



Terms of Service

FOR LIVE ASSIST FOR MICROSOFT DYNAMICS 365

THESE TERMS OF SERVICE, INCLUDING ANY MODIFICATIONS MADE TO THEM (IN ACCORDANCE WITH SECTION 26 OR 27 BELOW) FROM TIME TO TIME, CONSTITUTE AN AGREEMENT BETWEEN US AND YOU THAT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES. IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

BY ACCEPTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. THIS AGREEMENT IS EFFECTIVE BETWEEN YOU AND US AS OF THE EFFECTIVE DATE (AS DEFINED BELOW).

This Agreement shall apply whether You order Services directly from Us or through a third party, such as a reseller. If any portion of the Services requires You to register, You must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You are entirely responsible for any and all activities that occur under Your account. You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. Definitions.

- a. "Affiliate" means, with respect to any entity, any entity that directly or indirectly controls, is controlled by, or is under common control with such entity. "control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- b. "Agreement" means these Terms of Service, as the same may be amended or modified (in accordance with Section 26 or 27 below) from time to time.
- c. "Brands" means, with respect to either party, the name, trade name, trademarks and icons of such party.
- d. "Documentation" means the applicable usage guides and policies, as updated from time to time, accessible via <https://liveassistfor365.com/en/> or login to the applicable Service.
- e. "Effective Date" means the date that You accept this Agreement.
- f. "Initial Term" shall have the meaning set forth in Section 5 below.
- g. "Malicious Code" means code, files, scripts, agents or programs intended to damage the operation of another's computer or property of another, including, for example, viruses, worms, time bombs, cancelbots and Trojan horses.
- h. "Order Form" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party.
- i. "Renewal Term" shall have the meaning set forth in Section 5 below.
- j. "Services" means the Live Assist for 365 Services that are ordered by You under an Order Form or provided to You under a free trial, and made available online by Us.
- k. "Term" shall have the meaning set forth in Section 5 below.
- l. "Third Party Application" means a Web-based, mobile, offline or other software application functionality that is provided by You or a third party and interoperates with a Service.

- m. "User" means an individual who is authorized by You to use the Services, for whom You have purchased a subscription (or in the case of any Service provided by Us without charge, for whom the Services have been provisioned), and to whom You (or, when applicable, Us at Your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.
- n. "We," "Us" or "Our" means Communication Business Avenue, Inc. or its Affiliate that is listed in the applicable Order Form.
- o. "You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity which have signed Order Forms.
- p. "Your Data" means electronic data and information submitted by or for You or a User to the Services.

2. Free Trial.

If You register for a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the thirty (30) day free trial period for which You registered, or (b) the start date of any paid subscriptions ordered by You for such Service(s). A free trial shall be limited to up to three (3) licenses. In addition, We may further limit, suspend, or terminate a free trial in our sole discretion if We believe that Your activities are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of this Agreement or Our policies. Additional free trial terms and conditions (beyond those set forth in this Agreement) may appear on the free trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. ANY DATA YOU ENTER INTO THE SERVICES DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE FREE TRIAL, PURCHASE APPLICABLE UPGRADED SERVICES OR EXPORT SUCH DATA (IF APPLICABLE) BEFORE THE END OF THE FREE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE FREE TRIAL (E.G., FROM THE PREMIUM VERSION TO THE ENHANCED VERSION); THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE FREE TRIAL, YOU MUST EXPORT YOUR DATA (IF APPLICABLE) BEFORE THE END OF THE FREE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST. NOTWITHSTANDING SECTIONS 13(A) AND (B), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY. SUPPORT DURING THE FREE TRIAL SHALL NOT BE PROVIDED ON A 24X7 BASIS AND SHALL BE LIMITED AS SET FORTH ON OUR WEBSITE. Please review the applicable Service's Documentation during the Free Trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

3. Services.

If you have ordered a paid subscription for Services, We will (a) make the Services available to You pursuant to these Terms of Service and the applicable Order Forms, (b) provide applicable standard support for the Services to You at no additional charge, in each case as described on Our website, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice as provided in the Documentation), and (ii) any force majeure event described in Section 16 below.

4. Fees and Payments.

You agree to pay all fees set forth in the Order Forms, for the length of the Term. You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. Except as otherwise specified herein or in an Order Form, (a) fees are based on Services and subscriptions purchased and not actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, and (c) quantities purchased cannot be decreased during the relevant Term. Invoices are to be paid within 30 days of the invoice date. A one and one-half percent (1.5%) monthly service charge (or the highest amount permissible by law, if less) is payable on all overdue balances that are outstanding more than thirty (30) days after the date of the invoice. The service charge is in addition to the overdue balance. We may condition future renewals and Order Forms on payment terms shorter than those specified in this Section 4. You shall pay or reimburse us (at our election) for any costs of collecting any amount past due hereunder, including reasonable attorneys' fees and collection agency fees. We reserve the right to increase or modify fees for each Renewal Term for the Services. All fees are exclusive of, and You are responsible for, applicable federal, state, or local sales, use, excise or other applicable taxes, other than taxes on Our net income. You shall pay or reimburse Us for any such taxes and We may add any such taxes to invoices we submit to You.

You agree that Your subscription for Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us or our agent regarding future functionality or features.

5. Term.

This Agreement will commence upon the Effective Date and continue for the term set forth in the Order Form (the "Initial Term") unless terminated earlier pursuant to Section 6.

6. Termination.

Either party may terminate this Agreement immediately (a) upon written notice to the other party in the event such other party has committed a material breach of this Agreement that remains uncured thirty (30) days after initial written notice of such breach, and (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. You may also terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice; provided that if such termination without cause occurs during the Initial Term (but not during a Renewal Term), You shall pay to Us an early termination fee in an amount equal to the fees that would be due for Services hereunder for the lesser of (a) six (6) months, and (b) the remainder of the Initial Term. We will invoice You for such an early termination fee upon receipt of your notice of early termination. We may also terminate this Agreement immediately (i) if You fail to pay any outstanding invoice and do not cure such failure within five (5) days of the due date, or (ii) due to any breach by You of Section 7 below. If this Agreement is terminated by Us in accordance with this Section 6, You will pay any unpaid fees covering the remainder of the Term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination. Immediately, but in any event within twenty-four (24) hours upon expiration or any termination, You shall remove all materials, tags and code placed on Your website as part of the Services.

7. License.

So long as You are in full compliance with this Agreement, We grant to You during the Term a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Services, and any software ("Software") provided by Us to access the Services, solely for purposes of (as applicable) communicating with, engaging with and delivering content to end users. We may, in Our discretion, offer updates, upgrades, patches and/or new versions of the Software to You. If instructed by Us, You shall promptly install any such updates, upgrades, patches and/or new versions. The ability to use Services may be affected by minimum system requirements or other factors.

8. Reservation of Rights.

Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their right, title and interest in and to the Services and the Software, including all of Our/their related Brands, any materials or code provided as part of any professional services, technologies, information, trade secrets, know how, and other intellectual property rights, as well as information and data generated by us/them or Our/their systems, whether pre-existing, or created after the Effective Date including any modifications, enhancements and derivatives thereof (including, without limitation, metrics, data and information generated by the Services). No rights are granted to You hereunder other than as expressly set forth herein. We reserve the right to discontinue or disable certain features and/or functionality of the Services that are outdated or otherwise not generally used by Our customers.

9. License to Use Feedback; License to Host Your Data and Use Third Party Applications.

You grant to Us, our licensors and our respective Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our, our licensors and/or our respective Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of Our, our licensor's or our respective Affiliates' services.

You grant Us, our licensors and our respective Affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Your Data, and any Third Party Applications and program code for use by You with the Services, as reasonably necessary for Us and our licensors to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, You retain all rights to Your technologies, trade secrets, knowhow, and other intellectual property created by You, including any modifications, enhancements and derivatives thereof (but specifically excluding any of Our intellectual

property). We acquire no implied right, title or interest from You or Your licensors under this Agreement in or to any of Your Data, Third Party Application or such program code.

10. Usage Restrictions.

You will not (a) modify, copy, decompile, disassemble or reverse engineer, or cause or permit any other party to modify, copy, decompile, disassemble or reverse engineer, Software, technology, and/or Services; (b) sublicense any of Our or our licensor's intellectual property to third parties or sell, resell, rent, sublicense or lease the Services or any Software to third parties; (c) attempt to gain unauthorized access to any Service or its related systems or networks, or otherwise violate the license grant or restrictions set forth in Section 7 above; (d) use the Services to store or transmit Malicious Code or infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein either directly or using third party technology; (f) attempt to gain unauthorized access to the Services or their related systems or networks; (g) alter, copy, move or delete any tags or code placed as part of the Services except as provided for in Section 6; (h) place tags on website pages not pre-approved by Us in writing; (i) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access or use any of Our or our licensor's intellectual property, except as permitted under this Agreement, an Order Form, or the Documentation; or (j) misappropriate any Services or Software, or use the Services or Software, or enable a third party to create competing products or services, or modify Our or our licensor's intellectual property or use any of Our or our licensor's intellectual property unless otherwise permitted herein or otherwise agreed to by Us in a signed writing. Any use of the Services in breach of this Agreement, Documentation or Order Forms, by You or Users that in Our judgment threatens the security, integrity or availability of the Services, may result in Our immediate suspension of the Services.

11. Compliance with this Agreement and Laws.

You shall (a) as required by applicable law, provide notice to Your customers, employees, agents and contractors regarding how data will be used and shared with Us, Our licensor, and Our downstream processors and obtain and maintain valid consent thereof if required for use of the Services or any related technology (such as, regarding monitoring features, cookies, pixel tags or similar technologies), in Your privacy policy and as otherwise required; (b) be responsible for Your employees, subcontractors, representatives and agents that use the Services provided hereunder; (c) comply with any limitations or restrictions agreed between the parties; and (d) use the Services in compliance with all applicable laws, rules and regulations. If You use SMS, You shall (a) comply with regional consumer consent and opt-in and opt-out requirements applicable to Your business use of SMS or other messaging functionality; (b) comply with all requirements related to use of SMS or other messaging functionality, including, but not limited to, obtaining and maintaining valid consumer consent to send and receive messages.

12. Confidential Information.

We and You understand and agree that in connection with the negotiation and performance of this Agreement, each party may have had or gain access to or may have been or be exposed to, directly or indirectly, private or confidential information of the other party, including, but not limited to, trade secrets, computer programs and code, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance information, documentation, details of its products and services, know-how, ideas, and technical, business, financial or marketing information, models, pricing, plans and strategies, as well as names and expertise of, and information relating to, vendors, employees, consultants, customers and prospects, and (in case of You) all information of a proprietary and confidential nature related to the Services, and any other information that the receiving party reasonably should know is confidential and reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Each party agrees to hold and treat all Confidential Information of the other party in confidence and will protect the Confidential Information using reasonable efforts, but in any event not less than the same degree of care as such party uses to protect its own Confidential Information of like nature. The Confidential Information will not, without the prior written consent of the other party, be disclosed to any third party except that the receiving party may disclose the Confidential Information or portions thereof to (a) its directors, officers, employees, subcontractors, agents and representatives on a need-to-know basis, so long as each such recipient agrees to be bound in writing to maintain the confidentiality of such information upon terms no less restrictive than those set forth herein, or (b) as may be required by law, applicable regulation or judicial process, provided, however, that if the receiving party is required to disclose such Confidential Information under this clause (b), the receiving party shall promptly notify the disclosing party, in writing, of such pending disclosure and consult with the disclosing party prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. Notwithstanding anything contained herein to the contrary, Confidential Information does not include any information that (i) at the time of the disclosure or

thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives), (ii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information, or (iii) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law, and without using any Confidential Information. This Section shall supersede any previous agreement relating to confidential treatment and/or non-disclosure of Confidential Information; provided, however, that any information disclosed pursuant to that earlier agreement shall be deemed to be Confidential Information and protected under the terms of this Agreement as if this Agreement had been in place at the time of such disclosures.

13. Warranties.

You represent and warrant that (a) You have the right to enter into this Agreement and perform Your obligations hereunder in the manner contemplated by this Agreement and the person accepting this Agreement has the power and authority to bind You, (b) this Agreement does not and shall not during the Term conflict with any other agreement entered into by You, (c) use of the Services (or any results of the Services, including but not limited to the collection of any customer data) by You will not violate any applicable law or Your privacy policy, and (d) You own (or have been duly licensed to use) all rights in Your Brands required in order to grant the licenses granted herein.

We represent and warrant that the Services and Software will conform substantially to the description of them contained in the applicable Documentation. This limited warranty is subject to the following limitations: (i) it applies only during the Term ("Warranty Period"); (ii) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last only during the Warranty Period; (iii) this limited warranty does not cover problems caused by accident, abuse or use of the Services in a manner inconsistent with this Agreement, or resulting from events beyond Our reasonable control; (iv) this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and (v) this limited warranty does not apply to downtime or other interruption in access to the Services. If You notify Us within the Warranty Period that a Service does not meet the limited warranty, then We will, at Our option, either (A) return the amount paid for the Service during (1) the Term or (2) the twelve (12) months prior to delivery of notice to Us, whichever is less, or (B) update such Service to make it conform. These are Your only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law. DURING ANY FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. WE DO NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE RESULTS OF THE USE OR THE BENEFITS OF THE SERVICES, OR ANY INFORMATION CONTAINED THEREIN OR OTHERWISE PROVIDED PURSUANT TO THIS AGREEMENT. OUR PERSONNEL ARE NOT AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION OR THE EXCLUSION OF WARRANTIES IN THIS AGREEMENT. OUR EXPRESS WARRANTIES WILL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY WILL ARISE OUT OF, OUR RENDERING TECHNICAL OR OTHER ADVICE IN CONNECTION WITH THE SERVICES.

14. Limitation of Liability.

EXCEPT FOR YOUR LIABILITY ARISING OUT OF YOUR USE OF THE SERVICES OR SOFTWARE IN VIOLATION OF SECTIONS 7, 10 OR 11 ABOVE, OR FOR EITHER PARTY'S LIABILITY ARISING OUT OF A VIOLATION OF SECTION 12 ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OR DELAY OF USE, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF DATA, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE SERVICES. NEITHER PARTY SHALL BE LIABLE FOR ANY ACTS OR OMISSIONS OF THIRD PARTIES NOT UNDER ITS CONTROL. WE SHALL NOT BE LIABLE FOR ANY THIRD-PARTY SERVICES, CODE, TECHNOLOGY, APPLICATIONS, POLICIES, PROCEDURES, OR PRODUCTS.

IN NO EVENT SHALL WE BE LIABLE FOR ANY CAUSE OR CLAIM WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT IN EXCESS OF THE AMOUNTS WE HAVE BEEN PAID HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

THE FOREGOING LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER THE CAUSE OF ACTION ARISES IN CONTRACT, IN TORT OR OTHERWISE AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY OR NEGLIGENCE. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY AS SET FORTH

ABOVE, THESE LIMITATIONS WILL BE DEEMED MODIFIED SOLELY TO THE EXTENT NECESSARY TO COMPLY WITH APPLICABLE LAW.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE HAVE SET OUR PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN US AND YOU AND FORM A BASIS OF THE BARGAIN BETWEEN THE PARTIES.

15. Indemnity.

We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may, in Our discretion and at no cost to You, (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under Section 13(b) above, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon thirty (30) days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Your Data, or Your use of the Services in violation of this Agreement, the Documentation or applicable Order Forms.

You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that any of Your Data infringes or misappropriates such third party's intellectual property rights, or arising from Your use of the Services or Software in violation of the Agreement, the Documentation, the Order Forms or applicable law (each a "Claim Against Us"), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

This Section 15 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of intellectual property infringement or misappropriation claim described in this Section 15.

16. Force Majeure.

The parties shall not be liable to each other or any other person for any delay or failure in the performance of this Agreement (other than payment obligations) or for loss or damage of any nature whatsoever suffered by such party due to disruption or unavailability of communication facilities, utility or Internet service provider failure or delay, denial of service attack, acts of war, acts of terrorism, acts of vandalism, lightning, fire, strike, unavailability of energy sources or any other causes beyond the party's reasonable control.

17. Data Storage.

The applicable User may access chat transcripts generated by the Services online for up to thirteen (13) months after the chat occurs (the "Storage Period"). The applicable User may request that such transcripts be exported in a readable JSON, XML or comparable format during the Storage Period and provided to such User for an additional fee.

18. Login.

You shall maintain Your login name(s) and password(s) for the Services, if any, in confidence and shall not share the login information with any third party. You shall be responsible for any and all activity on the login, regardless of whether such activity was performed or approved by You.

19. Independent Applications.

From time to time, third party software applications, plug in or other add-on online applications that integrate, interoperate or interact with Our Services ("Applications") may become available. If You choose to install, access or enable an Application, You agree that the third party Application provider may acquire access to Your account data and information data and such data may be shared with such third party Application provider as required for the interoperation or integration of such Application and Applications are not maintained, monitored, tested, controlled, endorsed, provided, verified, validated or reviewed by Us. Accordingly, such Applications including de(activation) and the third party's use of Your Confidential Information are governed by their own terms and conditions and are not considered Services under this Agreement. You assume full responsibility for any damages, losses, costs, or harms arising from the use of or inability to use such Applications. To the extent permitted by law, We disclaim all liabilities with respect to Your use of or inability to use such Applications and the performance or non-performance of such Applications (including direct, indirect, incidental, punitive or consequential damages). We have no obligation to monitor such Applications and do not control or endorse the content, messages or information found in such Applications and specifically disclaim any liability with regard to such content, messages or information. We do not monitor or control the limitations, suspension or termination of such Applications and specifically disclaims any liability with regard to such limitations, suspension or termination.

20. Beta Services.

From time to time, We may make services or functionality available to You to try at Your option at no additional charge, which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description (collectively, "Beta Services"). You may choose to try such Beta Services or not in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Services" under this Agreement, however, all restrictions, Our reservation of rights and Your obligations concerning the Services, and use of any related Applications, shall apply equally to Your use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We offer Beta Services "as-is" and will have no liability for any harm or damage arising out of or in connection with a Beta Service.

21. Personally Identifiable Information.

Personally identifiable information collected through the Services may be transferred, stored and processed in the United States or any other country in which We or our contractors or service providers maintain facilities. This includes any personally identifiable information You collect using the Services. By using the Services, You consent to any such transfer of Personally identifiable information outside of Your country that may occur. Notwithstanding the foregoing, in the event Your account is created in the United Kingdom or the European Union, chat and co-browse session data generated by Your Users of the Services will remain in facilities located in the United Kingdom or the European Union. You also agree to obtain sufficient authorization from persons providing Personally identifiable information to You, to (a) transfer that data to Us and our contractors and service providers, and (b) permit its transfer, storage and processing. See Our privacy (which may be amended from time to time in accordance with its terms) policy for more information about how We may collect and use personally identifiable information. Our privacy policy is available at <https://liveassistfor365.com/en/privacy-policy/>.

22. Other Information.

You agree that the Services includes monitoring of User activity and generates system data based on such activity, and understand that We shall share Your visitors' data with our licensors or subcontractors performing services for Us who are bound by confidentiality terms. You acknowledge that We may use third-party service providers who are authorized to place cookies, pixel tags, or similar technologies in the Services with Our permission to enable Us to compile metrics and analytics to help improve the Services. You acknowledge that (a) non-personally identifiable data, transcripts and information generated by the Services may be used by Us and Our licensors and contractors for purposes such as, but not limited to, troubleshooting, optimization and tuning, system improvements, customer support and reporting, and (b) we and our licensors and contractors and service providers may, in Our and their sole discretion, access to, review, modify, relocate, remove or otherwise eliminate any content or other material sent through or otherwise included in the Services by a User or anyone on behalf of or for the benefit of a User in the event such content is not in compliance the terms or conditions of this Agreement. You acknowledge that We may process each Your visitor's data for the purposes; (a) to provide the Services; or (b) to operate, maintain, enhance and support the Services and related services; and (c) to respond to customer support requests.

23. Misuse of Communications.

The Services contain message and communication facilities designed to enable You to communicate with others. You agree to use the Services only to post, send, and receive messages and material that are proper and permitted by applicable law. By way of example, and not as a limitation, You agree that when using the Services, You will not (i) violate any law, statute, ordinance or regulation, (ii) violate any patent, trademark, trade secret, copyright, right to privacy, publicity, or other proprietary right of any party, (iii) reverse engineer, decompile, disassemble or translate or otherwise attempt to derive the source code of any part of Our or our contractor's systems, (iv) use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise) or to commit fraud, (v) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others, (vi) send or otherwise make available any inappropriate, profane, defamatory, obscene, abusive, racist, indecent or unlawful topic, name, material or information, (vii) send or otherwise make available any information or material that may constitute or encourage conduct that is a criminal offense or civil wrong (e.g., insider trading information about a company or proprietary or confidential information of a third party), (viii) impersonate any person or entity or make any false statements regarding any agency or affiliation with any entity or create a false identity, (ix) send, or otherwise make available files that contain images, photographs, software or other data or material protected by copyright, trademark, trade secret or other intellectual property laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consent to do the same, (x) use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other intellectual property right of any party, (xi) send files that contain Malicious Code, (xii) falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material that is sent, or (xiii) provide material support or resources (or conceal or disguise the nature, location, source or ownership of material support or resources) to any organization designated as a terrorist organization by the U.S. government.

We have no obligation to monitor the Services. However, We reserve the right to review materials sent through the Services and to remove any materials in Our sole discretion.

We do not control or endorse the content, messages or information found in any Services and, therefore, we specifically disclaim any liability with regard to such content, messages or information.

Without limiting other remedies, We may limit, suspend, or terminate the Services and Your accounts, delay or remove Your content, or use other technical and legal measures to stop You from causing harm, if We believe that Your activities are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of this Agreement or Our policies.

24. Export Compliance.

The Services and other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service or Content in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

25. Notices.

All notices under this Agreement must be given in writing and delivered either by hand, e-mail (receipt confirmed in the case of notices from You to Us), certified mail (return receipt requested, postage pre-paid), facsimile (with evidence of a successful transmission), or nationally recognized overnight delivery service (all delivery charges pre-paid). Notices from Us to You shall be provided to the contact information We have on file for You. Notices from You to Us shall be provided to Communication Business Avenue, Inc. #508-YRP-1, 3-4 Hikarinoka, Yokosuka-shi, Kanagawa-ken, Japan, 239-0847, Attn: Chief Finance Officer or if by email, to support@liveassistfor365.com. All such notices to Us shall be effective on the date actually received, or in the case of mailed notices, three (3) business days (or seven (7) business days in the case of an international mailing) after such mailing. The above addresses/contact information may be changed at any time by giving prior written notice as above provided.

26. Entire Agreement; Order of Precedence.

This Agreement is the entire agreement between You and Us regarding Your use of Services and Software and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided in Section 27 below, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed/accepted by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation

(excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

27. Modifications.

Modifications to this agreement may be made by us at any time. The modified agreement will be effective immediately upon posting on our website and you agree to the new posted agreement by continuing the use of the services. We will use reasonable efforts to notify you of modifications that are material to your use of the services or software, which notice may be provided by email or notification posted to your account. If you do not agree with the modified agreement, your only remedy is to (a) discontinue using the services and related software, as well as any free trial (if applicable), and (b) terminate this agreement in accordance with its terms, in which case we shall refund to you any prepaid fees. The headings in this agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Sections 1, 4, 6, 8, 9, 10, 12, 14, 15, 17, 23, 25, 27, 28 and 30 shall survive the expiration or termination of this agreement.

28. Governing Law; Consent to Jurisdiction.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of Japan, exclusive of conflicts of laws provisions. The Tokyo District Court (the "Applicable Courts") shall have the exclusive and agreed jurisdiction in the first instance in any action or proceeding relating to, arising out of or in connection with this Agreement. The application of the UN Convention on Contracts for International Sale of Goods is expressly excluded.

29. Government End Use Provisions.

We provide the Services, including related Software and technology, for ultimate government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

30. Miscellaneous.

We have the right to discontinue the Services at any time through notice to You at Our sole discretion. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement (including the Order Forms) may not be assigned by You (whether by operation of law or otherwise) without Our prior written consent, such consent not to be unreasonably withheld. We may assign this Agreement (including the Order Forms) without Your consent or notice to You. No failure by either party to exercise or enforce any rights under this Agreement shall act as a waiver of such rights. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and the unenforceable provision shall be interpreted so as to render it enforceable while approximating the parties' intent as closely as possible.

31. High Risk Activities.

The services are not fault-tolerant and are not designed or intended for use or resale as on-line control equipment or in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or aircraft communication systems, mass transit, air traffic control, direct life support machines, dedicated emergency call handling systems (e.g. In connection with an emergency 911 call center, as opposed to a voip application that processes calls which include emergency 911 calls) or weapons systems, in which the failure of a product could lead directly to death, personal injury, or severe physical or environmental damage ("high risk activities"). If you use a service for high risk activities, you do so at your own risk and you assume all responsibility and liability for such use to. You agree that we, our affiliates, our successors and all of their respective officers, directors, employees, licensors, suppliers and authorized providers will not be liable for any claims or damages

arising from or related to use of the services for high risk activities to the maximum extent such limitation or exclusion is permitted by applicable law.

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