



Order Form

This Order Form is subject to and forms part of the attached Master Services Agreement (“**Agreement**”). By signing this Order Form, the Supplier and the Client each acknowledge and agree to be bound by the terms of the Agreement.

<p>Recite Me NA LLC (the “Supplier”) 12110 Sunset Hills Road, Reston, VA 20152, USA</p>	<p>City of Waukesha (the “Client”) 201 Delafield St., Waukesha, WI 53188</p>
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Software and Services	Client Websites and Applications	Initial Term	Fees
<p><i>The Recite Me PDF Remediation Services</i></p> <p><i>Further details of which are available here:</i> https://reciteme.com/product/pdf-accessibility-checker/</p>	<p><i>Programmatic remediation of machine-detectable WCAG issues within PDFs, Maximum of 3,333 PDF Pages remediated per year: \$5,000 per year</i></p>	2 Years	\$10,000
<p>Total Fees: \$10,000 plus any sums payable for Professional Services (if applicable), calculated in accordance with the rates set out above) – Invoiced annually at \$5,000 per year</p>			

Payment Terms	Fees to be paid within 30 days of the date of invoice.
Contract StartDate (where known)	
Purchase Order Number	

If You wish to procure any Software and/or Services from Us after the date this Order Form, we may either (a) enter into a new Order Form or (b) agree in writing (including by email) that such additional software and/or services shall be deemed included in this Order Form.

	For the Supplier	For the Client
Signature	<i>Matthew Cox</i>	
Contact Name	Matthew Cox	
Title	Head of North America	
Email Address	Matt.cox@reciteme.com	



Date		
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MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is entered into between Recite Me NA LLC, of 12110 Sunset Hills Road, Suite #600, Reston, VA 20190, USA. Acting as the exclusive agent in the USA of Recite Me Limited, (“**Recite Me**”, “**We**”, “**Us**” or “**Our**”) and the client named on the Order Form (“**Client**”, “**You**” or “**Your**”) with effect from the date of the first Order Form (the “**Effective Date**”).

This Agreement supersedes any other agreement between You and Us with respect to Recite Me Software and Services and applies to all Order Forms, unless You and We expressly agree otherwise in writing in an Order Form.

1. Definitions and Interpretation

The definitions and rules of interpretation in this clause apply in this Agreement.

Accessibility Laws and Standards: the WCAG standards or any other accessibility related laws, rules, regulations, standards and/or guidance which may be applicable to Your Client Website and Applications.

AI Systems: means machine-based systems designed to operate with varying levels of autonomy, which may be used for example to assist with bug fixes or to create descriptions or (‘alt-tags’) of images and videos, which systems may be incorporated into Our Software and Services from time to time.

Authorized Users: those users and web visitors of Your clients who You allow to access and use our Software and/or Services via your Client Websites and Applications.

Availability Policy: our availability policy which is available here: [Service Level Agreement](#)

Business Day: a day other than a Saturday, Sunday public or federal holiday.

Client Data: the data which is provided by You to Us, to enable You to access and/or use our Software and/or Services.

Client Personnel: those of your personnel, including employees and contractors, who You allow access and use of our Portal.

Client Websites and Applications: those of the Your websites and web applications for which You can use our Software and/or Services, as specified in the Order Form.

Confidential Information: information that is proprietary or confidential to the disclosing party which, in the case of Us, includes information relating to Our Software and Services and, in the case of You, includes Your Client Data. Confidential Information does not include any information which

is or becomes known publicly (other than through any fault of the receiving party), or that which is required to be disclosed to the public by the Wisconsin Public Records Law.

Contract Start Date: means the Contract Start Date set out in the Order Form (if known) otherwise shall be the Go Live Date.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organizational measures: as defined in the Data Protection Legislation.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **Change of control** shall be construed accordingly.

Data Protection Legislation: any applicable data protection and privacy legislation in force from time to time in the USA

Deliverables: means any tangible or intangible results provided, created or developed by Us for You as part of the Professional Services.

Documentation: any technical documentation that We provide or make available to You which relates to our Software and/or Services, as updated by Us from time to time.

Fees: means all fees which are payable by you to us under the terms of an Order Form or under this Agreement.

Go Live Date: means the date on which the Services provided by Us to You go live to the public.

Initial Term: the initial term (if any) specified in the Order Form during which You can access and use the Software and/or Services referred to in that Order Form, which commences on the start date specified in the Order Form.

Order Form: the document(s) signed by You and Us which describe the Software and/or Services which We agreed to make available to You, the Fees, the Term and the Support.

Portal: the portal operated by Us through which You and Your Client Personnel can access information relating to Your use of Our Software and/or Services (if and to the extent we make such Portal available to you).

Professional Services: means configuration, implementation and/or any other professional services provided by Us to You and as set out in an Order Form.

Programmatic Success Criteria: those success criteria comprising the latest version of WCAG which can be scanned programmatically at the date of this Agreement, as detailed in the Portal.

Renewal Term: each period following the Initial Term or then current Renewal Term, which shall, unless otherwise agreed (including by email), be equal to the length of the Initial Term, during which We will continue to provide You with Our Software



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and/or Services, unless You or We serve notice on the other in accordance with clause 21.

Scanning Service: Our accessibility scanning technology service, details of which are set out or linked to in the Order Form.

Services: means the Scanning Services, Professional Services and/or any other services that We agree to provide to You, as set out in the Order Form and which for the avoidance of doubt may include AI Systems.

Software: means the Toolbar and/or any other software products listed in the Order Form, including any Updates to the same and which we may provide to You, and for the avoidance of doubt may include AI Systems.

Taxes: any sales, excise, export, import, value added or similar taxes.

Toolbar: means Our Accessibility Toolbar, details of which are set out or linked to in the Order Form.

Support and Maintenance: means the technical services and support services which We will provide to You in accordance with our Support Policy which is available here: [Service Level Agreement](#) subject to any limits set out in the Order Form.

Term: the Initial Term together with any subsequent Renewal Terms.

Update: has the meaning given to it in clause 15.1.

Virus: any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

WCAG: the latest publicly released version of the Web Content Accessibility Guidelines from time to time.

1.1 A reference to a statute or statutory provision is a reference to it as amended from time to time and include all subordinate legislation made under that statute or statutory provision.

1.2 A reference to writing or written includes e-mail.

1.3 References to clauses are to the clauses of this Agreement.

2. ORDERING OUR SOFTWARE OR SERVICES

2.1 We will supply our Software and Services to you, initially, by way of an agreed Order Form relating to the same.

2.2 We may supply You with any further Software and/or Services through either: (a) a new Order Form; or (b) where We have agreed in writing (including by email) that such additional Software and/or Services shall be deemed included in an existing Order Form.

2.3 Each Order Form, which incorporates this Agreement, will form a separate contract between Us and You.

3. YOUR RIGHT TO USE OUR SOFTWARE AND SERVICES

3.1 Provided that You pay all Fees which are due and comply with the terms of this Agreement, You and Your Authorized Users, shall have the right, during the Term, to access and use the Software and Services, according to the terms of the Order Form and this Agreement. You cannot transfer or assign Your rights to any other person or entity.

3.2 You understand that:

- (a) You and Your Authorized Users can only use our Software and/or Services on the Client Websites and Applications listed in the Order Form;
- (b) only You and Your Client Personnel can use our Software and/or Services.

4. AUTHORISED USERS and AUTHORISED PERSONNEL

4.1 We allow Your Authorized Users to access and use Our Software and Services on the following conditions:

- (a) You shall indemnify us against any claim brought by Your Client Personnel for any matter arising in connection with this Agreement, Our Software and/or Services; and
- (b) You must ensure that Your Client Personnel comply with the terms of this Agreement. If they fail to do so, You will be responsible for such failure.

4.2 To enable Us to provide Client Personnel with access to the Portal, We will need to set up a user account for each Client Personnel ("**User Account**"). You will need to provide Us with the full name, email address and contact telephone number of each Client Personnel who You wish to be authorized to access the Portal. We will then provide You with a username and password ("**Log in Details**") for each Client Personnel to use to log into the Portal.

4.3 In respect of our Scanning Service, or our Portal (to the extent made available to You) You:

- (a) must provide accurate and complete information to enable Us to create a User Account for each Client Personnel and You must tell us if there are any changes to that information;
- (b) must ensure that each Client Personnel keeps his or her User Account and Log in Details confidential and does not share, lend or give them to anyone else, even temporarily;
- (c) must not allow anyone other than Your Client Personnel to access and use the Portal;
- (d) must notify Us promptly if an Client Personnel no longer requires access to the Portal;
- (e) are responsible for any and all activities that occur under a User Account;
- (f) must notify Us immediately if You become aware that any User Account and/or Log in Details have or may be compromised, or if any person or entity gains unauthorized access to the Portal.



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5. IMPORTANT CONDITIONS ON USE OF OUR SOFTWARE AND/OR SERVICES

- 5.1 You, Your Client Personnel and Your Authorized Users must not upload, store, distribute or transmit on or through any of our Software and/or Services:
- (a) any Virus;
 - (b) any material that:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) facilitates illegal activity;
 - (iii) depicts sexually explicit images;
 - (iv) promotes unlawful violence;
 - (v) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or
 - (vi) is otherwise illegal or causes damage or injury to any person or property.

5.2 In the event of breach of clause 5.1, We may immediately and without notice, disable Your and Your Authorized Users' access to Our Software and/or Services. We will not be in breach of Our obligations to You by doing so.

- 5.3 You, Your Client Personnel and Your Authorized Users must:
- (a) use Our Software and/or Services only for Your own business purposes and in accordance with each Order Form, this Agreement and the Documentation;
 - (b) not, except to the extent any applicable law which is incapable of exclusion by agreement between Us allows you to do so:
 - (i) copy (other than for backup purposes), modify, duplicate, create derivative works from, transmit, or distribute Our Software and/or Services in whole or part, or attempt to do so;
 - (ii) de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any software comprising Our Software and/or Services, or attempt to do so;
 - (c) not access any of Our Software and/or Services in order to build a competing product or service;
 - (d) not use any of Our Software and/or Services to provide the same or similar services to third parties;
 - (e) remove or modify any proprietary rights notices that appear in the Software or in the Portal.

6. SUPPORT, MAINTENANCE AND AVAILABILITY

- 6.1 We will provide Support and Maintenance, subject to any limits specified within the Order Form.
- 6.2 Subject to the terms of our Support and Maintenance, We do not guarantee that our Software and Services will be accessible without interruption or downtime.

7. OUR TOOLBAR

7.1 If the Toolbar is specified in an Order Form, You are granted a license to use the Toolbar on Your Client Websites and Applications which are specified in the Order Form. If you use the Toolbar on any other website or application, we reserve the right to charge you separately for such use calculated per URL, at the

same rates as charged under this agreement (subject to changes for volume).

- 7.2 You understand that:
- (a) the Toolbar does not guarantee that Your Client Websites and Applications will be compliant with Accessibility Laws and Standards;
 - (b) the Toolbar does not completely eliminate the risk of any claims or assertions being made against You in relation to the accessibility or otherwise of Your Client Websites and Applications; and
 - (c) You are responsible for ensuring that Your Client Websites and Applications are compliant with Accessibility Laws and Standards, including taking professional legal advice in relation to the same.

8. OUR SCANNING SERVICE

8.1 If the Scanning Service is specified in an Order Form, You are granted a license to use the Scanning Service on Your Client Websites and Applications which are specified in the Order Form. If you use the Scanning Service on any other website or application, we reserve the right to charge you separately for such use, calculated per URL, at the same rates as charged under this agreement (subject to changes for volume) and you will indemnify us in full against any liability or claim arising from such unauthorized use.

- 8.2 You understand that:
- (a) the Scanning Service may not identify all accessibility issues with Your Client Websites and Applications;
 - (b) even if You rectify any accessibility issues identified by the Scanning Service, it does not:
 - (i) guarantee that Your Client Websites and Applications will be compliant with the Accessibility Laws and Standards; or
 - (ii) completely eliminate the risk of any claims or assertions being made against You in relation to the accessibility or otherwise of Your Client Websites and Applications.
 - (c) You are responsible for ensuring that Your Client Websites and Applications are compliant with Accessibility Laws and Standards, including taking professional legal advice in relation to the same. You accept full liability for any action You take as a result of Us providing the Scanning Service to You.

9. OUR PROFESSIONAL SERVICES

- 9.1 Any Professional Services will be provided during Normal Working Hours at the location specified in the Order Form and at the rates specified in the Order Form (or, if no rates are specified, at Our standard rates at the time the Professional Services are provided).
- 9.2 We will charge You at cost for any travel and expenses incurred in providing the Professional Services, unless stated otherwise in an Order Form.
- 9.3 Any advice provided by us to you shall not be considered legal advice and you accept that you will need to take your own legal and professional advice in relation to ensuring that your website and applications are legally compliant.



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- 9.4 We shall retain all rights, title and interest in and to the Deliverables included related intellectual property rights, other than those rights granted to You under the terms of this clause or as specified in the Order Form.
- 9.5 You acknowledge that the Deliverables comprise Our Confidential Information and You are not permitted to reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license, sublicense or grant a security interest in all or any portion of the Deliverables.
- 9.6 Subject to the terms of this Agreement, We provide You with a perpetual royalty free, non-exclusive license to use the Deliverables solely for Your own business operations.
- 10. YOUR CLIENT DATA**
- 10.1 You own Your Client Data. You must ensure that it is accurate, complete and up to date and that You and We have the right to use it in relation to Our Software and/or Services.
- 10.2 If any of Your Client Data is lost or damaged by Us, we will try to restore it from the latest back-up maintained by Us. We cannot guarantee that We will be able to do so and We will not be responsible if we are unable to do so.
- 10.3 If any of Your Client Data comprises Personal Data, You and We must comply with Data Protection Legislation.
- 10.4 You and We understand that:
- (a) if We process any personal data as processor on Your behalf when providing Our Software and/or Services (“**Your Personal Data**”), You are the controller and We are the processor, for the purposes of the Data Protection Legislation;
 - (b) Your personal data may be transferred or stored outside UK and the EEA or the country where You are located, unless the Order Form states otherwise.
- 10.5 You must ensure that You have the right to provide Us with Your Personal Data and enable Us to use it in accordance with this Agreement.
- 10.6 If we process any of Your Personal Data in providing Our Software and/or Services, We agree that We will:
- (a) process Your Personal Data only to the extent necessary to provide Our Software and/or Services and in accordance with any other documented written instructions You provide, unless We are required by applicable law to otherwise process Your Personal Data (in which case we will notify you if we are legally permitted to do so);
 - (b) only transfer Your Personal Data outside of the European Economic Area and the United Kingdom in accordance with applicable Data Protection Legislation, including by providing an adequate level of protection for any of Your Personal Data that is transferred;
 - (c) help You to respond to any request from a data subject that You receive and in complying with Your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, at Your reasonable cost;
- (d) notify You without undue delay on becoming aware of a personal data breach in relation to any of Your Personal Data which We store or otherwise process;
 - (e) delete or return Your Personal Data (including any copies) to You if You ask us to do so in writing, and on termination of the Agreement, unless We are required by applicable law to retain a copy of Your Personal Data.
- 10.7 You and We confirm that You and We have in place and will maintain appropriate technical and organizational measures in accordance with applicable Data Protection Legislation to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, which shall be appropriate to the harm that might result from the same and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
- 10.8 You give your general authorization for Us to use third party processors who are listed here: [Third Party Processors](https://knowledge.reciteme.com/knowledge/recite-me-sub-processors) <https://knowledge.reciteme.com/knowledge/recite-me-sub-processors> to process Your Personal Data. If You object to any new sub-processor we appoint on reasonable grounds relating to the protection of Your Personal Data, You can notify Us. If We cannot resolve your objection in accordance with this clause 10.8 or provide the Software and/or Services without using the new sub-processor, You may terminate the Order Form relating to the affected Software and/or Services and We will give you a pro-rated refund of any Fees paid in advance in relation to the terminated Software and/or Services.
- 11. EXPORT**
- You and We agree to comply with all of our respective obligations under applicable laws and regulations relating to the export, re-export, and transfer of Our Software and/or Services.
- 12. OTHER OBLIGATIONS OF US AND YOU**
- 12.1 To enable Us to provide You with Our Software and/or Services, You must:
- (a) cooperate with Us, provide Us in a timely manner with any information, instructions and/or access to any of Your premises that we reasonably require and comply with any obligations of Yours in the Order Form or under this Agreement;
 - (b) ensure that You have all necessary licenses, consents, and permissions for Us provide the Software and/or Services to You;
 - (c) ensure that Your network and systems comply with any specifications provided by Us to You.
- 12.2 You and We will comply with our obligations under applicable laws in relation to the provision, receipt



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and/or use (as applicable) of Our Software and/or Services.

13. FEES AND PAYMENT

13.1 We will invoice You for the Fees in accordance with the relevant Order Form.

13.2 You must pay each invoice raised by Us within thirty (30) days of the date of the invoice (to the extent they are not disputed).

13.3 If You do not pay the Fees when due, and without prejudice to any other rights and remedies We have, We may, without notice:

- (a) cease providing Our Software and/or Services until the Fees are paid; and
- (b) charge interest on any outstanding sum accruing on a daily basis on such due amounts owing at an annual rate equal to 1% over the Prime Rate as published in the Wall Street Journal from time to time.

13.4 All Fees and other sums referred to in this Agreement and each Order Form:

- (a) are payable in the currency specified in the Order Form;
- (b) are non-cancellable and non-refundable;
- (c) must be paid in full without deduction, counterclaim or withholding; and
- (d) are exclusive of Sales and Use Taxes, which shall be added to Our invoice(s) at the appropriate rate.

13.5 We can increase the Fees at the start of each Renewal Term upon 60 days' prior notice to You and the Order Form shall be deemed to have been amended accordingly.

14. RIGHTS IN OUR SOFTWARE, SERVICES AND ANY IDEAS

14.1 We or our licensors own all intellectual property rights in Our Software and Services, including the results of any Professional Services. You only have the right to use Our Software and Services as expressly permitted in this Agreement, each relevant Order Form and the Documentation.

14.2 If You or any of Your Client Personnel provide Us with any ideas, feedback, recommendations, comments or suggestions about Our Software and/or Services (collectively "Ideas"), by entering into this Agreement You:

- (a) irrevocably assign and transfer, on behalf of Yourself and Your Client Personnel, all intellectual property and other proprietary rights in those Ideas to Us, free of charge from the date they are provided to Us; and
- (b) agree that We shall become the sole owner of the Ideas from the moment they are provided to Us and We can use, adapt and/or exploit those Ideas as we see fit without any payment or other obligation to You or any of Your Client Personnel.

The provisions of this paragraph 13.2 shall continue to apply following expiry or termination of this Agreement, for any reason whatsoever.

15. CHANGES TO OUR SOFTWARE AND/OR SERVICES

15.1 We may make changes to our Software and/or Services at any time during the Term (including, without

limitation, updates, upgrades, bug fixes, patches and other error corrections) ("Updates"). We will try to give you reasonable notice of any Updates which may materially affect your use of the Software and/or Services. We reserve the right to charge additional Fees for any optional or additional products, services or features.

15.2 If We introduce an Update which enables Our Scanning Service to scan against any new Programmatic Success Criteria, You understand that:

- (i) the breadth of tests for those new Programmatic Success Criteria may be narrower than the breadth of tests for existing Programmatic Success Criteria for a period after the Update is first launched;
- (ii) scans for the new Programmatic Success Criteria may result in incorrect test results for a period after the Update is first launched. If You work with Us to report any incorrect test results and if You provide Us with feedback in relation to the scans for the new Programmatic Success Criteria, We will be able to improve the scan results for such new Programmatic Success Criteria more quickly.

16. CONFIDENTIALITY AND PUBLICITY

16.1 Subject to clause 16.2, a party receiving Confidential Information from the other must keep the disclosing party's Confidential Information confidential and not make it available to any third party, except as required by the Wisconsin Public Records Law. Neither You or We will use the other's Confidential Information for any purpose other than to provide or to receive and use (as appropriate) the Software and/or Services. The receiving party shall ensure that all of its staff who have access to the other's Confidential Information keep it confidential and shall be responsible for any failure by those staff to do so.

16.2 The receiving party may disclose the disclosing party's Confidential Information if and to the extent required by law.

16.3 You agree that, unless otherwise agreed in an Order Form or You notify us to the contrary, during the Term we can publish Your name and logo on our website and in other promotional materials relating to Our business.

16.4 This clause 16 applies following termination of this Agreement and/or all or any Order Forms, however arising.

17. OUR PROMISES TO YOU AND YOUR PROMISES TO US

17.1 We will ensure that that:

- (a) we will provide any Professional Services in accordance with good industry standards using appropriately qualified personnel who shall exercise reasonable skill and care; and
- (b) our Software and/or Services will perform materially in accordance with the Documentation; and
- (c) We have all necessary licenses, consents, and permissions necessary to enable Us to provide the Software and/or Services to You in accordance with this Agreement and each Order Form.



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- 17.2 If we do not provide Our Software and/or Services in accordance with clause 17.1, We may, at Our own expense, rectify the defect or replace the defective Software and/or Services. We will have no other obligations to You in relation to any defective Software and/or Services.
- 17.3 We shall not be required to rectify or replace any defective Software and/or Services if the defect is caused by You or Your Authorized Users' use of the Software and/or Services contrary to this Agreement, the relevant Order Form(s), the Documentation or Our instructions, in combination with other software and/or services not provided by Us or where the Software and/or Services have been modified by anyone other than Us.
- 17.4 We do not give any other warranties, promises or assurances in relation to Our Software and/or Services. All other conditions, warranties or other terms which might have effect or be implied or incorporated into this Agreement and/or any Order Form, whether by statute, common law or otherwise, are excluded to the fullest extent permitted by law.
- 17.5 You understand that if We provide any information, guidance and/or assistance to any Authorized User, whether through his or her User Account, the Portal or otherwise ("Assistance"), that Assistance is for information only. We do not give any warranties, promises or other assurances regarding to that Assistance and we shall have no responsibility or liability to you in such Assistance (including, without limitation, the results of such Assistance), unless we are providing that Assistance as Professional Services, in which case clause 17.1 (a) applies.
- 17.6 You will ensure that You own or have all the necessary licenses, rights, consents, and permissions to appoint Us to provide the Software and/or Services in accordance with this Agreement and each Order Form.
- 18. THIRD PARTY CLAIMS**
- 18.1 If any of Our Software and/or Services or any parts of them are or may, in Our opinion, become subject to a claim by a third party that Our Software or Services infringe their intellectual property rights (a "**Third Party IP Claim**"), We may:
- (a) replace the relevant part(s) of Our Software and/or Services with functionally equivalent non-infringing software and/or services;
 - (b) obtain a license for Your continued use of the relevant part(s) of the Software and/or Services; or
 - (c) terminate this Agreement or the applicable Order Form for the infringing part of the Software and/or Services and provide a pro-rata refund of the license fees that You have paid in advance for the period from the date of termination.
- 18.2 We shall indemnify and hold You harmless from any damages, costs, and other liabilities arising from a Third Party Claim.
- 19. LIMITS ON LIABILITY**
- 19.1 Nothing in the Agreement excludes Our liability to You or Your liability to Us for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) Any obligation upon Us to indemnify You;
 - (d) any other liability which may not be excluded by law.
- 19.2 Nothing in the Agreement excludes or reduces Your liability for:
- (a) any failure to pay the Fees; or
 - (b) any breach by You of Clauses 5.1.
- 19.3 Subject to clauses 19.1 and 19.2:
- (a) neither We or You will be liable for (a) loss of revenues or profits; (b) loss of or damage to business reputation; (c) loss of use or business interruption; (d) loss of wasted management time or staff time; (e) loss of data; or (f) indirect, incidental, special, punitive or consequential damages, whether in an action in contract or tort (including negligence), even if the other party has been advised of the possibility of such damages;
 - (b) our liability to You (whether for breach of contract, misrepresentations, negligence or otherwise) shall be limited to the maximum of the amount of the Fees paid by you in the previous 12 months relating to such claim.
- 20. TERM**
- 20.1 The Agreement shall, unless terminated as provided in clause 21, commence on the Effective Date and shall continue for the period of the Initial Term and the Renewal Terms.
- 21. TERMINATION**
- 21.1 Subject to clause 21.2, each Order Form and this Agreement shall continue for the Initial Term and thereafter unless You or We terminate it by giving the other at least 3 months written notice, to take effect no earlier than the end of the Initial Term.
- 21.2 You or We can terminate an Order Form or any part of an Order Form for Professional Services only (but not, for the avoidance of doubt, any other aspect of the Order Form) by giving the other at least 1 month's written notice.
- 21.3 You can terminate this Agreement upon 30 days' written notice given to Us after an increase in Fees under clause 13.5.
- 21.4 Without affecting any other right or remedy available to You or Us, You or We can terminate all or any Order Forms with immediate effect by giving written notice to the other if the other:
- (a) commits a material breach of this Agreement which is irremediable or (if remediable) the other fails to remedy that breach within 30 days after being notified in writing to do so. It is important to note that any breach by You of clauses 5.1, 5.2, 10.5 or 14 shall be deemed to be a material breach which is not capable of remedy;
 - (b) becomes the subject of any bankruptcy proceeding or any other proceedings relating to insolvency, administration, liquidation or assignment for the



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benefit of some or all of its creditors or enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations; or

(c) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

21.5 We can also terminate all or any Order Forms with immediate effect by giving written notice to You if You fail to pay the Fees or other sums due to us by the due date and You remain in default for more than (10) days after being notified of the default by Us.

21.6 If you terminate an Order Form pursuant to clause 21.1 or 21.2, a representative of Yours and a representative of Ours will meet remotely or in person to discuss the reasons for termination and Your representative agrees to provide us with feedback on Our Software and Services.

22. WHAT HAPPENS UPON TERMINATION

22.1 If an Order Form terminates for any reason, You must:

(a) immediately stop using the Software and/or Services the subject of that Order Form; (b) immediately remove all software comprising of Our Software and/or Services from Your Client Websites and Applications; and (c) promptly pay Us any outstanding Fees due in relation to Our Software and/or Services the subject of that Order Form.

22.2 If all Order Forms terminate for any reason:

(a) all licenses granted under this Agreement and those Order Forms shall immediately terminate and You must immediately stop using the Software and/or Services;

(b) You and We shall return to the other any equipment, property and other items (and all copies of them) belonging to the other;

(c) We can delete any of Your Client Data which is in Our possession;

(d) You must pay all Fees invoiced by Us prior to termination and, in relation to any Fees due for Your use of our Software and/or Services which have not been invoiced, We will invoice You and You must pay that invoice promptly;

(e) any rights, remedies, obligations or liabilities of You or Us that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination, are not affected.

23. SUSPENSION

23.1 We reserve the right to suspend your access to and/or use of any of Our Software and/or Services, at any time and without prior notice, if We believe that any of the following circumstances apply ("**Circumstances for Suspension**"):

(a) where providing the Software and/or Services may impose a security risk or cause harm to Us, any of Our clients or any third party;

(b) You or any of Your Authorized Users or any third party acting on their behalf are using Our Software and/or Services in a manner that may impose a security risk or

cause harm to Us, any of Our clients or any third party; or

(c) You or any of its Authorized Users are in breach Clauses 5.1.

23.2 We will lift any such suspension when We are confident that the relevant Circumstances for Suspension no longer apply.

24. FORCE MAJEURE

You and We shall not be responsible for failure or delay in performing any of Your or Our obligations under this Agreement and/or any Order Form as a result of anything outside Your or Our reasonable control ("Force Majeure"). The time for performance will be extended for a period equal to the duration of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days then either You or Us may terminate the Order Form affected by Force Majeure by giving written notice to the other. The terms of this clause shall not apply to the payment of Fees by You.

25. GENERAL

25.1 If there is an inconsistency between any of the provisions in this Agreement and an Order Form, the provisions in the Order Form shall prevail.

25.2 Any variation of this Agreement must be in writing and signed by each of You and Us (or our respective authorized representatives), providing that any change agreed by email shall also be binding.

25.3 No failure or delay by either You or Us to exercise any right or remedy that we have under this Agreement or at law constitutes a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

25.4 Except as expressly stated in this Agreement, the rights and remedies under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

25.5 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

25.6 This Agreement and each Order Form is the entire agreement between the parties relating to the Software and/or Services to be provided under that Order Form and supersedes all previous agreements or understandings between You or Us, whether written or oral, relating to those Goods and/or Services.

25.7 You and We each confirm that we are not relying on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or an Order Form.

25.8 You will not assign, transfer, charge, sub-contract or otherwise deal with any of Your rights or obligations under this Agreement or any Order Forms without Our prior written consent.



Recite Me Master Services Agreement

- 25.9 We are an independent contractor and not an agent, partner, joint venture, employer or employee of Yours.
- 25.10 No person or entity other than You and Us have the right to enforce this Agreement.
- 25.11 All notices given under this Agreement or an Order Form must be in writing and delivered by hand, email, first class prepaid mail or recorded delivery mail. Notices to Us should be sent to vendor@reciteme.com or 12110 Sunset Hills Road, Reston, VA 20152, USA for the attention of Country Manager. Notices for You should be sent to the billing address on the Order Form or the address at the top of this Agreement. A notice will be deemed received:
- (a) when received, if delivered by hand or email; or
 - (b) the next business day after it is sent, if sent by first class prepaid mail or recorded delivery;
 - (c) five business days following postage, if sent internationally.
- 25.12 The Agreement and all Order Forms are governed by and to be construed in accordance with the laws of the State of Wisconsin. We each agree that the courts of the State of Wisconsin have exclusive jurisdiction to settle any dispute or claim arising in relation to this Agreement and/or any Order Form (including non-contractual disputes or claims). Nothing in this Agreement shall be construed to subject You to the jurisdiction of any state other than Wisconsin or any country outside of the US.