

INSTRUCTIONS AND RESTRICTIONS

1. To Exchange Your Invoices, Purchase Orders and Related Documents in Electronic Format. In order to exchange your invoices, purchase orders and related documents in electronic format through the Service, each of the following must occur:

- You (meaning you on behalf of your organization) must register with Transcepta. Your registration and account data must be accurate and complete, and you must keep it up to date if there are any changes. If you are a new user, your license to use the Service is effective upon Transcepta's acceptance of your registration and account data. You may not use the Service until after you connect.
- You must provide accurate, current and complete information for your transactions using the Service with your customers. You shall only provide information that you own or are appropriately licensed to use and that can be used by Transcepta and/or your intended trading partner (such as an invoice recipient) in connection with the Service without infringing or misappropriating any third party's confidentiality or other rights.
- You must examine the data being extracted by Transcepta and displayed in a sample document (such as a sample invoice or purchase order) and notify Transcepta of any necessary changes before using the Service with your customers.
- You will immediately cease use of the Service to send electronic documents to your trading partners that "opt out" of the electronic presentation service from the Service.
- You will comply with Transcepta's then-current [Transcepta Network Terms of Service](#) as posted from time to time and any other documents or web pages referenced herein or on the Service and you will not use the Service in violation of the [Transcepta Network Terms of Service](#), Transcepta's [Privacy Policy](#) or applicable law.
- You are responsible for all activity taken under your passwords, so it is your responsibility to keep your passwords confidential. You agree to notify Transcepta immediately if you become aware of any loss or theft or unauthorized use of any of your access number(s), password(s) and/or account number(s).
- You agree that you will not: (a) attempt to access any other of Transcepta's systems, programs or data that are not made available for public use; (b) copy, sell, resell, rent or sublicense (including offering the Service to third parties on an applications service provider or time-sharing basis), lease, loan, redistribute, or create a derivative work of any portion of the Service, use of the Service, or access to the Service; or (c) access the Service by any means other than through the interface that is provided by Transcepta for use in accessing the Service. You further agree that you will not use the Service to: (i) impersonate any person or entity, including, but not limited to, a Transcepta official, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; (ii) knowingly introduce viruses or otherwise interfere with or disrupt the Service or servers or networks connected to the Service; (iii) violate any applicable law or regulation (including, but not limited to, policies and laws related to spamming, privacy, obscenity or defamation), or any rule of any securities exchange, including regulations promulgated by the U.S. Securities and Exchange Commission; or (iv) incite, or provide instructional information about, illegal activities
- You will work with Transcepta to determine and set up a mutually approved electronic format of your documents to be sent to your customers. Transcepta will take commercially reasonable measures to ensure that the Service will be available for you to deliver your documents without interruption, with the exception of scheduled down times necessary to maintain effective operation of the Service.

2. To Allow Dynamic Discounting With Your Customers. Once you are set up to use the Service from Section 1 above, you may receive "early payment for a discount" offers from your customers who participate in the Dynamic Discount functionality of the Service. If your customer elects to offer you an early payment for a discount off of your invoiced amount, the Service will notify you of your customer's offer and the terms of that offer, and you may opt in to accept or reject the early payment discount offer(s). If you accept a Dynamic Discount offer, you agree that:

- You will accept payment from your customer on the terms within the offer you accept through the Service, even if those terms are different from the payment terms stated in your invoice or other agreement you have with your customer. If the payment terms are different, then the payment terms of the offer you accept through the Service will be binding on and enforceable against your organization, notwithstanding any requirements in your invoice or other customer agreement to modify or amend it, and the new payment terms will supersede and amend the payment terms stated in your invoice or other agreement you have with your customer.

- You authorize Transcepta to notify your customer that you have accepted your customer's Dynamic Discount offer and update your invoice payment terms to match the Dynamic Discount offer you have accepted with your customer.
 - Any Dynamic Discount offered by your customer and accepted by you through the Service is an agreement directly between you and your customer. Although the Service provides the technology to facilitate Dynamic Discount offers and acceptance, Transcepta is not a party to any agreement reached between you and your customer. You must work out any payment issues directly with your customer and you agree to defend, indemnify and hold Transcepta harmless from and against any claims or liability of any kind relating to your agreement between you and your customer, including any claims relating to payments.
 - You acknowledge that any Dynamic Discount offer you may receive through the Service is created by your customer. There is no guarantee that you will receive any Dynamic Discount offers from your customers.
 - You are authorized by your organization to accept the Dynamic Discount offers through the Service and to bind your organization to the payment terms you accept through the Service.
 - You may opt out from receiving Dynamic Discount offers at any time through the Transcepta Supplier Portal, but the payment terms of any Dynamic Discount offers you accepted prior to opting out will remain in force in accordance with the Dynamic Discount terms you accepted prior to opting out.
- 3. Access.** As a condition of use for the Service, you agree that, in the event of an error with your use of the Service, a service technician shall be permitted to access your content as necessary to resolve the problem.
- 4. Your Use of Transcepta's logo for Marketing.** Transcepta agrees that you may promote the Service to your customers, including using the Transcepta logo on your website in accordance with Transcepta's then-current logo usage guidelines located at [Logo Usage Guidelines](#).
- 5. Privacy.** You agree to the terms and conditions of the [Transcepta Privacy Policy](#), as it may be amended from time to time, which is incorporated herein by reference, and agree that you will not use the Service in any manner that violates such policy or applicable law.
- 6. Medical Billing.** You acknowledge and agree that the Service is not "HIPAA-ready" or "HIPAA-compliant" and Transcepta will not assist with or ensure compliance with HIPAA, and that you are solely responsible for using the Service in a manner consistent with all applicable federal and state privacy laws relating to medical or health information.
- 7. Export.** You shall comply with all applicable laws in connection with your use of the Service, including any applicable U.S. Export Administration Regulations and other U.S. and foreign laws and regulations relating to exports or imports.
- 8. Government Users.** The software accessed via the Service and provided therewith is commercial computer software. To the extent applicable, the use, duplication, or disclosure by the Government is subject to restrictions as set forth in the Invoice Presenter Terms of Service and these terms and is licensed with "Restricted Rights" as provided for in FAR 52.227-14, FAR 52.227-19(c), DFAR 252.227-7013, and other agency data rights provisions, as applicable. Governmental users are responsible for ensuring that copies are marked with a restricted rights notices and legends.

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