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Remote Support Agreement**

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**General:** You assume full responsibility for the legal and responsible use of the Software. Should any provision of this Agreement be declared unenforceable in any jurisdiction, then such provision shall be deemed to be severable from this Agreement and shall not affect the remainder hereof. This Agreement may be amended by People Technology from time to time and your only notice of such amendment shall be the posting of the amended Agreement on the People Technology website.

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In full consideration for the Service to be provided by People Technology hereunder, Customer shall pay People Technology as specified in the Terms of Service (online at <http://www.peopletechnology.com/terms/>) or in a separate written project engagement letter. Customer will pay invoices within fifteen (15) days after date of invoice or date of mailing, whichever is later.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Agreement by People Technology personnel or jointly by both parties, can be used by either party in any way it deems appropriate. Each invention, discovery, or improvement which includes such ideas, concepts, know-how, or techniques shall be treated as follows: (1) If made by the customer, it shall be the property of the Customer; (2) If made by People Technology, it shall be the property of People Technology, and People Technology grants to the Customer a non-exclusive and royalty-free license at one site or designated place of business; (3) If made jointly by both parties, it shall be jointly owned without accounting. People Technology may elect to develop materials that are competitive, irrespective of their similarity to materials which might be supplied to the Customer hereunder.

Neither this Agreement, nor any term or condition therein, shall create an agency, joint venture, or partnership relationship between the parties, nor shall either party hold itself out to third parties in such capacity. Neither party has the power or authority to act for, represent, or bind the other in any manner.

Each party shall treat, protect, and safeguard as proprietary and confidential all pertinent information disclosed to the other under this Agreement. Each party agrees that it will not make use of, either directly or indirectly, any of the information which it has received from the other, other than for the purpose for which the information has been disclosed, except with specific prior written authorization. Each party agrees not to disclose, publish, or otherwise reveal any such information to any party without specific prior written authorization.

These restrictions will not apply to any information which (a) is rightfully known or is in the rightful possession of either party as of the date of its disclosure; (b) is generally distributed or made available to others by the parties following the date of its disclosure without restriction as to use or disclosure; (c) lawfully becomes known or available to the parties from third parties who are not under a similar agreement, directly or indirectly, with a party hereto regarding disclosure.

This Agreement together with all appendices, attachments, and exhibits hereto constitute the entire Agreement and understanding between the parties covering the subject matter described herein, and supersedes and replaces all prior oral or written statements, negotiations, proposals, or communications not expressly set forth herein. No modifications or amendments shall be valid unless rendered in writing and signed by both parties.

This Agreement shall become effective upon the date the Service or Software is first downloaded or used and shall remain in effect until terminated by either party upon thirty (30) days prior written notice. On the effective date of such termination, Customer shall reimburse People Technology for all service, and expenses incurred by People Technology in the performance of the services provided under this Agreement through effective date of termination.

**Governing Law:** By using the Software or Service, you agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, United States of America, without regards to its conflict of law rules. By using the Software or Service you also agree that all litigation arising out of or in connection with this Agreement shall be brought in the state courts of Lake County, State of Illinois, United States of America or, for matters involving federal jurisdiction, in the United States District Court for the State of Illinois.

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