof to You, and upon receipt of such notice, You shall defend, using counsel reasonably acceptable to SCEPTRE, against any such Claims, paying all costs of defense.

Your obligation to defend and indemnify and hold harmless the Indemnified Parties, or any of them, pursuant to the above provisions shall not be construed to negate, abridge, or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to the Indemnified Parties, or any of them, described herein. In Claims against the Indemnified Parties, or any of them, Your obligation to defend and indemnify and hold harmless shall not be limited by a limitation on the amount or types of damages, compensation or benefits payable by or for any party under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

### **Confidentiality**

“**Confidential Information**” is understood to include all non-public, confidential or proprietary information belonging to or concerning SCEPTRE, including, but not limited to, (i) trade secrets, (ii) technology, (iii) audit and security reports, (iv) research, (v) data, (vi) information pertaining to business operations, activities, strategies, and/or financial affairs, (vii) data and information required to be kept confidential by applicable laws and regulations, (viii) contractual information, (ix) intellectual property, and (x) information pertaining to customers, sales leads and information, proposals, pricing, and marketing (collectively, “**Confidential Information**”), disclosed by SCEPTRE to You, whether disclosed before or after the first provision of Services from SCEPTRE to You, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as “confidential”, in connection with the provision of Services by SCEPTRE to You. Confidential Information shall not be disclosed or copied by You without the prior written consent of SCEPTRE.

Confidential Information does not include information if and to the extent that it can be proved that such information (a) is in the public domain through no action or inaction of You; (b) is known to you or already in Your possession at the time of disclosure without confidentiality obligations; (c) is rightfully and lawfully obtained by You on a non-confidential basis from a third-party; or (d) is required by law to be disclosed by You.

You acknowledge that SCEPTRE's Confidential Information is of value and unique. You hereby agree not to copy, disclose, or use and to assure that Your employees and agents do not copy, disclose, or use SCEPTRE's Confidential Information, and that You shall be responsible for the unauthorized use or disclosure of SCEPTRE's Confidential Information. In the event of unauthorized disclosure, use, or dissemination of SCEPTRE's Confidential Information, which you Agree would cause irreparable injury to SCEPTRE, SCEPTRE shall be entitled to injunctive relief and/or other equitable relief, as well as all other available remedies at law.

### **Suspension or Termination**

***Termination by SCEPTRE:*** SCEPTRE reserves the right to suspend or terminate, with or without reason, the Terms of Services or any other documents (including a Contract) issued by SCEPTRE to You, and/or suspend or terminate Services or Your access to Services, at any time and without prior notice or liability. We may also add or remove, stop, delete, discontinue or impose conditions on Services or any feature or aspect of Services. When reasonably feasible, we will make reasonable efforts to provide notice to You of such suspension or termination. You agree SCEPTRE will not be liable to You or to any third-party for any such suspension or termination, and You agree not to bring any action and/or claim against SCEPTRE for such suspension or termination. If the Terms of Services, any other documents (including a Contract) issued by SCEPTRE to You, and/or the Services are suspended or terminated for any reason, any rights granted to You by SCEPTRE shall end and we may (but are not obligated to) delete Your information and account data stored on our servers (if any) to the fullest extent permitted by law. Upon such suspension or termination, You must cease all access to Services.

If, for any reason or no reason, SCEPTRE suspends or terminates the Terms of Services or any other documents (including a Contract) issued by SCEPTRE to You, and/or suspends or terminates Services, You shall remain responsible for any applicable fees, Reimbursable Expenses, and charges. You shall also remain responsible for any applicable fees and charges for any Services to which You continue to have access to (if any), in addition to any applicable data storage fees and/or additional fees and/or charges.

Termination by You: In the event You elect to terminate the Services called for under the provisions of the Terms of Services, including a Contract, such termination shall only be effective upon thirty (30) days advance written notice to SCEPTRE (referred to throughout as “Your Notice of Termination”). The thirty (30) day window following Your Notice of Termination shall be labeled the “Termination Period”. During the Termination Period, the Parties agree they will operate in good faith to develop a process to facilitate the removal and conversion of the Services provided by SCEPTRE to either Your internal management system(s) or to a separate vendor. Such removal and conversation of the SCEPTRE Services will be at Your sole cost. During the Termination Period, the Parties shall collaborate with due diligence to achieve the following: (1) a firm date by which all SCEPTRE Services (including, but not limited to, equipment, hardware, software, licenses, cloud hosting, web hosting, back-up storage and file storage of data for which SCEPTRE incurs any costs on behalf of You or costs related to the Services called for herein) shall be removed and (2) a firm date by which You shall have in place the resources required either internally or through a separate vendor to replace at Your sole cost all Services provided by SCEPTRE. If You fail to develop and coordinate a program for the removal and conversion of Services provided by SCEPTRE to You by the expiration of the Termination Period, such failure will be at Your risk and have no impact on SCEPTRE’s removal of all Services. Nor shall such failure be deemed to constitute an allowable extension of time beyond the Termination Period. While SCEPTRE may provide information to allow You to convert the Services previously provided, such information is provided as a courtesy to You and shall be deemed advisory only. SCEPTRE shall in no instance be responsible or liable for the development or success of Your conversion and replacement efforts, including whether there are any issues which arise during or after the Termination Period pertaining to Your Data, Personal Data, Protected Health Information, Your storage, and/or for any back-up issues or problems. You are responsible for taking all such actions necessary to protect Your information, including any required back up for Your systems/operations. SCEPTRE is under no contractual obligation to continue any Services to You at the expiration of the Termination Period. Following Your Notice of Termination, and during or after the Termination Period, You are responsible for any applicable fees, Reimbursable Expenses, and charges, in addition to any applicable data storage fees and/or additional fees and/or charges.

Immediately upon expiration of the Termination Period, ALL Services shall be terminated. SCEPTRE shall have no obligation whatsoever to furnish any further coverage(s) of any kind thereafter. In the event that both Parties are able to effectuate this simultaneous removal and replacement of the Services on a date prior to the expiration of the thirty (30) day window following receipt of Your Notice of Termination, termination shall be deemed effective on that date.

In addition to any obligations under the Fees, Expenses, and Payments section, all sections of these Terms of Services that, by their nature, should survive termination by either SCEPTRE or You shall survive termination, including without limitation, (1) Your Obligations and Representations; (2) Ownership Rights, Use, and Restrictions; (3) NO WARRANTIES; (4) LIMITATION OF LIABILITY; (5) INDEMNIFICATION; (6) Confidentiality; and (7) Dispute Resolution.

### **Non-Solicitation**

For a period of twenty-four (24) months after the last provision of Services by SCEPTRE to You pursuant to the Terms of Services or any other documents (including a Contract) issued by SCEPTRE to You, You agree not to hire an employee of SCEPTRE or solicit or encourage a SCEPTRE employee to leave SCEPTRE’s employ.

### **Governing Law**

The Terms of Services, any other documents (including a Contract) issued by SCEPTRE to You, and all Services shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.

### **Binding Dispute Resolution**

In the event of any dispute(s), claim(s), lawsuit(s), and/or other matter(s) arising out of the Terms of Services, any other documents (including a Contract) issued by SCEPTRE to You, and/or the Services, the method of binding dispute resolution shall be **litigation in a court of competent jurisdiction in the Court of Common Pleas, Montgomery County, Pennsylvania. SCEPTRE AND YOU SPECIFICALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT**

**OF OR CONNECTED IN ANY WAY TO THE TERMS OF SERVICES, ANY OTHER DOCUMENTS (INCLUDING A CONTRACT) ISSUED BY SCEPTRE TO YOU, AND/OR THE SERVICES, BECAUSE THE PARTIES BELIEVE THAT THE COMPLEX ASPECT OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.**

### **Notices**

SCEPTRE's standard procedures regarding communications pertaining to the Terms of Services, any other documents (including a Contract) issued by SCEPTRE to You, the Services provided, and/or legal notices is to send such communications to the designated contact person identified by You either by electronic mail, United States mail, or facsimile communication. You should send all communications to SCEPTRE, including non-routine communications and/or legal correspondence, by either electronic mail to [Support@sit-llc.com](mailto:Support@sit-llc.com) or by United States mail to:

SCEPTRE IT, LLC  
ATTN: Vice President  
70 Limekiln Pike  
Glenside, PA 19038

The parties agree that notices are deemed received as of the time delivered, or if that time does not fall within a Business Day, the first Business Day following the time delivered. The parties agree that the term Business Day as used herein shall mean (i) any day other than Saturday or Sunday, (ii) any day that is not a legal holiday pursuant to the laws of the State of Pennsylvania and/or United States of America, or (iii) any day that is not a day on which banking institutions located in the State of Pennsylvania or the United States of America are required by law or other governmental action to close.

### **Assignment**

You may not assign or transfer, in whole or in part, any of Your rights or delegate any of Your responsibilities under the Terms of Services or any other documents issued by SCEPTRE to You, including a Contract, without the prior written consent of SCEPTRE. Any purported assignment or delegation in violation of this section is null and void, and of no effect. No assignment or delegation relieves You of any of Your obligations under the Terms of Services or any other documents issued by SCEPTRE to You, including a Contract.

### **Force Majeure**

SCEPTRE shall not be liable or responsible to You, nor be deemed to have defaulted or breached the Terms of Services or any other documents issued by SCEPTRE to You, including a Contract, for any failure or delay in fulfilling or performing any term or provision of the Terms of Services or any other documents issued by SCEPTRE to You, including a Contract, when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of SCEPTRE including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

### **Severability**

You and SCEPTRE agree that the invalidity of any provision of the Terms of Services or any other documents issued by SCEPTRE to You, including a Contract, shall not invalidate the Terms of Services or any other documents issued by SCEPTRE to You, including a Contract. If it is determined that any provision of the Terms of Services or any other documents (including a Contract) issued by SCEPTRE to You violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable.

### **Headings and Interpretation**



The various headings contained in the Terms of Services are for convenience only and shall not limit or otherwise affect the meaning hereof. The Terms of Services shall be construed according to its plain meaning. In the event any ambiguity is found herein, interpretation shall be based on the intent of the parties, rather than a construction automatically against the interests of the drafting party/agent.

**No Waiver**

No waiver, action, or failure to act by SCEPTRE of any term or condition of the Terms of Services or any term or condition of any other documents issued by SCEPTRE to You, including a Contract, will be deemed a further or continuing waiver of such term or condition or any other term or condition. No single or partial exercise of any right, remedy, power, or privilege under the Terms of Services or any other documents issued by SCEPTRE to You, including a Contract, precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**No Third-Party Beneficiaries**

**There are no third-party beneficiaries to the Terms of Services or any other documents issued by SCEPTRE to You, including a Contract, all of which are for the sole benefit of SCEPTRE and You, and nothing contained in these documents are intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.**