

Customer-Specific Supplement

Effective: 03/25/2019

The terms of this Customer-Specific Supplement (“**Customer-Specific Supplement**”) supplement and amend Customer’s Contract (as defined in the [Customer Terms of Service](#)) if Customer falls into the corresponding category of Customer. If there is any conflict between the Customer-Specific Supplement and the Contract, the applicable terms in the Customer-Specific Supplement will prevail. Nothing in this Customer-Specific Supplement makes us a government contractor for any federal, state, local, or foreign government.

I. U.S. GOVERNMENT CUSTOMERS

If Customer is a U.S. government or U.S. public entity (or use of the Services is for the U.S. Government), the terms of the Customer-Specific Supplement in this Section I apply.

A. Use By or For the U.S. Government.

The Services are a “commercial item,” as defined at 48 C.F.R. §2.101, and constitute “commercial computer software” and “commercial computer software documentation,” as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 to §227.7204. This commercial computer software and related Documentation is provided to end users for use, by and on behalf of the U.S. Government, with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

B. Indemnification, Auto-Renewal, Venue, Legal Fees:

The sections in the Contract titled “Governing Law,” “Auto-renewal,” “Venue; Waiver of Jury Trial; Fees,” and “Customer’s Indemnification of Us” are hereby waived to the extent they are inconsistent with federal law.

C. No Endorsement:

We agree that Customer’s seals, trademarks, logos, service marks, trade names, and the fact that Customer has a presence on one of our Sites and uses our Services, will not be used by us in such a manner as to state or imply that our products or services are endorsed, sponsored or recommended by Customer or by any other element of the U.S. Government, or are considered by Customer or the U.S. Government to be superior to any other products or services. Except for pages whose design and content is under the control of the Customer, or for links to or promotion of such pages, we agree not to display any Customer or government seals, trademarks, logos, service marks, and trade names on our homepage or elsewhere on one of our hosted sites unless permission to do so has been granted by Customer or by other relevant federal government authority. We may list Customer’s name in a publicly available customer list on a Site or elsewhere so

long as the name is not displayed in a more prominent fashion than that of any other third party name.

II. STATE OR LOCAL GOVERNMENT CUSTOMERS

This Section II applies to Customer if Customer is a state or local government, but only to the extent the Services are being used in an Authorized User's official capacity as a state or local government official. The sections in the Contract titled "Governing Law," "Venue; Waiver of Jury Trial; Fees," and "Customer's Indemnification of Us" will not apply to Customer only to the extent Customer's jurisdiction's laws prohibit Customer from accepting the requirements in those sections.

III. HEALTHCARE CUSTOMERS

Unless Customer has entered into a written agreement with RendezView to the contrary, Customer acknowledges that RendezView is not a "Business Associate" as defined in the Health Insurance Portability and Accountability Act and related amendments and regulations as updated or replaced ("**HIPAA**"), and that the Services are not HIPAA compliant. Customer must not use, disclose, transmit or otherwise process any "Protected Health Information" as defined in HIPAA ("**PHI**") through the Services. Customer agrees that we cannot support and have no liability for PHI received from Customer, notwithstanding anything to the contrary herein.

IV. EDUCATION PROFESSIONAL CUSTOMERS

If Customer is a school or educator in the United States and wants its students, who are over the age of 13, to use the Services, Customer is responsible for complying with the U.S. Family Educational Rights and Privacy Act ("**FERPA**"). This means Customer must notify those students' parents/guardians of the personally identifiable information that it will collect and share with us and obtain parental/guardian consent before its students sign up or use the Services. When obtaining such consent, Customer should provide parents/guardians with a copy of our [Privacy Policy](#). Customer must keep all consents on file and provide them to us if we request them. If Customer is located outside of the United States, we will rely upon Customer to obtain any required consents or approvals from the parent or guardian of any student covered by similar laws and, as a condition to Customer's and its students' use of the Services, Customer will comply with such laws.

V. PATENT ASSERTION ENTITIES

You agree that if Customer is a Patent Assertion Entity or is acting on behalf of, or for the benefit of a Patent Assertion Entity, Customer will not assert, or authorize, assist, encourage, or enable any third party to assert, any claim, or pursue any actions, suits, proceedings, or demands, against RendezView or its affiliates that allege that the Services infringe, misappropriate, or otherwise violate any intellectual property rights (including patents). A "**Patent Assertion Entity**," sometimes referred to as a 'non-practicing entity' or a 'patent troll,' is (a) any entity that derives or seeks to derive most of its revenue from the offensive assertion of patent rights, or (b)

directly or indirectly controls, is controlled by, or is under common control with an entity described in (a). This section will survive any termination or expiration of the Contract.

Contacting RendezView

Please contact us if you have any questions about RendezView's Customer-Specific Supplement. You may contact us at info@rendezview.io.