AMS SAAS LICENSE AGREEMENT

Customer's use of AMS Registration SaaS will be governed by the AMS SaaS License Agreement displayed below.

PLEASE READ THIS AMS SAAS LICENSE AGREEMENT CAREFULLY. THIS AMS SAAS LICENSE AGREEMENT, TOGETHER WITH THE QUOTE, IS A BINDING CONTRACT FOR THE USE OF THE AMS REGISTRATION SAAS.

IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THIS AMS SAAS LICENSE AGREEMENT THEN DO NOT ACCESS OR USE THE AMS REGISTRATION SAAS.

Section 1. Agreement; Access.

1.1 Agreement. This AMS SaaS License Agreement ("Agreement") is entered into by AMS, LLC ("AMS") and Customer, and governs the Order Form for AMS's proprietary software-as-a-service known as "AMS Registration SaaS" (the "SaaS") prepared for the customer listed on the Order Form ("Customer"). This Agreement grants Customer a limited license to use the SaaS.

1.2 Access. AMS will use commercially reasonable efforts to provide access Customer and its Users access to the SaaS, for Customer's internal business purposes, according to the Documentation the during subscription term listed on the AMS Order Form (the "Subscription Term").

1.3 Updates and Changes to SaaS. AMS will provide corrections, updates and patches to the SaaS as AMS deems appropriate. AMS does not provide other SaaS support services pursuant to this Agreement. AMS may modify, enhance or remove features or functionality of the SaaS from time to time; provided that the changes shall not materially reduce the overall functionality of the SaaS.

1.4 Limitations. Customer shall use the SaaS only according to the Documentation, use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS, and promptly notify AMS of any unauthorized access or use of the SaaS. Customer is responsible for each User's compliance with this Agreement.

1.5 Restrictions. Customer may not use the SaaS in any manner or for any purpose other than as expressly permitted by this Agreement. Customer shall not, and shall not permit or enable any third party to: (a) sublicense, distribute or otherwise grant access to or transfer the SaaS or Documentation to any third party, (b) alter, create derivative works of or otherwise modify the SaaS or Documentation, (d) use the SaaS to damage or circumvent the security of any other party's network or data, (e) perform or disclose the results of stress tests or benchmarking testing of the SaaS, or (f) use the SaaS or Documentation to build a competitive product or service.

Section 2. Proprietary Rights.

2.1 Proprietary Rights. The SaaS and Documentation are the exclusive property of AMS and constitute valuable intellectual property and proprietary materials of AMS. Subject to the limited rights expressly granted in this Agreement, AMS reserves all right, title and interest in and to the SaaS and Documentation and all derivative works thereof, including all Intellectual Property Rights. No rights are granted to Customer except as expressly set forth in this Agreement.

2.2 Trademarks. AMS owns all right, title and interest in and to the AMS Marks and any goodwill arising out of the use of the AMS Marks will remain with and belong to AMS. Customer may not copy, imitate or use the AMS Marks, or remove any AMS Marks contained in the SaaS or Documentation.

Section 3. Payments.

In exchange for the right to receive the SaaS, Customer agrees to pay the amounts specified in the Order Form, on the payment schedule listed in the Order Form.

Section 4. Term and Termination; Suspension.

4.1 Term. This Agreement commences on the Start Date listed on the Order Form and shall continue in effect for the Subscription Term listed on the Order Form. If there is no Subscription Term listed on the Order Form, then the Subscription Term is one year from the date AMS first provides access to the SaaS to Customer.

4.2 Termination for Material Breach. If either Party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days, then the non-breaching Party may terminate this Agreement immediately upon notice.

4.3 In the event of any termination or expiration of this Agreement all of Customer's rights under this Agreement will immediately terminate. Provisions of this Agreement that by their nature are intended to survive will continue to apply in accordance with their terms.

Section 5. Confidential Information.

5.1 Confidentiality Generally. The Recipient will protect Confidential Information of the Discloser against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information; provided that the Confidential Information of the Discloser is conspicuously marked or otherwise identified as confidential or proprietary upon receipt by the Recipient or the Recipient otherwise knows or has reason to know that the same is Confidential Information of the Discloser. All Customer Data and Personal Data is the Confidential Information of Customer. The Recipient will use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser.

5.2 Exceptions. This Section 5 will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the Recipient's performance of its obligations or exercise of its rights under this Agreement, (b) any use or disclosure required by applicable law (for example, pursuant to applicable securities laws or legal process), provided that the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof (to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure), or (c) any use or disclosure made with the written consent of the Discloser.

Section 6. Warranties Disclaimer.

AMS MAKES NO WARRANTY OR GUARANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Section 7. Limitations of Liability.

7.1 By Type. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 9 (CONFIDENTIALITY) OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, IN NO EVENT WILL A PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, REMOTE, SPECULATIVE, COVER, PUNITIVE OR EXEMPLARY DAMAGES, (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE TYPES OF DAMAGES.

7.2 By Amount Generally. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 9 (CONFIDENTIALITY) OR OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, IN NO EVENT WILL AMS BE LIABLE FOR AGGREGATE DAMAGES IN EXCESS OF ONE THOUSAND DOLLARS (USD$1,000.00, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 Exclusions. No limitation of liability in this Agreement, whether through the exclusion of certain types of damages, a cap on the amount of damages, or other limitation, applies to either Party's liability for violation of the other Party's intellectual property rights, gross negligence, intentional misconduct, death or personal injury.

Section 8. Miscellaneous.

8.1 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a Party to this Agreement.

8.2 Applicable Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of California, U.S.A., as applied to agreements entered into and to be performed entirely within California between California residents, without regard to conflicts of law principles. In such case, the sole and exclusive personal jurisdiction and venue for any legal proceedings in connection with this Agreement shall be in the California State Courts located in Santa Clara County and the U.S. District Court for the Northern District of California. The Parties waive any objections related to such jurisdictions and venues. The 1980 UN Convention on Contracts for the International Sale of Goods or its successor will not apply to this Agreement.

8.3 Notice. Ordinary day-to-day operational communications may be conducted by email or telephone communications. Any other notices required by this Agreement will be in writing and given by personal delivery, by pre-paid first class mail or by overnight courier to the address specified on the Order Form (or such other address as may be specified in writing in accordance with this Subsection).

8.4 Additional Definitions.

"AMS Marks" means any trademarks, service marks, service or trade names, logos, and other designations of AMS.

"Confidential Information" means

"Discloser" means a Party that discloses any of its Confidential Information to the other Party.

"Documentation" means the documentation describing the SaaS accompanying the SaaS.

"Intellectual Property Rights" means any patent, copyright, trademark, service mark, trade name, trade secret, know-how, moral right or other intellectual property right under the laws of any jurisdiction, whether registered, unregistered, statutory, common law or otherwise (including any rights to sue, recover damages or obtain relief for any past infringement, and any rights under any application, assignment, license, legal opinion or search).

"Order Form" means an order to license the SaaS and Documentation prepared by AMS and executed by AMS and Customer.

"Party" means AMS or Customer.

"Recipient" means a Party that receives any Confidential Information of the other Party.

"User" means Customer's current employees, independent contractors, agents and consultants who are authorized or permitted by Customer to access and use the SaaS on behalf of Customer; provided that each individual is not: (a) a resident of any country subject to a United States embargo or other similar United States export restrictions, (b) on the United States Treasury Department's list of Specifically Designated Nationals, (c) on the United States Department of Commerce's Denied Persons List or Entity List, or (d) on any other United States export control list.

14.11 Entire Agreement. This Agreement, including any attachments and exhibits constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written. Any amending of this Agreement must be made in writing and is signed by both Parties.