



TASC Universal Subscription Agreement

Retain this document for your records.

THIS TASC UNIVERSAL SUBSCRIPTION AGREEMENT (“TASC USA”) is entered into by and between Total Administrative Services Corporation (“TASC”), a Wisconsin Corporation, headquartered at 2302 International Lane, Madison WI, 53704-3140, and the Entity identified below, (the “Purchaser”).

Entity Name:		Business Federal ID#:	
Mailing Address: (no PO Box)		City:	
Address Line 2:		State:	Zip:

This TASC USA is effective on the date entered below, or the date entered online using an electronic signature agreement (the “Effective Date”). This TASC USA applies to all services selected by the Purchaser on the Effective Date or any subsequent date (the services selected by the Purchaser are referred to hereinafter as the “Subscription Services”).

The Purchaser agrees that TASC will provide the Subscription Services in accordance with TASC’s Specifications, Purchaser Detail, Manuals, and applicable Terms of Use, which are expressly incorporated by reference into this TASC USA, and which can be provided on request. The Purchaser agrees to pay the fees for the Subscription Services as provided herein (“TASC Fees”).

The Purchaser is duly organized, validly existing, and fully authorized to enter into this TASC USA. The individual executing this TASC USA on behalf of the Purchaser is fully authorized to do so.

By signing below or completing an online electronic signature, the Purchaser certifies that the Purchaser understands and agrees to the terms of this TASC USA, and the Specifications, Purchaser Detail, Manual(s) and Terms of Use.

Purchaser (Entity Name):	
Signature:	
Printed Name:	
Title:	
Effective Date of this TASC USA:	
(Note: Use the first of the month.)	

This TASC USA and all documents incorporated herein are Confidential and can only be used by the Parties, their employees and representatives for their intended purpose.



PART I: GENERAL TERMS

Scope of Relationship

TASC is and will remain an independent contractor with respect to all services provided. TASC and the Purchaser are not partners or engaged in a joint venture. TASC is not a law firm and is not providing legal, investment or tax advice. All written or verbal communications provided under the terms of this TASC USA and in the service execution are general in nature and not intended to constitute legal, investment or tax advice. The products and services provided by TASC may have legal, investment and tax consequences. Any questions regarding the Purchaser's particular needs, requirements, circumstances, or the legal, investment, or tax consequences of any product or service offered by TASC must be directed to the Purchaser's own advisor(s) at the Purchaser's expense.

For the purpose of any Purchaser and/or Subscription Services subject to the Employee Retirement Income Security Act of 1974 (ERISA), as amended, the terms Administrator (commonly referred to as the Plan Administrator), Plan Sponsor, Named Fiduciary and Plan Assets shall have the meaning given to such terms by ERISA. TASC is not the Plan Administrator, the Plan Sponsor, or a Named Fiduciary for any Subscription Services. TASC does not accept a fiduciary role or status for any Subscription Services. TASC does not collect or hold employee contributions or plan assets. The Purchaser acknowledges and agrees that any funding submitted to TASC in connection with a plan or component benefit that is considered a welfare plan within the meaning provided by ERISA: (i) shall be comprised of general assets of the Purchaser, (ii) shall, until disbursed by TASC, retain its status as general assets of the Purchaser subject to the rights of the Purchaser's creditors, (iii) shall, until disbursed by TASC, be returned to the Purchaser upon written request, and (iv) shall not be segregated or set aside in a trust or escrow account by TASC.

Three-Year Term and Renewal

The Term of this Agreement shall be for a period of three (3) years from the Effective Date. This TASC USA will renew automatically for an additional Term of three (3) years at the expiration of the initial or any renewal Term (the initial term and each renewal Term, if any, shall be referred to as the "Term"). Either Party may terminate this TASC USA for any reason without penalty at the end of the Term by providing the other Party with a written termination notice at least sixty (60) days prior to the expiration of the Term.

Materials, Use and Limited License

TASC is hereby granting to the Purchaser a non-exclusive, non-assignable, limited license to use on the terms provided herein the forms, plan documents, plan descriptions, procedures, scripts, manuals, marketing materials, brochures, computer programs/platforms and databases (collectively, "Materials") provided by TASC to the Purchaser in connection with the provision of the Subscription Services. The Purchaser shall have a limited license to use Materials solely in connection with its use of the Subscription Services and in accordance with this TASC USA. It is understood that the Materials are the confidential property of TASC, they are not "work for hire", and no additional rights to use the Materials are granted. The Purchaser is responsible for its use and the protection of the confidentiality of Materials and shall be liable for any unauthorized use or disclosure. The Purchaser shall retain the confidentiality of Materials, and shall not make any direct or indirect use of or reference to TASC trademarks or Materials in connection with the marketing, use, implementation, license, sale or distribution of any program or system. The termination of this TASC USA shall not affect the duty of the Purchaser not to infringe on TASC's trademarks and copyrights and to keep confidential and not to disclose all Materials. Upon the expiration or termination of this TASC USA, all limited license rights granted to the Purchaser pursuant to this TASC USA shall be terminated.

TASC Fees and Terms of Payment

TASC provides the following limited fee guarantee during the Term. During the Term, TASC will not make any adjustments to the TASC Fees other than an annual increase to reflect inflation as determined by TASC using multiple national indicators.

TASC reserves the right to make adjustments to the TASC Fees for any renewal Term, with ninety (90) days written notice to the Purchaser prior to the start of said Term.

The Purchaser agrees to pay TASC for Subscription Services in accordance with the TASC Fees (1) determined on a TASC Proposal if applicable, expressly incorporated by reference into this TASC USA, (2) determined on the Specifications, Purchaser Detail, or (3) as shown for electronic elections made online. For Subscription Services where the TASC Fees are calculated based on the number of the Purchaser's employees ("Employees"), (1) the Purchaser shall provide TASC monthly updates regarding the number of Employees covered by the applicable Subscription Services, (2) TASC shall have the right to adjust the TASC Fees in the event of a material change in the number of Employees, and (3) TASC shall be entitled to recover additional fees based on changes in the number of Employees for months for which the Purchaser fails to accurately report the number of Employees. All interest and investment on income earned by TASC Fees shall be retained by TASC as a supplemental fee.

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Payment for Subscription Services will occur via ACH transaction, or if payment via ACH transaction is not authorized, TASC will invoice the Purchaser. If billing by invoice, TASC Fees are due according to the terms on the invoice. If for any reason, TASC does not receive payment for any TASC Fees within ten (10) business days of the expected date of receipt as determined by the payment method, then TASC may suspend the performance of all applicable Subscription Services and place all processing on hold until all past due TASC Fees are paid. TASC shall have no liability for any losses due to suspending or placing any Subscription Services on hold for non-payment.

If the Purchaser grants TASC authority to debit TASC Fees by ACH or other electronic means, that authority will remain in full force until TASC has received written notification from the Purchaser of its termination of this authority in such time and in such manner as to afford TASC and the Purchaser's bank a reasonable opportunity to act on it. It is understood that the purpose of this authorization is to provide a means of payment for the TASC Fees. TASC reserves the right to correct any processing errors and to recover any payment made in error for any reason, and the Purchaser authorizes TASC to debit or credit the Purchaser's account as necessary to correct such errors.

Any refunds or adjustments to be made by TASC for the Purchaser will be processed only after verification is made that sufficient funds were received by TASC to cover all payments made or to be made by TASC in the course of providing Subscription Services, TASC Fees, and other amounts due to TASC. No refunds or adjustments will be made while the Purchaser is in default under this TASC USA or if an Employee or former employee of the Purchaser is in violation of the applicable Terms of Use or any other applicable agreement pertaining to the Subscription Services.

If a refund or any obligation for TASC to repay the Purchaser is determined to be due and owing to the Purchaser, TASC, in TASC's sole discretion, may issue the refund in the form of one, or any combination, of the following tenders: ACH credit to the Purchaser's bank account on file with TASC or other available electronic payment method, prepaid debit card, or a credit to be applied to future Subscription Services ("Service Credits"). Service Credits are subject to the applicable Terms of Use.

State law governs when accounts or funds relating to Subscription Services, including, but not limited to, funds attributable to unrepresented checks, dormant Purchaser or Employee (or former employee of the Purchaser) accounts, or plan experience gains (forfeitures), are considered unclaimed or abandoned property. TASC will return to the Purchaser any such accounts or funds considered under applicable state law to be unclaimed or abandoned property ("Unclaimed Funds").) The Purchaser agrees that, at all times, it remains the holder of the Unclaimed Funds and shall be solely responsible for compliance with applicable laws, including providing statutory notice as well as the delivery and reporting of Unclaimed Funds to the applicable state agency as required under the law. Unless prohibited by the applicable state law, TASC may offset its costs and expenses associated with the Unclaimed Funds. TASC shall have no liability to the Purchaser or Employees (or former employees of the Purchaser) for the Unclaimed Funds. Any funds attributable to unrepresented checks, dormant Purchaser or Employee (or former employee of the Purchaser) accounts, or plan experience gains (forfeitures), which are not considered unclaimed property under state law and which have remained dormant for more than one (1) year from the last date on which the applicable Subscription Service was rendered to the Purchaser by TASC under this TASC USA, shall be retained by TASC as a supplemental fee for Subscription Services previously rendered.

TASC's obligation to provide a Subscription Service will terminate automatically with no penalty to TASC if the Purchaser is no longer eligible to use that Subscription Service or the continued provision of the Subscription Service would violate applicable law.

Default and Non Performance

In the event a Party is or becomes non-compliant with applicable law governing the Subscription Services, where such non-compliance could reasonably result in losses such as but not limited to an excise tax, penalty, or claims liability, the other Party shall have the right to terminate this TASC USA immediately by written notice to the non-compliant Party.

A Party shall have the right to terminate this TASC USA with no additional duties under this TASC USA to a Party that institutes proceedings under Chapter 7 of the Bankruptcy Code, or makes an appointment of a trustee or receiver for the disposition of their assets or properties, or an assignment of assets for the benefit of creditors, or an admission of its inability to pay its debts as they become due.

In the event a Party defaults in its obligation to with respect to any material term, condition or covenant of this TASC USA, the non-defaulting Party may terminate this TASC USA by giving the defaulting Party a thirty (30) day cure period written notice. If the defaulting Party fails to cure the default to the reasonable satisfaction of the non-defaulting Party within the 30-day cure period, this TASC USA shall automatically terminate upon expiration of the 30-day cure period.

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Any termination shall be without prejudice to any other rights and remedies the non-defaulting Party may have against the defaulting Party with respect to such default.

In the event of a default by the Purchaser with respect to payment of TASC Fees, this TASC USA may be terminated immediately by TASC upon written notice to the Purchaser and all amounts due to TASC shall become immediately due and payable. In the event of any default by the Purchaser, TASC has the right to suspend all Subscription Services to the Purchaser, without incurring any liability for the suspension, until the default(s) has been cured and all outstanding obligations of the Purchaser have been met.

PART II: SUBSCRIPTION SERVICES

Responsibility of TASC

TASC shall use ordinary care and due diligence in the performance of the Subscription Services and shall provide the Subscription Services in a timely, professional and accurate manner. TASC will perform the Subscription Services in accordance with the Specifications, Purchaser Detail, Manuals, and Terms of Use.

Responsibility of the Purchaser

The Purchaser shall have the sole and final discretionary authority in respect to all legal and administrative functions of any plan sponsored by the Purchaser relating to Subscription Services.

A Purchaser who elects Subscription Services subject to HIPAA Privacy and Security also accepts the TASC HIPAA Privacy offering and acknowledges receipt of the HIPAA Business Associate Agreement signed by TASC.

The Purchaser shall present to TASC, in an accurate, complete and timely manner, all relevant information as determined to be necessary by TASC to enable TASC to execute the Subscription Services in a standard TASC format or an alternative format agreed upon in writing by the Parties. TASC shall rely on the accuracy and timeliness of information provided by the Purchaser or the Purchaser's agent. TASC has no responsibility to review or verify data provided. TASC is not responsible for detecting illegal acts by, and/or misrepresentations of, the Purchaser's Employees or representatives. TASC shall have no liability, such as by way of example but not limited to any excise tax, for failure to provide, or for defects in providing, a service for which the Purchaser has not provided accurate, complete and timely data to TASC in an agreed upon format. TASC will have no liability for interruptions and/ or delays in the provision of Subscription Services caused either in whole or in part by the Purchaser's failure to provide accurate, complete and timely data to TASC in an agreed upon format.

The Purchaser shall do all things necessary and take all actions to comply with state and federal law applicable to the Subscription Services.

The Purchaser shall promptly and thoroughly review the reports made available to the Purchaser by TASC, including but not limited to reports that are made available online, to ensure all information has been received by TASC and TASC has based the Subscription Services on accurate and complete information. These reports provide notice of essential items such as account balances and enrollment changes, where the Purchaser's failure to review the reports and take timely corrective action can lead to ongoing losses. In the event any of the reports made available to the Purchaser contain any inaccurate or incomplete information, the Purchaser shall promptly, and in any event not more than thirty (30) days after TASC made the report available to the Purchaser, take all necessary actions to effectuate changes, such as account corrections and enrollment changes.

It is the Purchaser's responsibility to educate and inform Employees on the Subscription Services being provided, including the delivery of administration materials (where needed) as well as compliance documents (e.g., distribution of an applicable Summary Plan Description). The Purchaser shall ensure that Employees comply with all applicable Participant obligations relating to the Subscription Services.

Subscription Services Subject to Change

Subscription Services are subject to change, including but not limited to changes required by law, changes to software, and systems enhancements. The Purchaser acknowledges that TASC provides Subscription Services to several thousand clients and has a vested interest in consistency.

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Account Based Subscription Services

With respect to any Subscription Services involving debit accounts of any type, including but not limited to debit cards, the Purchaser acknowledges and accepts sole responsibility for the payment of all debit account transactions. TASC may be able to assist the Purchaser in the recovery of such debit account transactions reported as fraudulent, provided that Employees comply with the terms outlined in the applicable Cardholder Agreement for the timely reporting of such fraudulent activity.

The Purchaser acknowledges and accepts sole responsibility for fraudulent claims by Employees (and former employees of the Purchaser) regardless of whether by use of the debit card, debit account, submitted online, submitted by a medical provider, or manually submitted.

TASC has the right to recoup any payment or overpayment made to an Employee in error, whether such erroneous payment was caused by fraud, acts of an unrelated third party, errors/omissions by the Employee, or errors/omissions of TASC or the Purchaser.

TASC has the right to require a deposit or payment from the Purchaser or the Employee when the disbursement of funds creates or will create a negative account balance.

Additional Purchaser Protection

Audit Guarantee

TASC provides an Audit Guarantee as described in the Terms of Use. The Audit Guarantee provides defined and limited protections for Purchasers who comply with the terms applicable to the Subscription Services covered by the Audit Guarantee. The Audit Guarantee will not provide protection for any losses or penalties that are due to the Purchaser's self-administration or use of third-party services, such as the use of third-party compliance services. The Audit Guarantee only covers losses or penalties that are due to the use of Subscription Services delivered by TASC.

Compliance and Continuation Subscription Services Protection

TASC provides up to an aggregate of one million dollars, (\$1,000,000), of protection from liability incurred by the Purchaser as a result of TASC's errors or omissions in connection with the provision of Compliance Subscription Services (including FMLA services) and Continuation Subscription Services.

Money Back Guarantee

If the Purchaser is not entirely satisfied with a Subscription Service, the Purchaser can return all Materials within thirty (30) days of the date that the Subscription Service was first provided to obtain a refund of the TASC Fees previously paid by the Purchaser for such Subscription Service, less a \$250 nonrefundable minimum fee.

TASC Provides Security

When Subscription Services require TASC to create, receive, maintain, or transmit Protected Health Information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), TASC will comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 often referred to as the "HITECH Act", regulations issued by the U.S. Department of Health and Human Services ("HHS") (the "HIPAA Regulations"), and the terms of the TASC Business Associate Agreement. TASC will provide written assurances of this compliance by providing a HIPAA Business Associate Agreement, serving as the written assurances of TASC compliance required by HIPAA. The TASC Business Associate Agreement will use the latest HHS Model terms, in order to provide one compliant program to the Purchaser.

TASC will maintain the Service Provider Validation from the PCI Security Standards Council for the duration of the Term, and will provide the Validation and Attestation Certificate to the Purchaser, without audit detail, upon request.

TASC will meet federal and the applicable state standards for the confidential treatment of the Purchaser's Confidential Information as defined below.

PART III: INDEMNIFICATION, LIMITATIONS OF LIABILITY

Indemnification

Subject to the 30-day limitation and other limitations set forth below, TASC shall indemnify the Purchaser, its directors and officers, and hold them harmless from and against any and all actions, claims, lawsuits, settlements, judgments, costs, taxes or similar assessments, penalties and expenses, including reasonable attorney's fees, incurred as a direct result of TASC's gross negligence or willful misconduct in connection with the performance of the Subscription Services.

This TASC USA and all documents incorporated herein are Confidential and can only be used by the Parties, their employees and representatives for their intended purpose.



The Purchaser shall indemnify and hold TASC, its directors and officers, harmless from and against any and all actions, claims, lawsuits, settlements, judgments, costs (including, but not limited to, costs of insurance premiums paid with respect to any Subscription Service), taxes or similar assessments, penalties and expenses, including reasonable attorney's fees, or any other obligations (collectively, "Losses") resulting from, arising out of or in any way connected with, the Subscription Services, including any prior administration of the Subscription Services or a similar arrangement, or claims or demands by Employees and/or beneficiaries, unless the Losses are directly attributable to TASC's gross negligence or willful misconduct in connection with the performance of the Subscription Services.

Each Party's indemnification obligations are conditioned on the following: (i) if process is served, the indemnified Party providing written notice to the other Party within five (5) business days of receiving service of process regarding an indemnifiable event, (ii) if the Party receiving indemnification is required to make any admission or pay any consideration as part of a settlement, no settlement shall be made without such Party's consent, and (iii) the indemnified Party cooperating in the defense and/or settlement of the indemnifiable event. Subject to the limitations set forth in this TASC USA, the Parties' indemnification obligations hereunder shall survive the termination of this TASC USA.

Thirty (30) Day Liability Limitation

TASC SHALL HAVE NO LIABILITY WHATSOEVER TO THE PURCHASER, THIRD PARTY, OR ANY OTHER PERSON OR ENTITY, FOR ANY COSTS, EXCISE OR OTHER TAXES, PENALTIES, INTEREST, DAMAGE OR LOSS (COLLECTIVELY "DAMAGES") THAT OCCUR MORE THAN THIRTY (30) DAYS AFTER TASC HAS PROVIDED OR MADE AVAILABLE A REPORT TO THE PURCHASER, AND WHERE THE DAMAGES ARISE OUT OF OR RELATE TO ANY MISTAKE OR ERROR OF ANY TYPE APPEARING IN THE REPORT, INCLUDING BUT NOT LIMITED TO ANY MISTAKE OR ERROR WITH RESPECT TO ACCOUNT BALANCES, ENROLLMENT CHANGES OR OTHER INFORMATION. TASC IS RELYING ON THE PURCHASER, THE ONLY ENTITY WITH THE KNOWLEDGE OF THE ACTUAL FACTS, TO REVIEW THE REPORTS PROVIDED OR MADE AVAILABLE BY TASC FOR ERRORS AND TO USE THE REPORTS TO AUDIT AND RECONCILE THE SUBSCRIPTION SERVICES.

Defense of Legal Actions

TASC shall notify the Purchaser of any legal action arising with respect to any Subscription Services of which TASC becomes aware. The defense of the Purchaser for any legal actions naming the Purchaser as a party shall be the responsibility of and be undertaken at the expense of the Purchaser. TASC shall cooperate with and assist the Purchaser in said defense, at the Purchaser's expense, to the extent that the Purchaser reasonably may require.

Limitations of Warranties and Liabilities, Disclaimer of Consequential Damages

EXCEPT AS EXPRESSLY SET FORTH IN THIS TASC USA, TASC DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, AND ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. TASC WILL NOT BE LIABLE IN CONTRACT OR IN TORT FOR ANY LOSS OF BUSINESS OR PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SIMILAR DAMAGES, EVEN IF TASC HAS BEEN ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF SUCH DAMAGES. TASC SHALL NOT BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR ANY MISTAKE OF JUDGMENT OR OTHER ACTION TAKEN IN GOOD FAITH IN THE PERFORMANCE OF SUBSCRIPTION SERVICES.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS TASC USA, AND FOR ANY REASON, INCLUDING BREACH OF ANY DUTY IMPOSED BY THIS TASC USA, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, OR INDEPENDENT OF THIS TASC USA, AND REGARDLESS OF WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO GROSS NEGLIGENCE) OR OTHERWISE, TASC'S TOTAL, AGGREGATE LIABILITY UNDER THIS TASC USA SHALL IN NO CIRCUMSTANCE (EXCEPT AS SPECIFICALLY PROVIDED ABOVE UNDER THE AUDIT GUARANTEE AND THE COMPLIANCE AND CONTINUATION SUBSCRIPTION SERVICES PROTECTION) EXCEED THE TOTAL AMOUNT OF THE TASC FEES PAID BY THE PURCHASER DURING THE TERM IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

No action, regardless of form, arising out of TASC's provision of any Subscription Services provided under this TASC USA, may be brought by a Party more than one (1) year after the last date on which the Subscription Service which is the subject of the action was provided by TASC under this TASC USA.

Each Party acknowledges that these limitations of liability reflect an informed, voluntary allocation between the Parties of the risks (known and unknown) that may exist in connection with this TASC USA.

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PART IV: MISCELLANEOUS TERMS

Confidentiality

“Confidential Information” means any non-public business or technical information, whether or not stored in any medium, relating to the Party’s business, which is disclosed to the other Party in connection with the Subscription Services and which is identified as Confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential. Confidential Information includes original information, as well as all copies. Confidential Information does not include information that has been made public or was already made accessible to the public, or obtained through other available public sources.

Each Party agrees to treat the Confidential Information as confidential to and as the property of the disclosing Party and to use an appropriate degree of care (which, in any case, will not be less than the degree of care it uses with respect to its own information of like nature) to prevent disclosure or unauthorized use of the Confidential Information. Parties will not disclose Confidential Information, except to directors, officers, employees and contractors who have a need to know for the purpose of executing Subscription Services and who have been advised of the obligation of confidentiality and are obligated to keep it confidential.

THIS TASC USA AND ALL DOCUMENTS INCORPORATED HEREIN ARE CONFIDENTIAL AND SUBJECT TO THE TERMS ABOVE.

Data Usage

In connection with this TASC USA, TASC may collect Purchaser and Participant information, data, content or other materials whether in electronic or paper format (collectively, “Data”). Data may be generated and collected through various activities, including but not limited to, Purchaser’s or Participant’s use of services, TASC’s sales activities and/or delivery of services, system operation and performance, maintenance and support services, Purchaser or Participant service inquiries, data gathering software, and telephone or internet transactions. TASC may share, convey, sell, transmit or otherwise distribute the Data to third parties for any purpose, whether or not related to the activities under this TASC USA. TASC shall own all right, title and interest in and to the Data and may use the Data for any lawful purpose. TASC will comply with the provisions of this TASC USA regarding the protection of Confidential Information and will comply with applicable law regarding the protection of Protected Health Information and personally identifiable information non-public information.

Execution and Delivery

This TASC USA may be executed and delivered (including by facsimile or Portable Document Format (PDF) transmission) in one or more counterparts, all of which will be considered one and the same agreement. Any facsimile, PDF documents with signatures, or electronic acceptance, shall have the same force and effect as manually signed originals and shall be binding on the Purchaser and TASC.

Governing Law

This Agreement shall be entered into, construed, governed by, and enforced in accordance with the laws of the State of Wisconsin.

Entire Agreement and Amendment

This TASC USA, including the Specifications, Purchaser Details, Manuals, and Terms of Use, represents the entire agreement of the Parties and supersedes any prior written or oral agreements pertaining to the Subscription Services. This TASC USA may be altered or amended by TASC from time to time upon sixty (60) days written notice to the Purchaser to reflect changes required by law or made for reasonable business purposes.

Notices

Any notice, demand or other communication required or permitted to be given to either Party to this TASC USA shall be in writing and shall be either personally delivered by hand, delivered by prepaid courier, mailed first class with signature required, or sent by electronic means such as facsimile, telex or electronic mail. Any notice personally delivered, delivered by courier or mail service shall be deemed received upon delivery. Any notice sent by electronic means shall be deemed received upon the date the sending terminal confirms that the notice was received.

Assignment

This TASC USA shall not be assigned by the Purchaser without prior written consent of TASC. This TASC USA shall be binding on any successors and permitted assigns under this TASC USA.

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Waiver

The failure of either Party at any time to require performance or observance of any term or condition of this TASC USA shall not affect the full right of such Party to require such performance or observance at any subsequent time. Further, no single or partial waiver of any right, power or privilege will preclude any other or further exercise of such right, power or privilege.

Severability

If any term or condition of this TASC USA is held to be invalid or unenforceable by a court of competent jurisdiction by reason of any statute, rule of law or public policy, all other terms and conditions of this TASC USA shall remain in full force and effect as if this TASC USA had been executed with the invalid or unenforceable portion eliminated.

Survival of Terms

Upon the termination of this TASC USA, for any reason, the following terms will remain in full force and effect:

- Scope of Relationship,
- Materials, Use and Limited License,
- TASC USA Provides Security,
- Indemnification,
- Thirty (30) Day Liability Limitation,
- Defense of Legal Actions,
- Limitations of Warranties and Liabilities, Disclaimer of Consequential Damages,
- Confidentiality,
- Data Usage,
- Governing Law, and
- Severability.

No Third-Party Beneficiaries

No employee or agent, or any other person or entity is a third-party beneficiary under the terms of this TASC USA.

This TASC USA and all documents incorporated herein are Confidential and can only be used by the Parties, their employees and representatives for their intended purpose.