

Kleer Terms of Use

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WELCOME TO KLEER!

Thanks for using Kleer.com and our associated web sites, mobile applications, and software tools (collectively, the “Kleer Services”). Kleer, LLC (www.kleer.com) provides services, including the Kleer Services, to healthcare and other service providers (Providers), enabling them to offer services and products to their patients. By using Kleer Services you agree to the terms, conditions, and notices contained herein and our [Privacy Policy](#) (collectively, the “Terms”). These Terms are between you and Kleer, LLC and its affiliates (“Kleer” or “Us” or “We”). Please read the Terms carefully before you start to use the Kleer Services. If you do not agree with these Terms, please do not access or use the Kleer Services.

We may modify these Terms or add additional terms from time to time to reflect, for instance, a change to the Kleer Services or a change to the law. You should review the Terms regularly. Any changes to the Terms will be effective immediately upon being posted to the Kleer Services. Continued use of the Kleer Services after any changes to the Terms shall constitute your consent to such changes.

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1. NATURE OF SERVICES

Kleer provides a software platform that enables Providers to offer their services and products directly to consumers and for consumers to purchase services directly from Providers. KLEER DOES NOT PROVIDE MEDICAL, DENTAL, OR HEALTH RELATED SERVICES AND DOES NOT PROVIDE INSURANCE OF ANY TYPE.

2. USER RIGHTS, OBLIGATIONS AND RESTRICTIONS

Users. Kleer is available to both Visitors and Members (collectively, “Users”) of the Kleer Services. You become a Kleer Visitor (or “Visitor”) by accessing any of the Kleer Services. You become a Kleer Member

(or "Member") by purchasing a Provider service or product through the Kleer Services. In order to use some of the Kleer Services, you may be required to register for an account ("Kleer Account"). In order to create a Kleer Account, you will need to register, which includes providing us with your access credentials, such as an email address and password. We encourage you to use "strong" passwords that use a combination of upper and lower case letters, numbers, and symbols.

True and Accurate Information. As a User you agree to provide, as applicable, (i) true, accurate, current, and complete information about yourself when prompted; and (ii) maintain and properly update your Kleer Account information to keep it true, accurate, current, and complete. If you provide information that is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to suspect that you have, or you intend to, violate these Terms, as determined in our sole discretion, we have the right to suspend or terminate, as applicable, your use of your Kleer Account, the Kleer Services, and Provider services (or any portion thereof).

Access Credentials. You are solely responsible for (i) authorizing, monitoring, controlling access to, and maintaining the strict confidentiality of your access credentials; (ii) not allowing another person to use your access credentials; and (iii) any damages that may be incurred as a result of your failure to maintain the strict confidentiality of your access credentials. Kleer is not liable for any harm related to your disclosure of access credentials, or your decision (in violation of the Terms) to allow another person or entity to access and use the Kleer Services using your access credentials. You must immediately notify Kleer if you become aware of any unauthorized use of your access credentials or any other concerns that you have about the misuse or security of your Kleer Account by using the contact information listed below.

No Responsibility for Provider Services or Products. Any healthcare or other service or product you receive from a Provider shall be between you and the Provider, and we shall have no responsibility for such services or products. We shall not be responsible for any inaccuracies, misrepresentations, misdiagnoses, treatment errors, or other acts or omissions of the Providers.

Kleer does not provide medical advice; respond to medical inquiries; endorse any Provider; endorse any specific medical procedure, product, test, or opinion; or make any representation or warranties with respect to a Provider or the quality of services or products they may provide. Kleer is not responsible for the healthcare or related services or products that a Provider may provide.

No Guarantee of Provider, Provider Services or Provider Products. We cannot guarantee that Providers or their services or products listed in the Kleer Services will be available. Providers may choose to dis-enroll from, or not participate in, Kleer at any time or change the services or products they offer. Although we cannot guarantee that Providers are available and can provide the desired services or products, we will use commercially reasonable efforts to ensure that all Provider listings within Kleer Services are as accurate as possible.

Content for Informational Purposes Only. Kleer provides content relevant to the Provider services and products that are offered on the Kleer Services. The content provided in Kleer Services, including

information about participating Providers and their services and products, is provided for informational purposes only. If you choose to rely on any content on the Kleer Services, you do so at your own risk.

You Will Not Misuse the Kleer Services. The Kleer Services are intended for your personal, noncommercial use in accordance with the Terms. You agree that you will not (i) use Kleer Services for any purpose that is unlawful or prohibited by these Terms; (ii) copy, display, or distribute any part of the Kleer Services in any medium, without our prior written consent; (iii) use the Kleer Services in whole or part, or any benefit thereof, for any commercial purpose, including, but not limited to, selling, bartering, disposing of, or otherwise transferring any services obtained through the Kleer Services in violation of these Terms or any of the Providers' terms and conditions without our express written permission or the express written permission of the applicable Provider; (iv) use the Kleer Services in any manner which could damage, disable, overburden, or impair Kleer or interfere with any other party's use and benefit of the Kleer Services; (v) use any automated devices, such as spiders, robots, or data mining techniques, to catalog, download, store, reproduce, or distribute content available on the Kleer Services; manipulate the Kleer Services; or otherwise exceed the limited access granted to you by us; (vi) take action to interfere with, interrupt, destroy, or limit the functionality of the Kleer Services or any computer software or hardware or telecommunications equipment; or (vii) distribute or transmit any content or software or other computer files that contain a computer virus or other harmful component.

You Must Be 18 Years of Age to Use the Kleer Services. Individuals under the age of 18 may utilize the Kleer Services only under the supervision of a parent or legal guardian, under such person's Kleer Account, and otherwise subject to these Terms.

Account Sharing. Because Kleer allows its Members to add their family and friends to one Kleer Account, it may become necessary for Kleer to send care-related information of a Kleer Member to the Kleer originating Member who is responsible for and/or listed on the Kleer Account. This disclosure may include information related to health care treatment. You hereby agree to hold Kleer harmless for any losses or injuries that arise, directly or indirectly, from Kleer's sharing of your information with other Kleer Members that share your Kleer Account.

License Grant. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable license to: (i) download and install a copy of the Kleer mobile app on any mobile device or computer that you own or control and to run such copy solely for your own personal use; (ii) view text, graphics, images, audio, video, or information (collectively, "Content") that we make available through the Kleer Services, including any Content licensed from a third party; and (iii) view any Content that a User posts, uploads, publishes, submits, or transmits for public dissemination and to be made available through the Kleer Services ("User Content") to which you are permitted access solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, or otherwise exploit the Kleer Services or Content, except as expressly permitted in these Terms or in express written consent from Kleer. No licenses or rights are granted to you by implication or otherwise under any intellectual

property rights owned or controlled by us or our licensors, except for the licenses and rights expressly granted in these Terms.

How We May Contact You. If you become a Member, we may use automated telephone dialing, text messaging systems and electronic mail to provide messages to you about matters related to your enrollment matters, such as scheduled payments, missed payments, support, and other important information. Any message related to your actual healthcare or benefits for that care will simply ask you to contact us. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else. You give us your permission to call or send a text message to any telephone number you have given us or you give to us in the future and to play pre-recorded messages or send text messages over the phone. You also give us permission to communicate such information to you by e-mail. You understand that, when you receive such calls, texts, or e-mails, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with such calls, texts, or e-mails. You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber or primary user such telephone number(s), you agree to immediately give us notice of such facts so that we may update our records.

Copyright. The Kleer Services and associated Content are owned by Kleer or licensed by Kleer from third parties, such as the American Dental Association, product manufacturers and FairHealth. All rights reserved. You may not, except with our express written permission, distribute or commercially exploit the Content that appears on the Kleer Services. Nor may you transmit it or store it in any other web site or other form of electronic retrieval system. Any unauthorized redistribution or re-servicing of any part or all of the Content in any form is prohibited.

Trademarks. The Content on the Kleer Services, including certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, service and program names, slogans, and the compilation of the foregoing is protected in the U.S. and internationally under trademark and other intellectual property laws. You agree that you will not remove or alter any author, trademark, or other proprietary notice or legend displayed on the Kleer Services (or printed pages produced from the Kleer Services).

You further agree to in no other way use any Content that appears on the Kleer Services in a manner that is likely to cause confusion among consumers or that disparages or discredits Kleer.

Posting Content. Some of the Kleer Services allow you to upload, submit, store, send, or receive content ("User Content"). You retain ownership of any intellectual property rights that you hold in User Content. In short, what belongs to you stays yours. However, by posting any User Content, you hereby grant us a

non-exclusive, sub-licensable, worldwide, fully-paid, royalty-free license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content in any and all media now known or hereinafter developed without the requirement to make payment to you or to any third party or the need to seek any third party permission. You will follow these rules when posting User Content: (i) you will not post any content that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful; (ii) you will not post any content protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (iii) you will not post personal information about yourself or other Users; (iv) you will not post any content intended for a commercial purpose, including advertisements, without the prior express written approval of Kleer; (v) you will not post any content that impersonates or misrepresents your affiliation with any person or organization; and (vi) you will not post any material that contains malware, which could impair the functionality of Kleer.

We reserve the right to monitor the User Content that is posted on the Kleer Services. We also reserve the right, in our sole discretion, to remove any User Content that we deem is posted in violation of the Terms.

Links to Third Party Web Sites. Kleer Services may contain links to other web sites ("Linked Sites"). The Linked Sites are not under the control of Kleer, and Kleer is not responsible for the contents of any Linked Site. Kleer is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Kleer of the siteLinked Site or any association with its operators.

Licenses to Third Party Content. Kleer has licensed content from the American Dental Association (ADA). By accessing ADA content within the Kleer Services you agree to be bound by the ADA Terms of Use shown in Exhibit A (ADA Terms of Use). In the event that the terms and conditions set forth in the attached ADA Terms of Use conflict in any manner with the terms and conditions set forth herein with respect to the subject matter contemplated by the ADA Terms of Use, the terms and conditions set forth in the ADA Terms of Use shall govern, as applicable.

Accuracy of Content. Although we strive to ensure the accuracy of the Content on or available through the Kleer Services, the Content may include inaccuracies or typographical errors. We cannot be held responsible by you for the accuracy of such Content. Content on the Kleer Services may include User Content. We are not responsible for any User Content that is posted on the Kleer Services and do not guarantee its accuracy or completeness. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all Content, including User Content, provided on the Kleer Services.

3. DISCLOSURES

Here is some important information to consider when purchasing a membership plan through the Kleer Services:

Membership plans are not (i) insurance, (ii) qualified health plans under the Affordable Care Act, (iii) pre-payment for future services, or (iv) payment for access to discounted services. Rather,

Membership plans are direct payment arrangements between plan members and Providers for services, products and care provided.

Membership plans run for 12 months and include an auto renewal feature. Plan members can opt out of the auto renewal at any time.

The membership plans are administered by Kleer, LLC located at 992 Old Eagle School Road, Wayne, PA 19382. You can learn more about Kleer at <http://www.kleer.com/> or by calling 1-844-965-5337.

Providers establish their own membership fees, treatment fees, and terms. Fees and terms may vary depending on Provider, services and products provided, and location.

Kleer does not make payments to Providers for medical services. Plan members and plan sponsors pay Providers for medical services and Kleer charges Providers fees for use of the Kleer platform and services.

Membership plans include a 30-day money back guarantee. A member can cancel their plan and receive a full refund up to 30 days after purchase if no services or discounts have been used.

Home care products include the manufacturer's shipping, return and warranty policies (eg. electric toothbrush). Details are included with the product.

4. DISCLAIMERS

NO WARRANTY. ALL CONTENT, INFORMATION, SERVICES, AND RELATED GRAPHICS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. KLEER AND/OR ITS SERVICE PROVIDERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE CONTENT, INFORMATION, SERVICES, AND RELATED GRAPHICS CONTAINED ON THE KLEER SERVICES FOR ANY PURPOSE.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, KLEER AND/OR ITS SERVICE PROVIDERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, WITH REGARD TO THE CONTENT, INFORMATION, SERVICES, PRODUCTS AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. KLEER EXPRESSLY DISAVOWS ANY WARRANTY OR GUARANTEE OF ANY KIND ON THE TITLE OR QUALITY OF ANY KLEER SERVICE OR PROVIDER SERVICE OR PROVIDER PRODUCT PURCHASED OR OTHERWISE OBTAINED FROM THE KLEER SERVICES.

INDEMNIFICATION. ANY CONTENT OR SERVICES OR PRODUCTS OBTAINED FROM THE KLEER SERVICES IN ANY MANNER WHATSOEVER ARE DONE AT YOUR OWN RISK. YOU HEREBY AGREE TO FULLY INDEMNIFY AND HOLD US HARMLESS FROM ANY AND ALL LIABILITY THAT MAY ARISE AS A RESULT OF ANY TRANSACTION OCCURRING BECAUSE OF YOUR USE OF THE KLEER SERVICES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LIABILITY OR CAUSE OF ACTION WHICH RESULTS FROM OUR NEGLIGENCE, GROSS NEGLIGENCE, OR RECKLESSNESS. YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC

ADVICE TAILORED TO YOUR SITUATION. ADDITIONALLY, THIS LIABILITY WAIVER AND INDEMNITY PARAGRAPH CONTAINS AND LIMITS ANY LIABILITY OF OURS ARISING FROM ANY STRICT LIABILITY OR INTENTIONAL TORT WE CAUSE, EITHER PROXIMATELY OR OTHERWISE, TO ANYONE.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, IN NO EVENT SHALL KLEER AND/OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF KLEER, WITH THE DELAY OR INABILITY TO USE KLEER OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY CONTENT, INFORMATION, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH KLEER, OR OTHERWISE ARISING OUT OF THE USE OF KLEER SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF KLEER OR ANY OF ITS SERVICE PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE KLEER SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE KLEER SERVICES.

System Outages, Slowdowns, and Capacity Limitations. At times you may experience difficulty accessing the Kleer Services or communicating with Kleer through the internet or other electronic services as a result of high Internet traffic, transmission problems, systems capacity limitations, or other problems. Any computer system or other electronic device, whether it is yours, an internet service provider's, or Kleer's, can experience unanticipated outages or slowdowns or have capacity limitations. Kleer makes no warranty whatsoever to you, express or implied, regarding the availability of the internet or cell or data service.

Protecting Your Devices and Kleer Account. Kleer makes no warranty whatsoever to you, express or implied, regarding the security of the Kleer Services, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through the Kleer Services. You acknowledge and agree that you are solely responsible for maintaining the security of your devices. Kleer is not responsible for any losses resulting from the loss or theft of your device or the loss or theft of your information transmitted from or stored on your devices.

5. TERMINATION BY US

We may terminate your Kleer Account at our discretion without notice. If we do so, your Provider at their discretion may fulfill the services and products that you purchased or give you a prorated refund based on the number of months remaining on your Provider services. However, your Provider will not be obligated to provide any refund for termination related to conduct that we determine, in our discretion, violates these Terms or any applicable law, involves fraud or misuse of the Kleer Services, or is harmful to our interests, a Provider's interests, or another User. Our failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of our rights.

6. JURISDICTION, APPLICABLE LAW AND MANDATORY ARBITRATION

Choice of Law. Except as set forth in the Mandatory Arbitration provision below, this agreement is governed by the laws of the Commonwealth of Pennsylvania, and if for any reason a claim or dispute is not arbitrated, you hereby consent to the exclusive jurisdiction and venue of courts in Philadelphia County for all disputes arising out of or relating to the use of the Klear Services. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Klear as a result of your use of Klear Services. Klear's performance is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Klear's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of Klear Services or information provided to or gathered by Klear with respect to such use.

Mandatory Arbitration; Jury Trial and Class Action Waiver. The parties agree that any dispute, controversy or claim arising from or relating to these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, your access to or use of Klear Services at any time, whether before or after the date you agreed to the Terms, the relationships resulting from any of the foregoing, or the arbitrability of any claim or dispute, must be resolved by binding arbitration, and not by a judge or jury in a court of law. However, you and Klear each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. The arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. If the AAA is unable to serve and the parties cannot agree on a replacement, a court with jurisdiction will select the administrator or arbitrator. The Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, *et seq.*, governs the interpretation and enforcement of this provision. **The parties knowingly and voluntarily waive any right (a) to a trial by judge or jury, (b) to participate in a class action or other representative action in court or in class-wide arbitration, whether as a class representative, class member, private attorney general or otherwise, or (c) to join or consolidate claims in arbitration.** If a determination is made that the class action waiver is invalid or unenforceable, only this sentence of this arbitration provision will remain in force and the remainder of this arbitration provision shall be null and void, provided that the determination concerning the class action waiver shall be subject to appeal. This arbitration provision shall survive any assignment, cancellation or termination or the bankruptcy of any party. The arbitrator's decision will be final and binding, except for any appeal rights under the FAA. In the event of any conflict between this arbitration provision and the Terms or the AAA rules, this arbitration provision will govern.

Severability. Except as set forth in the Mandatory Arbitration provision above, if any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.

Whole Agreement. Unless otherwise specified herein, these Terms constitute the entire agreement between the User and Kleer with respect to Kleer and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Kleer with respect to Kleer. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Terms and all related documents are drawn up in English.

7. ASSIGNMENT

These Terms may be assigned by us, without your consent, to (i) a parent or subsidiary; (ii) an acquirer of Kleer, LLC or any of its assets; or (iii) a successor by merger.

8. CONTACT US

If you have any questions or concerns, please contact us by email at support@kleer.com or by phone at 1-844-YO-KLEER (1-844-965-5337)

Exhibit A: ADA Terms of Use

Definitions

"ADA" means the American Dental Association

"CDT" means the textual, graphic and other editorial content included in the ADA developed publications entitled '*CDT2016: Current Dental Terminology*' ("CDT") and all Updates as defined herein. The CDT content includes, but is not limited to, the *Code on Dental Procedures and Nomenclature*, a glossary, the ADA dental claim form and other dental information.

"Code" means the *Code on Dental Procedures and Nomenclature*, whether delivered in print or machine-readable format. Each individual dental procedure is comprised of at least the following two components: (1) a five character alphanumeric "code" that identifies a specific dental procedure and (2) a short, written literal definition of the procedure code called the "nomenclature". Some but not all individual dental procedures have a third component, (3) a written narrative that provides a more detailed definition and the intended use of the procedure code, called the "descriptor".

"Updates" means any modified or updated versions, new editions, or derivative works of the CDT that ADA, at its sole discretion, makes generally available to licensees under existing license agreements. All Updates are part of the CDT once delivered to licensees and are governed by the Terms of Use.

"Output" means any electronic copy of the CDT, or portions thereof (including without limitation any complete or partial listings of the CDT codes or nomenclature), displayed as part of the Services that is created by Kleer's search engine or any other mechanism within the Services.

Terms and Conditions

1. **License Grant:** You are hereby granted a non-exclusive, non-transferable right to use the CDT within the Services and solely for non-commercial purposes. This License grants you the right to search or query and retrieve CDT codes and nomenclatures within the Services subject to the restrictions noted herein.
2. **License Restrictions:** Except as expressly permitted in the "License Grant", you may not and may not permit anyone else to: (a) to download CDT content, or to otherwise copy, cut, extract, excerpt, email, or print CDT content on or from the Services; (b) alter, amend, change or modify the CDT, including the CDT codes, nomenclature or other content of the CDT; (c) remove any copyright or other proprietary notices, labels or marks from the CDT or from output created by using the Services; (d) distribute, sell, assign, lease or otherwise transfer the CDT, including the Code or any portion thereof, in any printed, machine-readable or other form to any other person, firm or entity, including but not limited to, as Output; or (e) use the CDT, whether on a time-sharing, remote job entry or other multiple user arrangement. You shall take reasonable measures to maintain the security of the CDT. IN NO EVENT SHALL YOU USE THE SERVICES FOR OR ON BEHALF OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO USE OF THE SERVICES TO PROVIDE CONSULTING, TIME-SHARING OR OUTSOURCING SERVICES OR ACT AS A SERVICE

BUREAU OPERATION. YOU ARE EXPRESSLY PROHIBITED FROM DISTRIBUTING OUTPUT, INCLUDING THE CODE OR PORTIONS THEREOF, TO ANY PERSON, FIRM OR ENTITY.

3. **Ownership of Intellectual Property:** You acknowledge and agree that ADA owns all right, title and interest (including all copyrights and other intellectual property rights) in the CDT (in all print and machine readable forms), all other rights of commercialization, rental or sale of the CDT or any; part thereof, the right to make derivatives of the CDT and the right to distribute the CDT and copies thereof. You acquire no proprietary interest in the CDT, or any portion thereof. Except for the limited rights expressly granted to you herein this Terms of Use, all other rights in the CDT are owned and retained by ADA.
4. **Warranty:** EXCEPT AS EXPRESSLY STATED HEREIN, THE CDT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU BEAR ALL RISK RELATING TO QUALITY, ACCURACY AND PERFORMANCE OF THE CDT.
5. **Limitation of Liability:** IN NO EVENT WILL ADA BE LIABLE FOR ANY LOST PROFITS OR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES, ARISING OUT OF THE AGREEMENT OR THE USE OF OR INABILITY TO USE THE CDT OR DOCUMENTATION, EVEN IF ADA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY CLAIM OR CAUSE WHATSOEVER WHETHER SUCH CLAIM OR CAUSE IS IN CONTRACT, TORT OR OTHERWISE.
6. **Indemnification:** You agree to indemnify ADA (including reasonable attorneys' fees and costs of litigation) against and hold ADA harmless from any and all claims, liability, losses, damages and expenses resulting from your use of the CDT, in breach of any of the terms of this Terms of Use, or your use of any data or documentation received from ADA, regardless of the form of action.
7. **Third Party Beneficiary:** The ADA is a direct and intended third party beneficiary of the License; provided, however, ADA's rights as a third party beneficiary are limited solely to your use of the CDT outside the scope of the License.