

## Service Agreement

This Service Agreement is a part of, and is hereby incorporated by reference into, that certain Order Form between Red Book Connect, LLC ("HotSchedules") and the Subscriber named on such Order Form (the "Order Form"). Collectively, the Order Form and this Service Agreement are referred to as the "Agreement".

### 1. USE OF THE SERVICE

1.1 Use of the Service. Subject to the terms and conditions of this Agreement, HotSchedules grants to Subscriber a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 9.2) right during the term of this Agreement to (a) use the web-based service identified on the Order Form (the "Service") solely in connection with its internal business operations; and (b) reproduce, without modification, and internally use a reasonable number of copies of the HotSchedules-provided online user documentation for the Service (the "Documentation") solely in connection with its permitted use of the Service.

1.2 Authorized Locations and Users. An "Authorized Location" means a discrete profit center at a physical location at which Subscriber or an Affiliate of Subscriber has operations. During the term of the Order Form, Subscriber will (a) use the Service at a number of Authorized Locations that is no greater than the maximum number of Authorized Locations specified on the Order Form; and (b) restrict access to the Service to those employees and third-party contractors performing services for the benefit of Subscriber who require access to the Service to perform their assigned tasks (each, an "Authorized User"). Subscriber will use, and will ensure that its Authorized Users use, reasonable efforts to prevent any unauthorized use of the Service or Documentation, and Subscriber will immediately notify HotSchedules if it learns of any unauthorized use. In such case, Subscriber will take all steps reasonably necessary to terminate the unauthorized use, and will cooperate and assist with any actions taken by HotSchedules to prevent or terminate such unauthorized use. Subscriber will ensure that all Authorized Users comply with the applicable obligations of Subscriber under this Agreement and will be directly responsible to HotSchedules for their conduct. Any act or omission of an Authorized User that would constitute a breach of this Agreement if committed by Subscriber will be deemed to be a breach by Subscriber.

1.3 Use Restrictions. Subscriber will not, and will not permit or authorize third parties to: (a) rent, lease, or otherwise permit anyone other than Authorized Users to use the Service or Documentation; (b) use the Service to provide services to third parties (e.g., as a service bureau); (c) circumvent or disable any security or other technological features or measures of the Service, or attempt to probe, scan or test the vulnerability of a network and or system; (d) upload or provide any information or materials that are defamatory, offensive or abusive or that are of an obscene or menacing character or that violate privacy or intellectual property rights; (e) use the Service to harm, threaten, or harass others; or (f) send, store or distribute any malware. Subscriber will neither alter nor remove any proprietary rights notices that may appear on the Documentation and will include all such notices on any copies. Subscriber will use the Service and Documentation, and upload data into the Service, in compliance with all applicable laws and regulations.

1.4 Feedback. HotSchedules is hereby granted a royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, worldwide, transferable, sublicensable license to use, copy, modify, distribute, and otherwise exploit any suggestions, enhancement requests, or other feedback provided by Subscriber or an Authorized User relating to the Service.

1.5 Affiliates. For purposes of this Agreement, "Affiliate" means any entity that, directly or indirectly, controls such entity (but only for so long as such control exists), where "control" means the ownership of more than 50% of the outstanding shares or securities representing the right to vote in the election of directors or other managing authority of such entity. Subscriber may permit one or more of its Affiliates to participate under this Agreement, in a manner such that the Affiliate may exercise the rights of Subscriber under this Agreement, provided that (a) each such participating Affiliate executes and delivers to HotSchedules a written supplement to this Agreement pursuant to which such Affiliate agrees to comply with all of

Subscriber's obligations hereunder; and (b) Subscriber hereby guarantees the obligations of each such Affiliate, and any breach of this Agreement by such Affiliate shall be deemed to be a breach by Subscriber.

## **2. PROVISION OF SERVICES**

2.1 Service Availability. During the term of this Agreement, HotSchedules will (a) use commercially reasonable efforts to operate the Service in a manner that meets the availability targets set forth in its then-current service policies; (b) utilize an industry-leading hosting infrastructure to provide the Service; (c) maintain commercially reasonable measures intended to avoid unplanned Service interruptions; and (d) use commercially reasonable efforts to notify Subscriber in advance of planned Service interruptions.

2.2 Data Integrity and Security. During the term of this Agreement, HotSchedules will maintain commercially reasonable physical, electronic, and managerial procedures intended to protect against the loss, misuse, or unauthorized access, alteration or disclosure of Subscriber Data. If HotSchedules learns of any unauthorized access to Subscriber Data, HotSchedules will use reasonable efforts to promptly notify Subscriber of such unauthorized access. Subscriber is responsible for maintaining the confidentiality of all Authorized User usernames and passwords, shall ensure that no user accounts are shared, and is solely responsible for all activities that occur under these usernames. Subscriber will immediately notify HotSchedules of any suspected security breach at [security@HotSchedules.com](mailto:security@HotSchedules.com), copying Subscriber's HotSchedules relationship manager.

2.3 Professional Services. If the applicable Order Form includes services designated as "Professional Services", and subject to the payment of applicable fees, HotSchedules will use commercially reasonable efforts to perform such Professional Services (a) in a professional and workmanlike manner; (b) in accordance with the terms and conditions set forth in the statement of work identified in the Order Form; and (c) in accordance with the timetable set forth in the applicable Order Form. Any changes to the Professional Services will not be effective unless mutually agreed upon by the parties in a written change order. Each party will designate a project leader as its single point of contact regarding the Professional Services.

2.4 Technical Support Services. HotSchedules will provide Subscriber with then-current standard technical support services with respect to the Service, as described on HotSchedules' website at <http://www.HotSchedules.com/support-package> ("Technical Support Services"), so long as Subscriber is current in all payments due to HotSchedules under the Agreement. HotSchedules may use all technical information provided by Subscriber in connection with Technical Support Services for HotSchedules' business purposes, including for product support and development.

2.5 Subscriber's Responsibilities. Subscriber will be responsible for supplying its own internet connection, computer and network equipment, and mobile devices to access the Service. As a condition to HotSchedules' provision of the Professional Services and Technical Support Services, Subscriber will provide all assistance, cooperation, information, equipment, and resources reasonably necessary for HotSchedules to perform such services.

## **3. FEES AND PAYMENT**

3.1 Subscription Fees. Beginning on the commencement date set forth on the Order Form and continuing through the term of this Agreement, Subscriber shall pay the recurring monthly Service subscription fees identified in the Order Form (the "Subscription Fees"). Partial calendar months will be pro-rated. All Subscription Fees are due in advance at the beginning of each calendar month. HotSchedules may modify the Subscription Fees no more than once every twelve (12) calendar months by notifying Subscriber no later than sixty (60) days before the end of Initial Term (or then-current Renewal Term, as applicable), with such change to take effect at the beginning of the next Renewal Term.

3.2 **Other Fees.** Subscriber shall pay all fees for Service activation or re-activation ("Activation Fees"), fees for professional services ("Professional Services Fees"), fees for additional Service quantities, and all other fees and charges set forth in the Order Form. All such fees are due in accordance with the Order Form.

3.3 **Payment Terms.** Unless a different payment method is specified in the applicable Order Form, HotSchedules will invoice Subscriber for all amounts and Subscriber will pay all undisputed amounts in full within thirty (30) days after the invoice date. The charges in an invoice will be deemed accepted by Subscriber unless Subscriber notifies HotSchedules in writing of a dispute within seven (7) days of the date of the invoice. All amounts payable under this Agreement are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. For any late payments, HotSchedules reserves the right to impose finance charges equal to the lesser of (a) 1.5% of the unpaid balance per month, or the highest rate permitted by applicable law, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including attorneys' fees) incurred by HotSchedules to collect any amount that is not paid when due. Amounts due from Subscriber under this Agreement may not be withheld or offset by Subscriber against other amounts due to Subscriber for any reason. If Subscriber fails to timely pay any amounts due under this Agreement, HotSchedules may, without limitation to any of its other rights or remedies, report delinquent amounts due to credit reporting agencies, suspend performance of the Service, Professional Services and Technical Support Services, and/or terminate this Agreement.

3.4 **Payment Authorizations.** If Subscriber opts for credit card payments on the Order Form, Subscriber hereby authorizes HotSchedules (and its credit card payment processor) to charge Subscriber's credit card for all amounts due under this Agreement, and hereby consent to provide and authorize HotSchedules and its credit card payment processor to share any information and payment instructions you provide to the extent required to complete the payment transactions in accordance with this Agreement, including personal, financial, credit card payment, and transaction information. If Subscriber opts for ACH payment on the Order Form, Subscriber hereby authorizes HotSchedules to initiate debit entries to Subscriber's Primary Operating Account, specified in the Order Form, through Automated Clearinghouse ("ACH") transfers, in order to satisfy all payment requirements hereunder; (ii) provide HotSchedules at least thirty (30) days' notice of any change in Subscriber's Primary Operating Account; and (iii) grant HotSchedules any additional authorizations necessary to begin ACH debits from a new account which becomes the Primary Operating Account.

3.5 **Taxes.** The fees stated on the Order Form do not include local, state, federal or foreign taxes (e.g., value-added, sales or use taxes), fees, duties, or other governmental charges resulting from this Agreement (collectively, "Taxes"). Subscriber is responsible for paying all applicable Taxes, excluding Taxes based on HotSchedules' net income or property. If HotSchedules determines it has the legal obligation to pay or collect Taxes, HotSchedules will add such Taxes to the applicable invoice and Subscriber will pay such Taxes, unless Subscriber provides HotSchedules with a valid tax exemption certificate from the appropriate taxing authority. If a taxing authority subsequently pursues HotSchedules for unpaid Taxes for which Subscriber is responsible under this Agreement and which were not paid by Subscriber to HotSchedules, HotSchedules may invoice Subscriber and Subscriber will pay such Taxes to HotSchedules or directly to the taxing authority, plus all applicable interest, penalties and fees.

#### **4. TERM AND TERMINATION**

4.1 **Term.** This Agreement will commence upon the Effective Date specified on the Order Form and continue for the initial period of time specified on the Order Form (the "Initial Term") unless this Agreement is terminated earlier in accordance with Section 4.2. This Agreement will automatically renew for successive terms of one (1) year each (unless a different renewal term is specified on the Order Form) (each, a "Renewal Term") unless either party provides written notice of its intent not to renew no later than sixty (60) days prior to the expiration of the Initial Term or current Renewal Term.

4.2 **Termination for Material Breach.** Each party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and does not cure such breach within thirty (30) days after receiving written notice from the non-breaching party specifying such breach.

4.3 Post-Termination Obligations. If this Agreement is terminated for any reason, HotSchedules will have no obligation to provide the Service, or any Professional Services or Technical Support Services after the effective date of the termination. If this Agreement is terminated by HotSchedules, Subscriber will immediately pay to HotSchedules all Subscription Fees for the remainder of the Initial Term or then-current Renewal Term (as applicable), and will make all other payments that have accrued prior to the effective date of termination. If this Agreement is terminated for any other reason, Subscriber will immediately pay to HotSchedules any Subscription Fees, Professional Services Fees, and other amounts that have accrued prior to the effective date of the termination. In addition, Sections 1.4, 4.3, 5, 7, 8 and 9 will survive.

## **5. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**

5.1 Service and Documentation. HotSchedules retains all right, title, and interest in and to the Service and Documentation and all related intellectual property rights.

5.2 Subscriber Data. Any data uploaded into the Service, or otherwise provided for processing by the Service, by or on behalf of Subscriber ("Subscriber Data") are Subscriber's property. HotSchedules' use and disclosure of all Subscriber Data shall be governed by its then-current privacy policy, the current version of which is available at <https://www.hotschedules.com/privacy-policy> ("Privacy Policy"). Subscriber hereby grants to HotSchedules a nonexclusive, perpetual, worldwide, royalty-free and fully-paid license to use the Subscriber Data to perform its obligations under this Agreement and as permitted under the Privacy Policy.

5.3 Confidential Information. "Confidential Information" means non-public information that a reasonable person should understand to be confidential and that is disclosed by or on behalf of either party or its Affiliates ("Disclosing Party") to the other party or its Affiliates ("Receiving Party"), whether such information is disclosed before or after the Effective Date. "Confidential Information" excludes information that (i) was in the public domain prior to the time of disclosure; (ii) enters the public domain after disclosure through no action or inaction of the Receiving Party; (iii) is already known by the Receiving Party at the time of disclosure; (iv) is obtained by the Receiving Party from a third party without a breach of the third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, consultants, and agents who are bound by obligations of confidentiality no less protective than those set forth in this Agreement. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by law so long as the Receiving Party gives the Disclosing Party prompt written notice prior to the disclosure and reasonable assistance in limiting disclosure or obtaining a protective order. HotSchedules may also disclose this Agreement to actual and potential investors and funding sources who agree to hold it in confidence. The Receiving Party agrees to take steps to protect the Disclosing Party's Confidential Information that are substantially similar to those it takes to protect its own proprietary information (but not less than reasonable care) to prevent the unauthorized disclosure of such Confidential Information. Upon any termination or expiration of this Agreement, the Receiving Party will destroy all of the Disclosing Party's Confidential Information in its possession; provided, however, that this requirement will not limit HotSchedules' rights to retain, use, and disclose aggregated data in accordance with the Privacy Policy, as described in Section 5.2. This Section 5.3 will survive for five (5) years following expiration or termination of this Agreement.

## **6. WARRANTIES AND DISCLAIMER**

6.1 Mutual Warranties. Each party represents and warrants to the other that this Agreement constitutes a valid and binding agreement enforceable against such party in accordance with its terms, and performance of such party's obligations does not violate any applicable laws or contracts by which it is bound.

6.2 Personal Information. Subscriber represents and warrants that (a) except to the extent expressly requested in a data field specified by HotSchedules, Subscriber will not upload to or provide through the Service any information that may be deemed personal information or sensitive data of any individual person under the laws of any applicable jurisdiction (including, without limitation, the Gramm-Leach-Bliley Act,

Health Insurance Portability and Accountability Act of 1996, and Family Educational Rights and Privacy Act) (all of the foregoing information, "Personal Information"), without HotSchedules' prior written consent; and (b) if Personal Information is uploaded or otherwise provided, Subscriber and its Authorized Users have complied and will comply with all applicable laws with respect to the collection, transfer, and use of that Personal Information, including by obtaining any required third-party consents to transfer that Personal Information to servers associated with the Service located in the United States or elsewhere.

6.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 6, HOTSCHEDULES MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. HOTSCHEDULES EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT. HOTSCHEDULES DOES NOT WARRANT THAT THE SERVICE OR DOCUMENTATION IS ERROR-FREE OR THAT OPERATION OR USE OF THE SERVICE WILL BE SECURE OR UNINTERRUPTED. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. HOTSCHEDULES IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

## **7. INDEMNIFICATION**

7.1 Infringement Claims. HotSchedules will, at its expense, defend Subscriber from and settle any claim, proceeding, or suit ("Claim") brought by a third party against Subscriber alleging that the Service infringes or misappropriates any intellectual property right, and will indemnify Subscriber from all damages, costs, and attorneys' fees finally awarded against Subscriber as a result of such Claim; provided, however, that (a) Subscriber gives HotSchedules prompt written notice of the Claim; (b) Subscriber grants HotSchedules full and complete control over the defense and settlement of the Claim; (c) Subscriber provides reasonable assistance at HotSchedules' request in connection with the defense and settlement of the Claim; and (d) Subscriber complies with any settlement or court order made in connection with the Claim. HotSchedules will have no obligation under this Section 7.1 for any Claim to the extent arising from (i) use of the Service in combination with other products or services if such Claim would not have arisen but for such combination; (ii) compliance with requirements or specifications required by or provided by or on behalf of Subscriber, if such Claim would not have arisen but for such compliance; (iii) use of the Service for purposes not intended or outside the scope of the rights granted in this Agreement; (iv) use of the Service inconsistent with instructions provided by HotSchedules; or (v) any modification of the Service. This Section 7.1 states HotSchedules' sole and exclusive liability, and Subscriber's sole and exclusive remedy, for any actual or alleged infringement or misappropriation of any third party intellectual property right by the Service.

7.2 Subscriber Data. Subscriber will, at its expense, defend HotSchedules from and settle any actual or threatened third party Claim arising from or relating to the Subscriber Data or other materials or information provided by or on behalf of Subscriber, and will indemnify HotSchedules from all damages, costs, and attorneys' fees finally awarded against HotSchedules as a result of such Claim; provided, however, that (a) HotSchedules gives Subscriber prompt written notice of the Claim; (b) HotSchedules grants Subscriber full and complete control over the defense and settlement of the Claim; (c) HotSchedules provides reasonable assistance at Subscriber's request in connection with the defense and settlement of the Claim; and (d) HotSchedules complies with any settlement or court order made in connection with the Claim. Furthermore, Subscriber will indemnify HotSchedules from all liabilities, costs, and expenses incurred by HotSchedules in connection with any subpoena, testimony, deposition, or other HotSchedules participation in connection with any third-party Claim brought against Subscriber involving Subscriber Data or Subscriber's employees or business.

## **8. LIMITATIONS OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, HOTSCHEDULES WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER OR ANY OF ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF HOTSCHEDULES IS APPRISED OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

UNDER NO CIRCUMSTANCES WILL HOTSCHEDULES' TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY SUBSCRIBER TO HOTSCHEDULES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT INCREASE THIS LIMIT.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY HOTSCHEDULES TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 8 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

## **9. GENERAL**

9.1 Relationship. HotSchedules will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of this Agreement.

9.2 Assignability. Neither party may assign its rights, duties, or obligations under this Agreement (including by way of merger, acquisition, sale of assets, change of control or operation of law) without the other party's prior written consent, except that a party may assign this Agreement as a result of merger, acquisition, sale of assets, change of control, or operation of law without the other party's consent. HotSchedules may terminate this Agreement in its discretion if Subscriber assigns this Agreement to a competitor of HotSchedules or comes to be controlled by a competitor of HotSchedules.

9.3 Subcontractors. HotSchedules may use a subcontractor or other third party in carrying out its obligations under this Agreement so long as HotSchedules remains responsible for all of its obligations under this Agreement.

9.4 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or overnight courier, return receipt requested, to the appropriate party at the address set forth on Order Form and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 9.4. Notices are deemed given two (2) business days following the date of mailing or one business day following delivery to a courier.

9.5 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses commercially reasonable efforts to avoid or remove the causes of non-performance.

9.6 Governing Law and Jurisdiction. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of California, without reference to its choice of law rules.

9.7 Arbitration. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any action arising out of or in connection with this Agreement will be settled by binding arbitration in San Francisco, California, U.S.A. under the Rules of the American Arbitration Association by one arbitrator appointed in accordance with such rules. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration or litigation instituted in connection with this Agreement.

9.8 Other General Terms. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. There are no third-party beneficiaries to this Agreement, including, without limitation, Subscriber's Affiliates or Authorized Users. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Service under this Agreement is found to be illegal, unenforceable, or invalid, Subscriber's right to use the Service will immediately terminate. This Agreement will enter into effect upon the execution of the Order Form, and the Order Form may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. The Order Form may also be executed and delivered by facsimile or electronically and such execution and delivery will have the same force and effect of an original document with original signatures.

9.9 Entire Agreement. This Agreement, including all exhibits and schedules, is the final and complete expression of the agreement between the parties regarding the Service, the Documentation, and all related services and materials provided by HotSchedules. This Agreement supersedes all previous oral and written communications between the parties and or their Affiliates regarding these matters, all of which are merged into this Agreement, including any prior nondisclosure agreement between the parties or their Affiliates. If there is a conflict between the terms of this Service Agreement and the Order Form, the terms of the Order Form will control. No employee, agent, or other representative of HotSchedules has any authority to bind HotSchedules with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of both parties. Neither party will be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by the other party in any acceptance, confirmation, invoice, purchase order, receipt, correspondence, or otherwise, unless HotSchedules specifically agrees to such provision in a writing signed by an authorized agent of HotSchedules.