



## TERMS OF USE

**March 2020**

These Terms of Use (“**Terms**”) apply to the websites owned by PAR Government Systems Corporation and Rome Research Corporation (“PGSC/RRC”) and hosted on the domains [www.pargovernment.com](http://www.pargovernment.com), [www.romereseach.com](http://www.romereseach.com), [www.gv30.com](http://www.gv30.com), [www.goteamconnect.com](http://www.goteamconnect.com), [www.par-sa.com](http://www.par-sa.com), and [www.tacticalsa.com](http://www.tacticalsa.com) (the “**Site**” or “**Sites**”), (collectively “**PGSC/RRC**”, “**we**”, “**us**” or “**our**”) to provide information and selected functionality to interested parties (“**User**,” “**Users**” “**you**” or “**your**”) as provided on the Sites by PGSC/RRC (the “**PGSC/RRC Services**”).

PLEASE READ THESE TERMS OF USE AND OUR PRIVACY POLICY (COLLECTIVELY, THE “**AGREEMENT**”) CAREFULLY BECAUSE THIS AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU AND PGSC/RRC. IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT, PLEASE DO NOT ACCESS OR USE THE SITE. BY ACCESSING, DOWNLOADING OR USING THE SITE, YOU AGREE (1) TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE AT LEAST 18 YEARS OLD, (3) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND (4) YOU ACCEPT THIS AGREEMENT. IF YOU HAVE ANOTHER WRITTEN AGREEMENT WITH PGSC/RRC THAT AGREEMENT SHALL CONTROL TO THE EXTENT THAT ITS TERMS CONFLICT WITH THIS AGREEMENT. THOSE TERMS OF THIS AGREEMENT THAT DO NOT CONFLICT SHALL STILL APPLY.

Should any Users choose to use the Site in a manner that may lead to certain business transactions between Users, PGSC/RRC is not a party to any transactions between Users other than providing the Site. AS A RESULT, PGSC/RRC SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INFORMATION, THE CONTENTS OF ANY DOCUMENTS, OR FOR ANY OTHER INTERACTIONS BY, BETWEEN OR AMONG USERS THROUGH THE SITE.

You are responsible for how you use the Site, and PGSC/RRC encourages anyone who accesses the Site, including Users, to exercise sound judgment. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ANOTHER USER, YOU PGSC/RRC FROM ANY CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

### **1 MODIFICATION OF THIS AGREEMENT.**

**1.1.** We may change, modify, add or remove portions of this Agreement (each, an “Update”) at any time and in our sole discretion without prior notice and such Updates will be effective immediately. If we make Updates to this Agreement, we will change the “Last Updated” date above. Your continued use of the Site will confirm your acceptance of the Update. We encourage you to frequently review this Agreement to ensure you understand the latest terms and conditions associated with use of the Site. If you do not agree to the Update, you must discontinue using the Site.

## **2 OWNERSHIP; PROPRIETARY RIGHTS.**

**2.1.** You acknowledge and agree that the Site and the PGSC/RRC may use and contain content, information and proprietary and confidential technology owned by or licensed to PGSC/RRC and protected by applicable intellectual property and other laws and international treaties (collectively, “PGSC/RRC Content”). The PGSC/RRC Content displayed on or through the Site and PGSC/RRC Services includes, without limitation, information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials is copyrighted by PGSC/RRC and its licensors under United States and international copyright laws. All rights reserved. You agree not to reproduce, copy, display, store, perform, re-post, publish, transmit, distribute, sell, offer for sale, license, modify, create derivative works, or otherwise use or exploit for any commercial purposes any or all of the PGSC/RRC Content, the Site or access to the Site in any way without the prior written permission of Par Government Systems and Rome Research Corporation. All content on the Site that is not PGSC/RRC Content is the property and responsibility of other parties. You must abide by all copyright notices, information, or restrictions contained in or attached to any PGSC/RRC Content. All registered and unregistered marks used in connection with the Site and the PGSC/RRC Services (the “PGSC/RRC Marks”) are trademarks, trade names, or service marks of PGSC/RRC unless otherwise indicated. You are not authorized to use or display the PGSC/RRC Marks, without the prior express written permission of PGSC/RRC. Ownership of all PGSC/RRC Marks and the goodwill associated therewith remains with PGSC/RRC. All other trademarks are the property of their respective owners.

## **3 GUIDELINES; USAGE RULES; PROHIBITED CONDUCT AND USES.**

**3.1.** YOU UNDERSTAND AND HEREBY ACKNOWLEDGE AND AGREE THAT YOU WILL NOT ENGAGE IN THE PROHIBITED CONDUCT AND USES LISTED BELOW (THE “GUIDELINES”). YOU WILL NOT:

**3.1.1.** use the Site or any information displayed within the Site to stalk, harass, abuse, defame, threaten or defraud other Users, or collect, attempt to collect or store location or personal information about other Users;

**3.1.2.** use the Site if you are under the age of eighteen (18) years old;

**3.1.3.** use the Site for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual

property and other proprietary rights, data security and privacy, and import or export control;

**3.1.4.** make unsolicited offers, advertisements, proposals, or send junk mail, to other Users of the Site. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures, surveying or requests to participate in surveys or studies;

**3.1.5.** impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Site accounts of other Users;

**3.1.6.** misrepresent the source, identity or content of information transmitted via the Site;

**3.1.7.** remove, circumvent, disable, damage or otherwise interfere with security-related features of the Site, features that prevent or restrict use or copying of any content accessible through the Site, or features that enforce limitations on use of the Site;

**3.1.8.** intentionally interfere with or damage operation of the Site or any User's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, worms, invalid data, keyloggers, spyware, Trojan horses, time bombs, or other malicious or harmful code, or imposing an unreasonable or disproportionately large load on our infrastructure;

**3.1.9.** post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, defamatory, libelous, offensive, obscene, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially, religiously or ethnically or otherwise offensive to any group or individual, intentionally misleading, false, harmful to minors, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;

**3.1.10.** post, store, send, transmit, or disseminate any information or material which infringes any patents, trademarks, trade secrets, copyrights, or any other proprietary or intellectual property rights;

**3.1.11.** attempt to gain unauthorized access to the Site, or any part of it, other accounts, computer systems or networks connected to the Site, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site;

**3.1.12.** attempt to (i) modify, disassemble, decompile or reverse engineer the Site; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Site to any third party or use the Site to provide time-sharing or similar services for any third party; (iii) delete the copyright and other proprietary rights notices on the Site;

**3.1.13.** hack, spam or phish PGSC/RRC or any Users of the Site; or

**3.1.14.** hold PGSC/RRC responsible for your use of the Site.

Please let us know about any inappropriate behavior that you become aware of within the Site. If you find something that violates this Agreement or these Guidelines, let us know by sending us an e-mail to [pgsc-contactus@partech.com](mailto:pgsc-contactus@partech.com). We reserve the right, in our sole and absolute discretion, to deny you or anyone access to the Site without notice.

## **4 USAGE; CONTENT; REFUSAL OR SUSPENSION OF SERVICE.**

**4.1.** PGSC/RRC RESERVE THE RIGHT, BUT HAS NO OBLIGATION, TO HAVE OUR SYSTEMS MONITOR ANY USER'S USE OF THE SITE. ACCORDINGLY, PARTECH ALSO RESERVES THE RIGHT TO DISABLE ANY USER'S USE OF OR ACCESS TO THE SITE.

**4.2.** You alone are responsible for your involvement with other Users. You agree that PGSC/RRC will not be responsible for any loss or damage incurred as the result of any such interactions.

**4.3.** PGSC/RRC has no responsibility or duty to review, approve or pre-screen any content posted on the Site by any third party, and PGSC/RRC is not responsible for such content. You understand that all, postings, messages, text, voice commands, images, photos, files, video, and other information, materials or documents posted on the Site or transmitted through, other Users, advertisers, if any, or others (the "Non-PGSC/RRC Content") are the sole responsibility of the Users, advertisers, or others from whom such Non-PGSC/RRC Content originated. PGSC/RRC DISCLAIMS ANY AND ALL LIABILITY RELATING TO THE NON-PARTECH CONTENT. PGSC/RRC DOES NOT GUARANTEE, AND YOU SHALL NOT HOLD PGSC/RRC FOR, THE NON-PGSC/RRC CONTENT (INCLUDING THE ACCURACY OR TRUTH OF SUCH NON-PGSC/RRC CONTENT), OR THE COMPLIANCE WITH ANY LAWS, REGULATIONS OR RULES THAT MAY BE APPLICABLE TO SUCH PROPERTIES. YOU AGREE THAT YOU BEAR SOLE RESPONSIBILITY FOR EVALUATING, AND ARE SOLELY RESPONSIBLE FOR ALL RISKS ASSOCIATED WITH, THE USE OF ANY NON-PGSC/RRC CONTENT, AND THAT UNDER NO CIRCUMSTANCES WILL PGSC/RRC BE LIABLE FOR ANY NON-PGSC/RRC CONTENT OR FOR ANY DAMAGE OR LOSS OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY NON-PGSC/RRC CONTENT.

**4.4.** PGSC/RRC reserves the right, but does not have any obligation, in its sole discretion, to delete or refuse to post any Non-PGSC/RRC Content that violates the letter or spirit of any applicable agreements between PGSC/RRC and the Users, advertisers, or others posting or seeking to post any content, or for any other reason.

**4.5.** You acknowledge and agree that PGSC/RRC provides only those PGSC/RRC Services as described in these Terms or as otherwise expressly provided on the Site by Par Government Systems and Rome Research Corporation; PGSC/RRC does not provide, and bears no responsibility or liability for, any other content including but not limited to the following:

4.5.1. Any services provided by any third party or otherwise not expressly provided by PGSC/RRC; and

4.5.2. Legal or other related professional services or advice.

## 5 ADDITIONAL REQUIREMENTS

5.1. Certain aspects of the PGSC/RRC Services may be subject to additional requirements, guidelines, other technical and non-technical specifications, or other rules or policies or additional terms of use or service of PGSC/RRC in addition to those set forth in these Terms (the “**PGSC/RRC Requirements**”). All such PGSC/RRC Requirements will be posted in appropriate locations on the Site, or otherwise provided, and by this reference are incorporated into these Terms. In the event of a conflict between the PGSC/RRC Requirements and these Terms, the PGSC/RRC Requirements shall take precedence.

## 6 ACCOUNT REGISTRATION AND USE

6.1. In order to use certain features of the Site or the PGSC/RRC Services, you may have to register and create a password-protected account (“**Your Account**”).

6.2. Your Account. You agree to: (a) provide true, accurate, current, and complete information as prompted by the registration form; and (b) maintain and update such information to keep it true, accurate, current, and complete at all times. PGSC/RRC reserve the right to delete Your Account and refuse any and all current or future use of the Site (or any portion thereof) without notice if you are found to have misrepresented your age, identity, or any other information submitted in connection with Your Account or if PGSC/RRC has reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current. You are responsible for maintaining the confidentiality of your password, your email address and Your Account, and are fully responsible for all activities you perform in Your Account. You agree to: (i) immediately notify PGSC/RRC of any unauthorized use of your password or account, or any other breach of security, (ii) immediately change your password if you become aware that Your Account has been compromised, and (iii) ensure that you fully exit from Your Account at the end of each session. If you lose control of your password, you may lose substantial control of your personal information and could potentially be subject to legally binding actions taken on your behalf. You further agree not to use anyone else’s password on the Site or attempt to gain access to the account of any other User, unless legally authorized to do so by PGSC/RRC or the said User. PGSC/RRC CANNOT AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

6.3. Privacy Policy and Your Information and Material. By submitting information (“**User Content**”) and in order for PGSC/RRC to provide or allow you access to the PGSC/RRC Services you hereby consent to PGSC/RRC’s use and sharing of your User Content as described in the applicable Privacy Policy, which is incorporated into these Terms by this reference. The Privacy Policy can be accessed by clicking on the “[Privacy Policy](#)” linked on webpages throughout the Site. In the event of a conflict between the

applicable Privacy Policy and these Terms, the Privacy Policy shall take precedence. In addition, you hereby represent and warrant that your User Content: (a) does not and will not, directly or indirectly, violate, infringe or breach any duty toward or rights of any person or entity, including without limitation any copyright, trademark, service mark, trade secret, other intellectual property, publicity or privacy right; and (b) does not violate the Guidelines. You hereby grant, and you represent and warrant that you have the right to grant, to PGSC/RRC an irrevocable, nonexclusive, royalty-free and fully paid worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the foregoing, solely for our business purposes and/or to include your User Content in the PGSC/RRC Services. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content. You also hereby grant to us User Content in connection with a sale of PGSC/RRC or the assets of PGSC/RRC, the right to sell or transfer User Content to a third party.

**6.4. Communications.** Although PGSC/RRC provides a platform through the Site and certain PGSC/RRC Services may allow Users to communicate with various other third parties, advertisers, or other persons or entities (collectively, a “**Third-Party**”) (the “**Communications**”), PGSC/RRC is not involved in those Third-Party Communications and is not responsible or liable under any circumstances for the content of any Third-Party Communications, or for any absence of Communications by a Third-Party. The content of such Third-Party Communications is determined solely by the Third-Party responsible for the Communications, and not PGSC/RRC. PGSC/RRC is only responsible for the content of information issued directly by Par Government Systems and Rome Research Corporation. You acknowledge and agree that you will address any issues or concerns about Third-Party Communications with the responsible Third-Party by contacting said Third-Party directly and not PGSC/RRC. PGSC/RRC shall not become involved in any matters pertaining to Third-Party communications except where the issue is solely attributable to a malfunction or error occurring on the Site or in connection with the PGSC/RRC Services.

## **7 THIRD-PARTY SITES, PRODUCTS AND SERVICES; LINKS.**

The Site may include links to other websites or services (“**Third Party Websites**”) solely as a convenience to Users. Furthermore, PGSC/RRC makes no express or implied warranties with regard to the information, material, products or services that are contained on or accessible through Third-Party Websites. Access and use of Third Party Websites, including information, material, products and services on Third Party Websites or available through Third Party Websites is solely at your own risk.

## **8 VIOLATIONS; TERMINATION.**

You agree that PGSC/RRC, if it has a good faith belief that you have violated any of the terms and conditions of this Agreement, may terminate your use of the Site or any portion thereof at any time. You agree that any termination of your access to the Site

may be affected without prior notice, and you agree that PGSC/RRC will not be liable to you or any third-party for any such termination. PGSC/RRC does not permit copyright infringing activities on the Site and reserves the right to terminate access to the Site, and remove all content submitted by any persons who are found to be infringers. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Site may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies PGSC/RRC may have at law or in equity.

## **9 DISCLAIMERS; NO WARRANTIES.**

**9.1.** THE SITE IS MADE AVAILABLE “AS IS”, “AS AVAILABLE”, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. PAR GOVERNMENT SYSTEMS AND ROME RESEARCH CORPORATION, AND ITS SUPPLIERS, LICENSORS AND PARTNERS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

**9.2.** PGSC/RRC AND ITS SUPPLIERS, LICENSORS AND PARTNERS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**9.3.** CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## **10 INDEMNIFICATION; HOLD HARMLESS.**

You agree to indemnify, defend, and hold PGSC/RRC (and its affiliated companies, contractors, employees, director, officers, agents, and suppliers, licensors and partners) harmless from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees, brought by a third party arising out of or related to (i) your use or misuse of the Site generally; (ii) any violation of the rights of any other person or entity by you; (iii) any breach or violation by you of this Agreement. PGSC/RRC reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

## **11 LIMITATION OF LIABILITY AND DAMAGES.**

**11.1.** YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL PGSC/RRC (OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS OR SUPPLIERS) BE LIABLE TO YOU FOR ANY

SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF PGSC/RRC OR A PGSC/RRC AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 12 WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**11.2.** IN NO EVENT SHALL PGSC/RRC'S (OR ITS AFFILIATES', CONTRACTORS', EMPLOYEES', DIRECTORS, OFFICERS, AGENTS', SUPPLIERS', OR THIRD-PARTY PARTNERS', LICENSORS' OR SUPPLIERS') TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), WARRANTY OR OTHERWISE) EXCEED FIFTY U.S. DOLLARS.

**11.3.** APPLICABLE LAW IN YOUR STATE MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, YOU AGREE THAT PGSC/RRC'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR STATE.

## **12 BENEFIT OF THE BARGAIN.**

YOU ACKNOWLEDGE AND AGREE THAT PGSC/RRC HAS OFFERED THE SITE AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH ABOVE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND PGSC/RRC, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND PGSC/RRC. PGSC/RRC WOULD NOT BE ABLE TO PROVIDE THE SITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS AND DISCLAIMERS.

## **13 RELEASE.**

You hereby release and forever discharge us (and our directors, officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to: (i) any interactions with, or act or omission of the Site; or (ii) any third party site, products, services, and links included on or accessed through the Site. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS



OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

## 14 MISCELLANEOUS.

**14.1. *Governing Law.*** This Agreement shall be governed by and construed in accordance with the laws of the New York, without giving effect to any principles of conflicts of law.

**14.2. *Jurisdiction.*** Except as set forth below, you agree that any action at law or in equity arising out of or relating to this Agreement or the Site shall be filed only in the state or federal courts in and for New York and you hereby consent and submit exclusively to the personal jurisdiction of such courts for the purposes of litigating any such action. Nothing in this Agreement shall prevent PGSC/RRC from seeking injunctive relief in a court of competent jurisdiction.

**14.3. *Arbitration.***

**14.3.1.** If a dispute arises between you and PGSC/RRC, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. You agree that you will notify us about any dispute you have with PGSC/RRC regarding the Site by emailing [legal@partech.com](mailto:legal@partech.com), Subject: Arbitration.

**14.3.2.** You and PGSC/RRC agree that we will resolve any claim or controversy at law or equity that arises out of or relates to this Agreement or the Site (a “claim”) in accordance with this Section 14.3. Notwithstanding anything to the contrary, for any claim where the total amount of the award sought is less than \$10,000 USD, the party requesting relief may choose to resolve the dispute through binding non-appearance-based arbitration in accordance with the following: (a) the arbitration will be provided through a nationally-recognized alternative dispute resolution provider mutually agreed upon by the parties; (b) the arbitration will be conducted in one or more of the following manners at the option of the party initiating arbitration: telephone, online, or written submissions; (c) the arbitration will not involve any personal appearances by the parties or witnesses unless otherwise agreed by the parties; and (d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**14.3.3.** All claims between you and PGSC/RRC must be resolved in accordance with this Section 15.3. All claims filed or brought contrary to this Section 14.3 shall be considered improperly filed.

**14.4. *Severability, Waiver.*** If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. A provision of this Agreement may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect such party’s right at a later time to enforce the same. A waiver of any breach of

any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

**14.5. Notices.** PGSC/RRC may provide you with notices, including those regarding changes to this Agreement, by email, regular mail or postings on the Site. You must provide notice to PGSC/RRC by email or regular mail using the information in [Section 15](#) below.

**14.6. Assignment.** This Agreement (including the Guidelines), and any rights and licenses granted hereunder, may not be transferred or assigned by you. PGSC/RRC may at any time, for any reason and without restriction, transfer or assign this Agreement and the obligations contained in this Agreement to a third party. You hereby acknowledge and agree that if another company acquires PGSC/RRC or substantially all of our assets (by sale, merger, or otherwise), that transaction may include a sale or transfer of your Personal Information as defined by our [privacy policy](#) and you agree to such transfer without further action or confirmation.

**14.7. Survival.** Any and all provisions related to or regarding limitation of liability, disclaimers, and indemnification, as well as any other provisions which by their nature are intended to survive expiration or termination of this Agreement, do and hereby survive any expiration or termination of this Agreement or any termination of your use of access to the Site.

**14.8. Headings; Entire Agreement.** The heading references herein are for convenience purposes only, do not constitute a part of this Agreement, and shall not be deemed to limit or affect any of the provisions hereof. The word “including” means “including without limitation”. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both you and PGSC/RRC, or by a change to this Agreement or the Guidelines.

**14.9. Claims.** YOU AND PGSC/RRC AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## **15 CONTACT INFORMATION.**

PGSC/RRC welcomes your comments or questions regarding these Terms of Use. Please contact us by using the following information:

**Mailing Address:** Par Government Systems Corporation/Rome Research Corporation, 421 Ridge St, Rome, New York, 13440 USA

**Email:** [legal@partech.com](mailto:legal@partech.com)