

**MD Buyline, Inc. Membership Agreement for Natividad Medical Center (“Member”)**

This Membership Agreement, including the Terms of Use (as defined below) and each Order Schedule (as defined below), constitute the complete agreement between the County of Monterey on behalf of undersigned Member and MD Buyline, Inc., with its principal place of business at 2711 North Haskell Avenue, Suite 1450, Dallas, TX 75204 (“MD Buyline”), and is effective as of the Effective Date (as defined below) (collectively the “Agreement”). Member acknowledges that MD Buyline’s Registration Terms and Conditions (the “Terms of Use” included as Exhibit A) are a part of this Agreement and each Order Schedule entered into as set forth below and as may be amended from time to time via an amendment signed by both parties. By signing this Membership Agreement, Member consents to, and agrees to be bound by, the Terms of Use, which are incorporated herein and made a part hereof by reference as Exhibit A. The parties acknowledge that MD Buyline is being engaged by Member as an advisor to analyze products and services being purchased by Member to reduce costs that are in the best interest of the Member and its constituents.

**I. ORDER SCHEDULE:**

The initial subscription based data and related services purchased by the Member in accordance with this Membership Agreement (the “Services/Products”) and their applicable descriptions, the Levels of Access (if applicable), the term from the Start Date (the “Agreed Term”), the Annual Fees for the Services/Products, the Member’s Covered Entities and Primary GPO designations are set forth in the Order Schedule below. MD Buyline may periodically update the names and deliverables for each Service/Product and shall notify member of the same (it being acknowledged that aforementioned updates shall not reduce or diminish any of the Services/Products subject to an existing Order Schedule). If the Member desires to add Services/Products or upgrade/expand the level of service or access of its Services/Products or otherwise modify a term below, an amendment signed by both parties and a new Amended Order Schedule will be required.

**Initial Order Schedule:**

**A. General:**

Service/Product Name	New / Renewal	Maximum Authorized Users	Start Date	Agreed Term (Months from the Start Date as defined in the Effective Date)	Annual Fee \$
Buyline Premium Subscription Only	New	Unlimited	When signed by last Party	48	\$22,999 (48 month total is \$91,996)
Buyline Recall Tracker Subscription Only	New	Unlimited	When signed by last Party	48	
SmartMatch	New	Unlimited	When signed by last Party	48	

**B. Service/Product Descriptions:**

The following further describes the Services/Products set forth above and specifies any additional terms unique to a specific Service/Product.

Service / Product Name / Level of Access / Description
Buyline Premium – Combines Buyline Capital and Buyline HCIT.
Buyline Recall Tracker – Easy-to-use tool to address product recalls efficiently and accurately, including audit-quality assurance reports and customized, role-based workflows designed to accommodate single- and multi-facility healthcare systems.
SmartMatch - Personalized approach to tracking and identifying recalls relevant to your facility that improves efficiency and reduces risk by automatically matching recalls to your facility’s purchase history.

**C. Covered Entities/Facilities:**

The following sets forth the Member’s entities/facilities entitled to receive the Service/Products set forth in the Order Schedule above:

Name	Address	# of Licensed Beds
Natividad Medical Center	1330 Natividad Road Salinas, California 93912	152
<b>Total Licensed Beds:</b>		<b>152</b>

Quotes, contracts and other service request submitted for additional subscriber entities/facilities not listed above will not be processed and can be added to this Agreement via an amendment signed by both parties for an additional fee to be determined at that time.

If member acquires facilities with existing MD Buyline agreements, those facilities can be added to the member’s agreement once the acquired facility’s existing MD Buyline agreement expires. If member is acquired by another MD Buyline member, they may be added to the acquiring member’s agreement upon the expiration of this agreement.

Covered facilities removed from Agreement, will not result in a reduction of fees unless otherwise noted.

**D. Primary GPO Designation:**

The following sets forth the Member’s primary Group Purchasing Organizations:

Primary GPO	GPO ID #
Vizient	

Member acknowledges they are not a group purchasing organization and the services received under this agreement are for the use of only Member owned and operated facilities listed under this agreement. In the event that Member becomes a group purchasing organization, MD Buyline reserves the right to increase the membership fees for the remainder of the Agreed Term or Renewal Term if applicable.

**2. TERMS:**

***Membership Responsibility***

In order to allow MD Buyline to advise Member appropriately, the Member shall cause each of its Covered Entities set forth in Order Schedule to make their best effort to submit final purchase orders for healthcare product purchases that were analyzed by MD Buyline for its organization. A Member purchasing Buyline Consumables Benchmarking or Buyline Value Analysis will submit monthly or quarterly spend reports containing all purchased supply items electronically by email or FTP according to MD Buyline’s data formatting and submission procedures beginning on the Effective Date of this Membership Agreement.

***Annual Billing***

MD Buyline will invoice the Member annually in advance for all Services/Products. All payments are due net 30 days from receipt of a certified invoice by the County of Monterey Auditor-Controller.

**3. INSURANCE:**

**3.1 Evidence of Coverage:**

Prior to commencement of this Agreement, MD Buyline shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to Member’s Contracts/Purchasing Department, unless otherwise directed. MD Buyline shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance

required and Member has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 3.2 Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Member's Contracts/Purchasing Director.
- 3.3 Insurance Coverage Requirements: Without limiting MD Buyline's duty to indemnify, MD Buyline shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
- 3.4 Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Exemption/Modification (Justification attached; subject to approval)

- 3.5 Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Exemption/Modification (Justification attached; subject to approval)

- 3.6 Workers' Compensation Insurance, If MD Buyline employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Exemption/Modification (Justification attached; subject to approval)

- 3.7 Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, MD Buyline shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Exemption/Modification (Justification attached; subject to approval)

#### 4. OTHER INSURANCE REQUIREMENTS:

- 4.1 Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date MD Buyline completes its performance of services under this Agreement.
- 4.2 Each policy shall provide coverage for MD Buyline and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 4.3 **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.**
- 4.4 Prior to the execution of this Agreement by Member, MD Buyline shall file certificates of insurance with Member's Contracts/Purchasing Department, showing that the MD Buyline has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.
- 4.5 MD Buyline shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Member, annual certificates to Member's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Member shall notify MD Buyline and MD Buyline shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by MD Buyline to maintain such insurance is a default of this Agreement, which entitles Member, at its sole discretion, to terminate the Agreement immediately.

#### 5. TERMINATION:

- 5.1 During the term of this of this Agreement, Member may terminate the Agreement for any reason by giving written notice of termination to MD Buyline at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, MD Buyline will refund the customer for any paid for, but not yet used, services. This refund will be issued within (30) days of the effective date of termination.
- 5.2 Member may cancel and terminate this Agreement for good cause if after Member's written notice to MD Buyline specifying such Good cause (the "Good Cause Notice"), MD Buyline is unable to cure such good Cause within 30 days of its receipt of such Good Cause Notice. "Good cause" includes the failure of MD Buyline to perform the required services at the time and in the manner provided under this Agreement. If Member terminates this Agreement for Good cause, Member may be relieved of the payment of any consideration to Md Buyline, and Member may proceed with the work in any manner, which Member deems proper. The cost to Member shall be deducted from any sum due MD Buyline under this Agreement.

**6. INDEMNIFICATION**

6.1 MD Buyline shall indemnify, defend, and hold harmless Member (hereinafter "County"), its officers, agents and employees from any third party claim, liability, loss injury or damage arising out of MD Buyline's gross negligence or willful misconduct. In the event of a claim covered by this Section the Member (the "Indemnified Party") shall give MD Buyline (the "Indemnifying Party") prompt written notice of any claim subject to indemnification; provided that the Indemnified Party's failure to promptly notify the Indemnifying Party shall not affect the Indemnifying Party's obligations hereunder except to the extent that the Indemnified Party's delay materially prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right to defend against any such claim with counsel of its own choosing and to settle such claim as the Indemnifying Party deems appropriate, provided that the Indemnifying Party shall not enter into any settlement without the Indemnified Party's express written consent, which consent shall not be unreasonably held. The Indemnified Party agrees to reasonably cooperate with the Indemnifying Party in the defense and settlement of any such claim, at the Indemnifying Party's expense. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. MD Buyline shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which MD Buyline is obligated to indemnify, defend and hold harmless the County under this Agreement.

**7. MEMBER BILLING INFORMATION:**

Natividad Medical Center, PO Box 81611, Salinas CA 93912-1611  
*Billing Address*

Roy Creamier  
*Invoice Recipient Name*


creamierR@natividad.com  
*Invoice Recipient Email*

(831) 783-2621  
*Invoice Recipient Tel. No.*

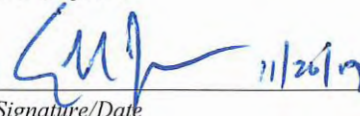
**8. AUTHORIZATION:**

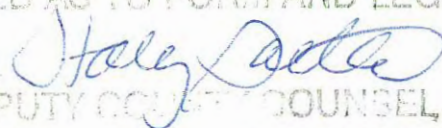
This Membership Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same document. This Membership Agreement is executed to be effective as of the date signed by the last party stated below (the "Effective Date").

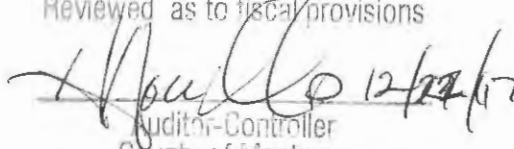
**County of Monterey:**

  
*Signature/Date*  
11/3/18  
*Print Name and Title*

**MD Buyline:**

 11/26/17  
*Signature/Date*  
ERIC INGRAM CFO  
*Print Name and Title*

**APPROVED AS TO FORM AND LEGALITY**  
  
**DEPUTY COUNTY COUNSEL**  
**COUNTY OF MONTEREY**

Reviewed as to fiscal provisions  
 12/27/17  
**Auditor-Controller**  
**County of Monterey**

**Terms of Use**  
**Exhibit A to MD Buyline, Inc. Membership Agreement**

**I. Application**

These terms and conditions (these “**Registration Terms**”) apply to all on-line subscription services (the “**Subscription Services**”) made available by MD Buyline, Inc. (“**MDB**”).

**II. Definition of “you” and “your”**

References to “you” or “your” in these Registration Terms mean (i) you and (ii) the entity (if any) that employs you, such as a corporation, limited liability company, partnership, or other type of legal entity. In this connection, you agree that these Registration Terms bind, extend, and apply to (a) you, (b) the entity (if any) that employs you, and (c) all of your and such entity’s personnel.

**III. Registration**

As part of the registration process for the Subscription Services, you agree to provide (and if applicable, you agree that you have provided) accurate, current, and complete information about yourself as you may be requested in such process or from time to time. You also agree to maintain the confidentiality and security of your password, account, and other identification information and not provide it to any other person or entity. You are fully responsible for all use of, and activities that occur under, your password, account, and other identification information and for any actions that take place through your registration or access to the Subscription Services (whether conducted by you or another). You must also maintain and promptly update personal data that you provide to MDB to keep such data accurate, current, and complete. You are responsible for restricting access to your computer as necessary.

**IV. License**

Pursuant to these Registration Terms, MDB hereby grants you a limited, non-exclusive, and non-transferable license to access and use the Subscription Services listed in the Membership Agreement between you (or an entity on your behalf) and MDB (“**Your Membership Agreement**”). The Subscription Services consist of products and services owned and provided by MDB (the “**MDB-Owned Services**”). To the extent the Subscription Services are provided by a third party, MDB will make any additional terms required by such third party available to you for review, and if acceptable to you, these third party services shall be added to this agreement by way of an amendment signed by both parties before provisioning and charging you for such third party service (the “**Third Party Services**”). MDB reserves the right to modify the Subscription Services and their respective features and functionality at any time, without notice or warning and without liability, provided that no such modification shall materially decrease the features and functionality of the MDB-Owned Services licensed to you as of the start date of Your Membership Agreement. MDB shall have the right to add, drop, modify, or replace, all or any part of the Third Party Services at any time. MDB and MDB’s licensors reserve all rights not expressly granted to you in these Registration Terms.

**V. Use**

You will use, and you will cause the Subscription Services to be used, only (i) in the ordinary course of your normal and ordinary internal business, (ii) for purposes that are in accordance with applicable federal, state, and local laws, rules, and regulations and (iii) in accordance with all license terms imposed by third party providers, if any, of any of the Third Party Services. You will not allow anyone to (a) circumvent any security feature of the Subscription Services, (b) use the Subscription Services to provide services (including processing, commercial timesharing, rental, sharing, application service provider, “service office,” or “service bureau” arrangements) to any third party, (c) permit any third party to view, use, access, or copy the Subscription Services or (d) disclose, publish, broadcast, sell, or otherwise redistribute the Subscription Services.

## **VI. Subscriber Data**

Some Subscription Services incorporate data supplied to MDB by you (the “**Subscriber-Provided Data**”). You represent and warrant that by voluntarily supplying such data to MDB, you do not violate any agreements you have with a third party. You further represent and warrant that, to your knowledge, all Subscriber-Provided Data is true and correct. You will remain responsible and liable for the accuracy of all Subscriber-Provided Data. You authorize MDB to act as your agent in the role of review and analysis of any selected contracts, quotes, or proposals.

## **VII. Confidentiality**

As used in these Registration Terms, “**Confidential Information**” means all data, information, and materials (tangible and intangible) disclosed by MDB to you or received or obtained by you, pursuant to these Registration Terms, Your Membership Agreement, or the Subscription Services. You will (i) treat all Confidential Information with the same degree of care as you accord to your own confidential or proprietary information but, in no case, less than commercially reasonable care, and (ii) promptly advise MDB if you learn of any unauthorized use or disclosure of any Confidential Information. Without MDB’s prior written consent, you will not disclose, copy, or use any Confidential Information, except (a) to an Authorized User (as defined in Your Membership Agreement), or (b) as required by law. The County of Monterey (“County”) is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA). If County receives a CPRA request for documents (as defined by the CPRA) and said request relates to the Confidential Information described in this Agreement, County will notify MDB of the request and confer with MDB regarding an appropriate response to said request. If MDB contends that any documents are MDB’s Confidential Information, not subject to the CPRA, and/or exempt from the CPRA, and MDB wishes to prevent disclosure of said documents, MDB shall instruct County to withhold said documents. If MDB fails to respond to County in writing prior to County’s deadline for responding to the CPRA request, County may disclose the requested information under the CPRA without liability to MDB. MDB shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney fees) that may result from denial of a CPRA request made at MDB’s instruction.

## **VIII. Disclaimers and Limitations**

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, THE SUBSCRIPTION SERVICES ARE PROVIDED "AS IS." MDB MAKES NO WARRANTIES UNDER THESE REGISTRATION TERMS OR YOUR MEMBERSHIP AGREEMENT, EXPRESS OR IMPLIED, WRITTEN OR VERBAL AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MDB WILL NOT HAVE ANY LIABILITY TO YOU OR ANYONE ELSE ARISING OUT OF, OR IN CONNECTION WITH, THESE REGISTRATION TERMS OR YOUR MEMBERSHIP AGREEMENT FOR INDIRECT, SPECIAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING LOSS OF DATA, LOSS OF PROFITS, BODILY INJURY, INJURY TO THIRD PARTIES, LOSS OF PROPERTY OR COSTS OF COVERAGE, EVEN IF MDB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MDB'S LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THESE REGISTRATION TERMS AND YOUR MEMBERSHIP AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY OR OTHERWISE, WILL NOT EXCEED THE AGGREGATE LIMITS OF THE INSURANCE UNDER YOUR MEMBERSHIP AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM OR CAUSE OF ACTION WILL NOT INCREASE THE LIMITS IN THIS PARAGRAPH.

#### **IX. Conduct / Content**

Use. You agree to use the Subscription Services only for the intended purpose of the Subscription Services. In this connection, you agree that when using the Subscription Services, you will not:

- Modify, decompile, reverse engineer, recreate, disassemble, or otherwise attempt to determine the makeup or source code of the Subscription Services or make any unauthorized changes to the Subscription Services;
- Embarrass, defame, slander, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, transmit, copy, reproduce, e-mail, post, upload, distribute, or disseminate (or use the Subscription Services to do any of the foregoing with respect to) any inappropriate, profane, defamatory, infringing, obscene, indecent, hateful, or unlawful topic, name, material, or information;
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- Conduct or forward surveys, contests, pyramid schemes, chain letters, junk mail, spam, unsolicited e-mail, or any advertising, promotional, or unauthorized communication;
- Falsify or delete any author attributions, legal, or other proper notices or proprietary designations or labels of the origin or source of software, or other material contained in a file that is uploaded;



- Impersonate another person or entity or use any fake name or identity;
- Allow any other person or entity to use your identification for posting or viewing comments;
- Restrict or inhibit any other user from using and enjoying the Subscription Services;
- Violate any code of conduct or other guidelines that may be applicable to the Subscription Services;
- Harvest or otherwise collect information about others, without their prior, express, and written consent; or
- Violate any applicable laws, rules, or regulations or rights, including intellectual property, privacy, or publicity rights.

**Submissions.** By posting, uploading, inputting, providing, submitting, or furnishing information or materials to or regarding the Subscription Services, including all Subscriber-Provided Data (collectively the “**Submissions**”), you are granting MDB and MDB’s affiliated companies an irrevocable, perpetual, worldwide, royalty-free, and fully-paid license to possess, use, disclose, publish, modify, display, distribute, and prepare derivative works of all Submissions (including all Subscriber-Provided Data), provided however the Submissions shall in all instances be anonymized prior to MDB’s use of such Submissions for any customer other than you..

No compensation will be paid with respect to the use of your Submissions. By posting, uploading, inputting, providing, submitting, or furnishing your Submissions, you represent and warrant that you own or otherwise control all of the rights to your Submissions as described in these Registration Terms, including all the rights necessary for you to provide, post, upload, input, submit, or furnish the Submissions.

**Monitoring.** MDB has no obligation to monitor the Submissions or any other aspect of the Subscription Services. However, MDB reserves the right to review the Submissions at any time and from time to time and to refuse to post and remove any Submission or such other materials in MDB’s sole discretion (regardless of the reason). MDB assumes no liability relating to MDB’s monitoring or removal acts or omissions. MDB does not guarantee the accuracy, integrity, or quality of any Submissions or other user content or that the Subscription Services will be entirely free of illegal, offensive, or otherwise inappropriate material or that users of the Subscription Services will not encounter inappropriate or illegal conduct from others.

#### User Representations

You represent and warrant the following:

- You have entered into a Membership Agreement with MDB, and/or you are an Authorized User;
- (i) you are at least 18 years of age, (ii) your use of the Subscription Services is legal in, and does not violate any laws or rules of, the jurisdiction(s) in which you reside or from which you use or otherwise access the Subscription Services, (iii) you possess the legal

right and ability to enter into these Registration Terms and Your Membership Agreement and to use the Subscription Services in accordance with these Registration Terms and Your Membership Agreement, (iv) your use of the Subscription Services shall be in accordance with these Registration Terms and Your Membership Agreement, and (v) your use of the Subscription Services shall be in accordance with all applicable laws and regulations;

You will not (i) use the Subscription Services in any manner that could damage, disable, overload, or impair the Subscription Services or interfere with any other party's use and enjoyment of the Subscription Services, (ii) obtain, or attempt to obtain, any materials, information, or other content through any means not intentionally made available or provided for through the Subscription Services, or (iii) circumvent, or attempt to circumvent, any security feature of the Subscription Services;

You have all necessary right and authority to submit the Submissions to MDB; and You have the requisite knowledge and good faith basis to use the Subscription Services as intended by MDB.

#### **X. Suspension/Termination of Access**

If you use or attempt to use the Subscription Services in a manner that is contrary to these Registration Terms or Your Membership Agreement or breach or threaten to breach these Registration Terms or Your Membership Agreement, then MDB may, without liability, immediately (i) suspend any and all Subscription Services until such use, breach, or threatened breach is cured to MDB's reasonable satisfaction (including, if applicable, the payment of all outstanding interest and collection fees) or (ii) terminate your access to the Subscription Services and/or Your Membership Agreement.

Upon termination of Your Membership Agreement for any reason, (i) you will immediately discontinue use of the Subscription Services and (ii) all licenses granted to you by MDB will immediately terminate. Termination of Your Membership Agreement will not discharge any of your pre-existing payment obligations.

#### **XI. Miscellaneous**

Any notices or communications to be given under these Registration Terms or Your Membership Agreement by a party to the other party will be deemed to have been duly given if given in writing and (i) personally delivered, (ii) sent by nationally recognized overnight courier, (iii) sent by electronic mail (with confirmation through any of methods (i), (ii), or (iii) above), in each case, at the address for such other Party set forth on the Information Sheet to Your Membership Agreement. Notices delivered personally, by courier, or by electronic mail will be deemed communicated as of actual receipt (or refusal) by the addressee. A party may change its address for notice under these Registration Terms and Your Membership Agreement by giving prior notice to the other party of such change in the manner provided in this paragraph.

MDB will not be in default of these Registration Terms or Your Membership Agreement by reason of any failure of MDB's performance under these Registration Terms or Your Membership Agreement if such failure results, whether directly or indirectly, from a cause beyond MDB's reasonable control, including any (i) local law, statute, or regulation, (ii) act of God, (iii) war or terrorism, (iv) civil disturbance, (v) act of government or (vi) actions of a third party.

These Registration Terms and Your Membership Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and the parties' respective successors and permitted assigns. These Registration Terms and Your Membership Agreement may be changed, waived or discharged only pursuant to a written agreement between the parties. The waiver or failure of a party to exercise in any respect any right provided for under these Registration Terms or Your Membership Agreement will not be deemed a waiver of any further right under these Registration Terms or Your Membership Agreement by such party. Each party shall pay all of such party's own expenses relating to the negotiation and preparation of these Registration Terms and Your Membership Agreement, including the fees and expenses of such party's counsel.

These Registration Terms and Your Membership Agreement (i) embody the entire agreement and understanding between the parties relating to the subject matter of these Registration Terms and Your Membership Agreement and (ii) supersede all prior agreements and understandings relating to the subject matter of these Registration Terms and Your Membership Agreement. These Registration Terms and Your Membership Agreement may be signed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. These Registration Terms and Your Membership Agreement do not create, and will not be construed as creating, any right enforceable by anyone not a party.

A breach or threatened breach of these Registration Terms or Your Membership Agreement by you may cause irreparable harm and injury to MDB for which money damages are inadequate. In the event of such breach or threatened breach, MDB shall be entitled to seek injunctive relief, without the requirement of posting a bond or any other security, in addition to all other available remedies.

The provisions of these Registration Terms and Your Membership Agreement are severable, and in the event any provision of these Registration Terms or Your Membership Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions. MDB's waiver of a breach of any provision of these Registration Terms or Your Membership Agreement by you shall not operate or be construed as a waiver by MDB of any subsequent breach by you.

A printed version of these Registration Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Registration Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Registration Terms and all related documents be drawn up in English as spoken in the United States.

If you are aware of any violations of these Registration Terms or Your Membership Agreement or if you have any questions or comments regarding these Registration Terms or Your Membership Agreement, please contact us at [info@MDBuyline.com](mailto:info@MDBuyline.com).

All trademarks, service marks, and trade names displayed on the Subscription Services are proprietary to MDB or MDB's licensors, all of which are the property of their respective owners.