



This Customer Agreement Master Terms and Conditions ("Master Terms and Conditions") is entered into by Spok, Inc. ("Spok") and the GSA Customer under GSA Schedule contracts ("hereafter Licensee or Ordering Activity"). These Master Terms and Conditions are effective as of the latest date signed below after all parties have signed. The entire agreement between the parties includes these Master Terms and Conditions, the underlying GSA Schedule Contract, the Schedule Price List and each GSA Customer Purchase Order ("Order") entered into by Customer and Spok at any time and which refers to these Master Terms and Conditions (collectively, the "Agreement").

The following terms supplement and govern each Order entered into by Customer and any Spok at any time:

1. Definitions.

- 1.1 "Designated Users" means the maximum number of users or other quantity designation identified on an Order who are authorized to use the Software.
- 1.2 "Documentation" means the then-current electronic or printed material, operating and technical documentation relating to the functions, features or specifications and operations of the applicable Software and made available by Spok. Documentation excludes all marketing materials, proposals, demonstrations and content made available for instructional or informational purposes only.
- 1.3 "Hardware" means any physical components of a computer or other electronic system which is licensed to the Licensee and described on an Order.
- 1.4 "Maintenance" means updates to the Software which Spok incorporates into the Software and does not separately price or market, together with using reasonable efforts to provide Licensee with avoidance procedures.
- 1.5 "GSA Customer Purchase Order" ("Order") means an Order for goods or services placed by the GSA Customer under the GSA Schedule Contract and FAR part 8.4. All Orders entered into by Spok and Customer shall refer to this Agreement.
- 1.6 "Permitted Users" means the natural persons authorized by Licensee to use the Products within the scope of the License and who each have an ID (profile) and password.
- 1.7 "Perpetual License" means a license to use the Software that does not have a term limit identified on an applicable Order.
- 1.8 "Products" means the Software and/or Hardware, together with its applicable Documentation, which have been included in an Order.
- 1.9 "Release" means the edition of a Product after it has been designated as a release and made generally available by Spok.
- 1.10 "Services" means training, implementation, consulting, subscription or other services provided by Spok, excluding Support.
- 1.11 "Software" means the software code and media described in an Order and any repairs, replacements, upgrades, updates, enhancements and new Releases provided by Spok under applicable Maintenance or Support, and any copies made available to the Licensee.
- 1.12 "Subscription License" means a license to use the Software that has a specific term limit identified on an applicable Order.
- 1.13 Service Level Expectation ("SLE") means Spok's document describing the levels of Support included or available for purchase by Licensee under an Order, and the documents referenced therein.
- 1.14 "Support" means the level of maintenance and support services described in an Order and in the SLE, and purchased by Licensee for the Spok Products listed in that Order.
- 1.15 "Support Period" means the period of time designated in an applicable Order.
- 1.16 "Warranty Period" means the period beginning on the day the Licensee accepts Hardware licensed from Spok and ending ninety (90) days later.

2. Software License Grant.

Upon execution of an Order by Spok, Spok hereby grants Licensee a non-exclusive and non-transferable license to use and to allow its Permitted Users to use or access the Products described in the Order the License granted is up to the maximum number of Designated Users identified on the Order and is only for internal use by Licensee and Permitted Users for Licensee's operations. In no way does the License grant the Licensee and its Permitted Users the right to grant sub-licenses or authorizations, whether exclusive or non-exclusive, to third parties for access to or use of the Software.

3. Software License Limitations.

Licensee and its Permitted Users shall not: (i) adapt the Software or create derivative versions of the Software; transmit, distribute or supply, whether by rental, sale, licensure, loan, or any other mechanism, partially or in full, the Software to any third party; rework the Software (e.g., for the purpose of correcting deficiencies) or make additions or improvements to the Software; (iv) reverse engineer the Software or attempt to derive source code from the Software; (v) alter or modify the Documentation; (vi) use the Software to provide support to or a service to any third party; (vii) copy the Software for any reason (including in a virtual environment, creating a test environment, redundant environment, for disaster recovery purposes, or replication of the Software, except to the extent Spok has given prior written consent to Licensee to copy the Software or the Licensee has licensed additional copies of the Software for the above purposes; (viii) Licensee is prohibited from removing or altering any of the confidential, proprietary or intellectual property rights notice(s) embedded in or that Spok otherwise provides with the Software; and (ix) Licensee may not simultaneously use the same User ID (profile) on more than one computer terminal or access point. Upon request during the Support Period, Spok will provide Licensee additional copies (either by CD/DVD or electronic format) of the Software listed in a Purchase Order pursuant to the GSA Schedule Contract).

4. Delivery and Installation.

- 4.1 Except as otherwise agreed in an Order, Licensee is responsible for all installation of the Software and Hardware, delivery, training, data conversion, implementation and other services.

5. Services.

The applicable Order will state (i) the rates based on the GSA Schedule Price List and the basis for provision of Services to Licensee. In the provision of Services to Licensee, Spok may share information of Licensee with its business partners as may be necessary to provide Services to Licensee. Any business partner engaged by Spok to assist in the provision of Services to Licensee will adhere to the Confidential Information standards contained in Section 23.



6. Support Services.

- 6.1 Types of Support Services. Spok will provide Licensee with the level of Maintenance and Support identified on a Purchase Order at the prices stated therein, based on the GSA Schedule Price List. ("Support Fees"). Subject to the level of Support purchased and Section 6.4(b), Support will include: (a) help desk support, (b) corrections to allow the unmodified Software (when properly installed and configured) to operate materially and substantially as described in the Documentation for that Software (by providing a program patch, update, new Release, or instruction for avoiding the error, as determined by Spok), and (c) updates and new Releases of the Software when made generally available by Spok for installation and use by Licensee. New Software requires execution of a new or modified Order and is not provided as a new Release or as part of Support for other Software.
- 6.2 Limitations. All Support will be part of the applicable Products and will be performed pursuant to the Spok Support guidelines listed in the SLE and this Agreement. Spok's obligation to provide Licensee with Support for the Products owned by parties other than Spok is limited to providing Licensee with the Support that the applicable third-party owner provides to Spok for that Product. Licensee must provide Spok with such facilities, equipment and support as are reasonably necessary for Spok to perform its obligations under this Agreement, including remote access to the Products.
- 6.3 Support and Support Renewal.
- During the initial Support Period, Spok (i) will directly or indirectly provide Support to Licensee for the Products pursuant to the Purchase Order and the underlying GSA Schedule Contract.
 - Unless otherwise described in an applicable Purchase Order pursuant to the GSA Schedule Contract, Spok does not maintain or support Products modified outside of Support or Services provided by Spok. After the Initial Support Period Renewal shall require execution of a new or modified Purchase Order.

7. Limited Warranty and Disclaimer of Warranty.

7.1 Limited Warranty by Spok.

- Software Warranty. At the time of your acceptance of the Software, Spok warrants that (a) the applicable media for the Software will be free of defects, (b) Spok will have timely used up-to-date, commercially available virus scanning and cleaning, and will not have knowingly (based on the results of that scanning and cleaning) delivered Software containing any viruses, time bombs or other undocumented programs which inhibit the use of the Software, and (c) Software will include the functionality described in the Documentation for the Software.
- Hardware Warranty. Unless otherwise stated on an applicable Order Form, Spok warrants for a period of ninety (90) days, beginning on the date of acceptance, that the Hardware is free from defects in material and workmanship. Spok's obligation under any Hardware warranty is limited to repairing and replacing, at Spok's option, the Hardware at no charge to Licensee.
- Software and Hardware Warranty Conditions. The Software and Hardware warranties set forth in Sections 7.1a and 7.1b are conditioned upon (i) Licensee's proper use, maintenance, management and supervision of the Software and Hardware, (ii) use with supplies or consumable materials supplied by Spok, (iii) use with a suitable operating environment, (iv) the absence of any intentional or negligent act or other cause external to the Software or Hardware affecting their operability or performance, and (v) the conditions set forth in Section 7.3.

7.2 Disclaimer of Warranty.

THE LIMITED WARRANTIES IN THIS SECTION 7 ARE MADE TO LICENSEE EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. SPOK MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, DOCUMENTATION, HARDWARE, SUPPORT, MAINTENANCE, AND SERVICES, IN WHOLE OR IN PART, OR ANY OTHER MATTER UNDER THIS AGREEMENT. SPOK EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SPOK EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE. FURTHER, SPOK EXPRESSLY DOES NOT WARRANT THAT PRODUCTS OR ANY SUPPORT WILL BE USABLE BY LICENSEE, IF THE PRODUCT HAS BEEN MODIFIED BY ANYONE OTHER THAN SPOK, WILL OPERATE WITHOUT INTERRUPTION, OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THOSE IDENTIFIED IN THE DOCUMENTATION. SPOK DOES NOT WARRANT THAT THE SOFTWARE, SUPPORT, HARDWARE OR SERVICES ARE FREE OF NONMATERIAL DEFECTS OR THAT THEY WILL MEET THE SPECIFIC REQUIREMENTS OR NEEDS OF LICENSEE'S ORGANIZATION.

- 7.3 Abrogation of Limited Warranty. The limited warranties in this Section 7 will be null and void to the extent that (i) without the prior written approval of Spok, which will not be unreasonably withheld, Support is performed on the Products by any party other than Spok or an Spok-approved party, or (ii) any addition to, removal from or modification of the Products is made without Spok's approval. All parts replaced under warranty will become the property of Spok. All of Spok's Support and Services that are not covered under this limited warranty shall be ordered pursuant to the execution of a new or modified Order.
- 7.4 Failure of Essential Purpose. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTION 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.**
- 7.5 Secondary Use for Notification. Licensee understands and agrees that any Product used to assist in providing system notification to its users is limited to secondary notification only and that Licensee's own systems provide primary notification. Spok disclaims any warranty or responsibility for providing system notification to Licensee's users.

8. Indemnity by Spok.

Spok will indemnify the GSA Customer at its own expense, against any action brought by a third party to the extent that the action is based upon a claim that the Software directly infringes any patent, copyright or misappropriates any trade secret and Spok will pay those costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. Spok's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify Spok of any such claim; (ii) Licensee will afford Spok the right to intervene in any litigation, at its own expense, through counsel of its choosing. (iii) Spok must cooperate with the Government to facilitate the settlement or defense of the claim (including without limitation by making available all documents and information in its possession or control that are relevant to the claim); (iv) the claim must not arise from modifications or (with the express exception of other software and third party hardware and software specified by Spok in writing as necessary for use with the Software) from the use or combination of products provided by Spok with items provided by Licensee. (v) Licensee must not by any act, including without limitation by any admission or acknowledgement, materially prejudice the ability satisfactorily to defend or settle the claim; (vi) the claim does not arise out of Licensee's failure to comply with the terms of this Agreement, including without limitation use of the Software in a manner for which it was not designed (as evidenced by the Documentation) or Spok's instructions. If any Software is, or in Spok's opinion is likely to become, the subject of an intellectual



property rights infringement claim, then Spok, at its sole option and expense, and to the extent commercially reasonable, will either: (A) work with the Government to obtain for Licensee the right to continue using the Software under the terms of this Agreement; or (B) replace the Software with products that are substantially equivalent in function, or modify the Software so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the portion of the license fee paid to Spok for the Software giving rise to the infringement claim, depreciated as provided for in U.S. Department of Treasury regulations. **THE FOREGOING SETS FORTH SPOK'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.** Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

9. Warranty Remedies.

9.1. Licensee's Remedies.

- a. Licensee's exclusive remedies, and Spok's exclusive obligations, for a breach by Spok of the Software Warranty, Hardware Warranty or Support Warranty are as follows:
 - (i) Spok will provide Support to repair, replace or furnish an upgrade of the non-conforming Products to enable those Products to comply with the applicable Software Warranty or Hardware Warranty; and
 - (ii) if Spok cannot comply with Section 9.1(a)(i) within the applicable cure period, Licensee may terminate this Agreement and Spok will refund the fees paid by Licensee to Spok for the non-conforming Products, subject to the limitations in Section 16.
- b. Licensee's exclusive remedies for breach of the Services Warranty or Spok's Service obligations are as follows:
 - (i) Spok will re-perform or re-deliver those Services at no additional charge within the cure period; and
 - (ii) if Spok cannot complete that re-performance within the applicable Cure Period, Licensee may terminate the Services and Spok will refund the fees paid by Licensee to Spok for those Services not re-performed and timely cured, subject to the limitations in Section 16.

10. Term and Termination.

When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Spok shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

10.1 Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, indemnity, limitation of liability, will survive termination of this Agreement.

11. Notices.

All notices and other communications required or permitted under the Agreement must be in writing and will be deemed given when (i) delivered personally, (ii) sent by registered or certified mail, return receipt requested, or (iii) sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section 11. Any notices of breach and/or termination will be provided as stated in the FAR and the underlying GSA Schedule Contract.

12. Force Majeure.

Pursuant to FAR 52.212-4(f), neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, and without its fault or negligence including acts of God, or the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather and delays of common carriers.

13. Assignment.

Licensee may not assign, transfer, rent or re-license or otherwise transfer any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of Spok. Assignment by Spok is subject to FAR 52.232-23 "Assignment of Claims" (Jan. 1986) and FAR subpart 42.12 "Novation and Change-of-Name Agreements" (Sep. 2013).

14. No Waiver.

A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability.

When the end user is an instrumentality of the U.S. Government, this is a contract with the U.S. Government and is subject to Federal law including, but not limited to the Federal Acquisition Regulation. Venue and jurisdiction of any disputes are determined by the applicable federal statute (Federal Tort Claims Act, Contract Disputes Act, etc.). If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

16. LIMITATIONS OF LIABILITY.

16.1 **LIMITED LIABILITY OF SPOK. EXCEPT ONLY FOR (i) INDEMNIFICATION BY SPOK FOR THIRD PARTY CLAIMS UNDER SECTION 8 ABOVE, (ii) BODILY INJURY, (iii) DIRECT DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT CAUSED BY SPOK'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR (iv) SPOK'S BREACH OF ITS OBLIGATIONS UNDER SECTION 19 BELOW, SPOK'S AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES TO LICENSEE WILL BE, WHETHER IN CONTRACT OR TORT, LIMITED TO ACTUAL DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE AGGREGATE PURCHASE ORDER(S), PRICE PAID, INCLUDING FEES PAID BY LICENSEE TO SPOK ANNUALLY. IF NO DISCRETE FEE IS IDENTIFIED IN THE APPLICABLE ORDER FORM, SPOK'S CUMULATIVE LIABILITY TO LICENSEE WILL AN AMOUNT NOT TO EXCEED THE FEE REASONABLY ASCRIBED BY SPOK FOR THE COMPONENT SYSTEM GIVING RISE TO THE LIABILITY.**

16.2 **EXCLUSION OF DAMAGES. EXCEPT FOR BREACH OF SECTION 3, IN NO EVENT WILL SPOK OR LICENSEE BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF REVENUE OR LOSS OF DATA OR BUSINESS INTERRUPTION WHETHER BASED ON BREACH OF**



CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NEITHER PARTY WILL SEEK OR APPLY FOR SUCH DAMAGES. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY (1) TO PERSONAL INJURY OR DEATH CAUSED BY SPOK'S NEGLIGENCE; (2) FOR FRAUD; (3) FOR EXPRESS REMEDIES UNDER LAW OR THE CONTRACT; OR (4) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

17. Compliance with Laws.

Licensee will comply with all laws, rules and regulations applicable to the use of the Software, including but not limited to (i) the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.) and its implementing regulations. Licensee shall comply with the medical device reporting requirements set forth at 21 C.F.R. Part 803, Subpart C, to the extent applicable; (ii) U.S. export controls; (iii) U.S. Foreign Corrupt Practices Act; and any other Federal Laws. Licensee acknowledges that Spok is not providing any electronic communications service and that Licensee is solely responsible for complying with any legal requirements applicable to its provision or use of electronic communications services in connection with the Software. Licensee shall not export the Products from the United States without Spok's prior written authorization and compliance with applicable federal law. Licensee is responsible for compliance with the Agreement by its personnel.

18. Audit Rights.

Subject to government security requirements, Spok may audit the relevant records of Licensee solely at its own expense to ensure compliance with the terms of this Agreement and each applicable Order Form(s). Spok will notify Licensee in writing at least 30 (30) business days prior to any such audit. Any such audit will be conducted during Licensee's regular business hours at Licensee's offices and will not unreasonably interfere with Licensee's activities. Spok may audit Licensee no more than once in any twelve (12) month period. If the Spok's audit reveals any overuse of the software licenses granted to the GSA Customer, Spok will provide immediate notice to the GSA Customer of the alleged deficiency and may invoice the GSA Customer for the number of licenses required to bring it into compliance under this Agreement.

19. HIPAA.

To the extent that the regulations implementing the Health Insurance Portability and Accountability Act of 1996 and subsequently the Health Information Technology for Economic and Clinical Health Act (collectively, "the Acts"), apply to any Products, Support, or Services provided under this Agreement, Spok will conduct its activities in such a manner as to facilitate Licensee's compliance with the Acts. If an amendment to this Agreement is necessary to comply with the Acts, Spok and Licensee will negotiate such amendment in good faith prior to the applicable enforcement date.

20. Licensee Responsibilities.

Throughout the term of this Agreement, Licensee shall take the following actions, and Licensee acknowledges that Spok's obligation to provide Services and Support is conditioned upon Licensee taking such actions:

- (a) Follow all Spok installation, operation and maintenance instructions.
- (b) Provide the Spok-specified environment, electrical and telecommunication connections.
- (c) Subject to Government security requirements, provide Spok access to the Products to enable Spok to perform maintenance.
- (d) Have a representative available during any on-site Spok Services or Support activity.
- (e) Maintain a procedure external to the Software and host computer for reconstruction of lost or altered files, data or programs to the extent Licensee deems necessary.

21. Fees, Payment Terms and Taxes.

Fees shall be in accordance with the negotiated Order base on the pricing under the GSA Schedule Price List. Payment shall be in accordance with FAR 52.212, the underlying GSA Schedule Contract and any applicable Orders.

21.4 Taxes. Taxes are subject to FAR 52.212-4(k) which provides that the contract price shall include all federal, state and local taxes and duties. Spok shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Spok or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

22. License Term.

22.1 Perpetual License. The license term for Software identified on a fully executed Order as being perpetual will be for a perpetual period of time, but may be terminated as provided in the FAR, the underlying GSA Schedule Contract and/or any applicable Order.

22.2 Subscription License. The license term for Software identified on a fully executed Order as being a subscription will be for the initial term identified on the Order ("Initial Term"). Renewal shall require execution of a new or modified Purchase Order.

23. Confidential Information.

23.1 Confidential Information means: software code and benchmark tests for the Products, Documentation, Services, and Support; Permitted User ID (profile) and passwords; Licensee financial information; data; and all other information marked as confidential. When the end user is an instrumentality of the U.S. Government, neither this EULA nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement. Confidential information does not include:

- a) information made generally available without restriction by the disclosing party or by an authorized third party;
- b) information known to the receiving party independent of disclosures by the disclosing party;
- c) information independently developed without access to or use of the disclosing party's Confidential Information; or
- d) Information that must be disclosed pursuant to court order. Licensee's Confidential Information also excludes any new features or functionality suggested by Licensee for the Products.

23.2 The parties will use reasonable efforts to keep each other's Confidential Information secret and will use that information only to fulfill the rights and obligations under this Agreement. Spok recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. § 552, and that information that does not fall under certain exceptions must be released when requested despite being characterized as "confidential" by vendor. Additionally, Spok recognizes that courts of competent jurisdiction may require certain information to be released.



24. Miscellaneous.

- 24.1 Effect of Termination. Upon any termination or expiration of this Agreement: (a) Licensee's rights under the License end (the provisions of the Agreement concerning protection of intellectual property rights and Confidential Information survive.)
- 24.2 No Hire of Certain Employees. Subject to applicable federal law, Licensee agrees that until one (1) year after the later of (a) the termination and non-renewal of the Support Period or (b) the completion of Services, Licensee will not hire, employ or contract for services with any employee of Spok who provides Support or Services to Licensee; provided that solicitations and subsequent hirings initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of this sentence.
- 24.3 Intellectual Property Rights. Spok retains all intellectual Property Rights in the Products, as well as in the Services. Spok may use any and all feedback that Licensee provides to Spok regarding Spok products without any payment, accounting, remuneration, or attribution to Licensee, as long as it does so in an anonymous format. "Feedback" means information provided, in any manner, by or on behalf of Licensee with respect to any Spok product or service or their enhancement, customization, configuration, installation, or Implementation, including but not limited to ideas, concepts, suggestions, materials, functions, methods, processes, and rules.
25. U.S. Government Restricted Rights. Use, duplication or disclosure by the Government is subject to restrictions set forth herein pursuant to FAR 52.227-14 "Rights in Data" (Dec. 2007), DFARS 252.227.7015 "Technical Data-Commercial Items" (Jun. 2013) and other applicable DFARS provisions.
26. Entire Agreement. This Agreement, the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders constitute the entire understanding and agreement of the parties. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order. No modification of this Agreement will be effective unless it is in writing and signed by each party.