VitalSigns Terms of Service

Rev. 1.4 | 2.13.18

These Terms of Service (the "Service Terms") are agreed to by and between you ("you" or "Customer") and NobelCloud, Inc. ("NobelCloud," "we," "us," or "our"). Please read them carefully, as they form a contract between you and NobelCloud. You may use the Services (as defined below in Section 1.1) only if you have the power, and are authorized, to form a contract with NobelCloud and are not barred under any applicable laws from doing so.

THESE SERVICE TERMS GOVERN YOUR ACQUISITION AND USE OF OUR SERVICES, AS DEFINED HEREIN.

BY ACCEPTING THESE SERVICE TERMS, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A WRITTEN AGREEMENT OR ORDER FORM THAT INCORPORATES THESE TERMS BY REFERENCE, YOU AGREE TO BE BOUND BY THE PROVISIONS SET FORTH IN THESE SERVICE TERMS. IF YOU ARE AGREEING TO BE BOUND BY THESE SERVICE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE SERVICE TERMS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE PROVISIONS CONTAINED HEREIN, YOU MUST NOT ACCEPT THESE SERVICE TERMS AND MAY NOT USE THE SERVICES.

You may not access the Services if you are our direct competitor, including, without limitation, providing big-data business intelligence solutions, data aggregation services, or telecommunications services, except with our prior written consent. In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

These Service Terms were published or last updated on the date first set forth above. It is effective between you and us as of the date of your accepting these Service Terms.

1. Purchased Services.

1.1. Provision of Purchased Services. Customer and NobelCloud have entered into a written agreement or order form governing Customer's access to NobelCloud's VitalSigns® software product ("VitalSigns®"). VitalSigns® comprises a real big-data business intelligence solution, allowing users to aggregate and normalize any type of data from any source possible, including ACD, PBX, call recording, CRM, HR, ERP, electronic mail, chat, financial systems and more.   Access to VitalSigns® and use of the services such access affords you shall be referred to herein as the "Services." We will make the Services available for your use on a non-exclusive basis subject to these Service Terms, and any applicable written agreement or order form used to subscribe to the Services (such written agreement or order former being referred to hereinafter as a "Subscription Agreement"). Subject to your continued compliance with these Service Terms

and each relevant Subscription Agreement, we hereby grant you a non-exclusive, revocable license to use the Services subject to the pricing and other terms and conditions set forth herein, and in any applicable Subscription Agreement.

1.2. Support for the Services. NobelCloud will provide the level of support set forth herein or in the Subscription Agreement, and in the instance you are able to select the level of support, NobelCloud will provide the level of support you select in your order from those we make available.

1.3. Subscriptions. Unless otherwise specified in the applicable Subscription Agreement, (i) Services are purchased as subscriptions, (ii) subscriptions may be added during the subscription term at the same pricing as the underlying subscription pricing, prorated for the remainder of the subscription term in effect at the time the additional subscriptions are added, and (iii) any added subscriptions shall terminate on the same date as the pre-existing subscriptions. Subscriptions are for the designated number of Modules. In the event that you exceed the number of Modules for which you purchased a subscription, you will pay us for the excess subscriptions as specified herein.

1.4. Ownership Rights. Subject to the limited rights expressly granted hereunder, NobelCloud retains exclusive ownership and all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein. Any actions taken by Customer to protect its rights to its own products, including without limitation copyright or trademark filings, will not supersede or change the Service Terms, or the Subscription Agreement, or any of NobelCloud's proprietary rights to the Services.

2.   Restrictions on Use of Services.

You will not (a) grant sublicenses to, sell, assign, give or otherwise transfer the Services or its rights thereto, in whole or in part, (b) modify, disassemble, decompile, reverse engineer, or otherwise re-create the Services, in whole or in part, (c) copy or otherwise reproduce the Services, in whole or in part, (d) disclose, divulge, or otherwise make available the Services, in whole or in part, to any independent contractor, competitor of Customer or NobelCloud, or any other person except Customer's officers, director, and employees, (e)use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (f) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (g) attempt to gain unauthorized access to the Services or their related systems or networks.

3.   Fees and Payment for Purchased Services.

3.1. Fees. The pricing for Services is set forth in any applicable Subscription Agreement agreed upon and executed by you and NobelCloud. Any applicable Subscription Agreements are hereby incorporated into, and shall be subject to, these Service Terms. Except as otherwise specified herein or in a Subscription Agreement, (a) fees are based on Services subscriptions purchased and not actual usage, (b) payment obligations are non-cancelable and fees paid are non-

refundable, and (c) quantities purchased cannot be decreased during the relevant subscription term.

3.2 Invoicing and Payment. You agree to pay to NobelCloud, in advance of Services provided and on a monthly basis, charges for Services as set forth in the applicable Subscription Agreement. You are fully responsible for all sales or use taxes, and for all property taxes and any other taxes set forth in a Subscription Agreement or otherwise applicable to your use of the Services, and all other charges and fees incurred in order to access the Services. NobelCloud shall provide an invoice once per month for the Services provided hereunder in accordance with the then-current rates set forth in an applicable Subscription Agreement., All invoices are due and payableas agreed upon in the Subscription Agreement , in order to ensure the prompt payment of sums due, you agree that if you fail to pay all invoiced charges at the time specified in the Subscription Agreement (the "Due Date"), the delinquent balance will bear interest as set forth in the Subscription Agreement, and NobelCloud may suspend the Services or take other remedial measures as set forth in the Subscription Agreement. Nothing herein or in the Subscription Agreement shall be construed as constituting a waiver of NobelCloud's right to declare a default by Customer under these Service Terms on account of any delinquency.

3.3. Errors or Disputes. Errors or disputes do not constitute grounds for delay in payment of the invoiced amount for Services.

3.4. Billing Disputes. As set forth above, you will be responsible for full payment of all charges as reflected on any NobelCloud invoice on or before the Due Date. Billing disputes do not constitute grounds for delay in payment. Any request for a billing adjustment must be made in good faith and in writing on or before the Due Date, or such dispute is waived by Customer. Any such request shall include detailed documentation to establish the basis for any adjustment. NobelCloud and Customer will promptly address and attempt to resolve any dispute within one billing cycle. If any dispute is not resolved within 60 days of the date the dispute is submitted, the dispute will be resolved by NobelCloud in its reasonable discretion. Any amounts that are determined to be in error, or any credits to which NobelCloud agrees, will be credited against invoices following such determination. Such request for adjustment shall not be cause for delay in payment of the balance due.

3.5 Changes or Modifications. In the event Customer requests a change or modification to an order for Services, NobelCloud may determine whether to implement such change or modification for Customer, in its sole discretion by amending or replacing the applicable Subscription Agreement. Customer may incur added charges for requesting any changes or additions to an order for Services after NobelCloud has implemented or initiated the implementation of such Services. Such charges shall be reasonably determined by NobelCloud based on the time and cost reasonably expended by NobelCloud.

4. Financial Condition

4.1. Financial Approval and Procedures. Your agreement to the terms set forth herein constitutes your acceptance of NobelCloud's initial and continuing credit approval procedures and policies. NobelCloud reserves the right to withhold initiation or full implementation of any

Services pending NobelCloud's initial satisfactory credit review and approval, which may be conditioned upon terms specified by NobelCloud. You agree to provide to NobelCloud, upon ten (10) days' prior written notice, financial statements and/or other financial documents as NobelCloud may reasonably request.

5. Termination

5.1. Effective Period of these Service Terms. The effective period of these Service Terms commences on the date you accept it and continues until the subscriptions hereunder have expired or have been terminated.

5.2. Term of Purchased Subscriptions. Subscriptions purchased by you commence on the start date specified in the applicable Subscription Agreement and continue for the subscription term specified therein. Except as otherwise specified in a Subscription Agreement, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any renewal term shall be the same as that during the prior term unless we have given you written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

5.3. Termination for Cause. Either party may terminate a Subscription Agreement upon thirty (30) days' prior written notice to the other party of its material breach of these Service Terms or such Subscription Agreement if such breach remains uncured at the expiration of such period. NobelCloud may terminate any Subscription Agreement upon twenty four (24) hours' notice if your breach of the Service Terms or the Subscription Agreement consists of or includes your failure to pay in a timely manner, and NobelCloud may further terminate, suspend, or withhold the provision of Services as expressly provided in these Service Terms or a Subscription Agreement. In no event shall this subsection impair the rights of NobelCloud to pursue remedies pursuant to any other section of these Service Terms or a Subscription Agreement. In no event shall any termination relieve you of the obligation to pay any fees payable to us for the period prior to the effective date of termination.

5.4. Suspension or Removal. NobelCloud reserves the right, at its sole discretion, and without notice of any kind, to suspend or remove access to the Services if not doing so would create a substantial risk to NobelCloud. NobelCloud will have no liability of any kind for suspension or removal of access to the Services.

5.5. Surviving Provisions. The sections titled "Fees and Payment," "Usage Restrictions," "Confidentiality," "Indemnification," "Ownership Rights," "Mutual Indemnification," "Limitation of Liability," shall survive any termination or expiration of any Subscription Agreement or the effective period of these Service Terms.

6. Confidentiality

6.1. Confidentiality. Each party acknowledges that it may provide the other with confidential and proprietary information through the course of implementing or enacting these Service Terms or a Subscription Agreement or otherwise, including, but not limited to: marketing strategy, costs, rates, technical data, Customer information and other information specific to the divulging party ("Confidential Information"). Both NobelCloud and Customer agree not to divulge the Confidential Information of the other party to any entity or individual not an employee, consultant, or a representative of either party with a valid reason to know such information, except as required by law or in connection with the enforcement of these Service Terms or any Subscription Agreement associated herewith. Customer and NobelCloud agree that this provision is binding during the term of each applicable Subscription Agreement and for a period of two (2) years thereafter. If either party violates this provision, the other party may terminate any underlying Subscription Agreement on sixty (60) days' written notice. Further, each party agrees that it will not discuss the specific provisions of any Subscription Agreement with any entity or individual, except those listed above and each party's professional advisors with a need to know of the Subscription Agreement. Notwithstanding the foregoing, either party may disclose Confidential Information and/or the provisions of these Service Terms or a Subscription Agreement if required to do so by legal compulsion, operation of law, or if necessary in any proceeding to establish or enforce rights or obligations under these Service Terms or a Subscription Agreement. Further, each party may disclose the existence of a Subscription Agreement with NobelCloud and the general nature of the business relationship. In addition to the confidentiality provisions set forth herein and in any applicable Subscription Agreement, Customer shall not disclose the payment terms agreed to by Customer and NobelCloud under any Subscription Agreement, except to Customer's officers, directors, employees, accountants or other authorized agents. The parties also agree and stipulate that the potential damage from a breach of this provision would result in irreparable injury and that monetary damages would be difficult or impossible to calculate and would not provide full relief to the aggrieved party. Therefore, both parties agree that the aggrieved party may apply to a court of competent jurisdiction in the State of California, County of San Diego, for injunctive relief, including the issuance of mandatory permanent injunction.

6.2. Further Confidentiality Measures. Customer shall take steps reasonably necessary to protect the confidentiality of the Services and to ensure that its officers, directors and employees adhere to the provisions of these Service Terms and the Subscription Agreement, including without limitation, (a) requiring all such persons to sign a confidentiality agreement upon NobelCloud's request, (b) treating the Services with the same degree of care that Customer treats its own confidential information, but in no instances with less than a reasonable degree of care.

6.3. Protection of Your Data. NobelCloud will utilize your information for billing and payment issues, to inform you of charges, events, or enhancements pertaining to the Services. NobelCloud will not provide any information to outside entities without your consent except in the following circumstances: (a) we will not utilize any leads, recordings, or information within the Services, except what is required to assist you in support or diagnostics of reported issues and; (b) no information will be divulged to outside parties except in cooperation with lawful Local, State, Federal, or Civil Proceedings.

6.4. Use of Trademarks. Except as explicitly set forth herein or in a Subscription Agreement, neither you nor NobelCloud will reproduce, reference, distribute or utilize any registered or common law trade name, trademark, or service mark of the other party, nor issue a press release or otherwise publicize the content of any Subscription Agreement or the details of the parties' relationship, without express written consent of the other party. Notwithstanding the foregoing, either party may, at its sole discretion, publish the other party's name and/or its logo or other mark on its website for the purposes of acknowledging or advertising the service provider-customer relationship between the parties.

7. Warranties and Disclaimers

7.1. Representations. Each party represents and warrants to the other that the acceptance of these Service Terms and any Subscription Agreement and the performance of such party's obligations under each have been duly authorized and that these Service Terms constitute a valid and legal agreement binding on such party.

7.2. Our Warranties. We warrant that we will use our best efforts to provide Services that are of a quality consistent with applicable industry standards.

7.3. Disclaimer.   EXCEPT AS EXPRESSLY PROVIDED HEREIN, NOBELCLOUD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, DESCRIPTION FITNESS FOR A PARTICULAR PURPOSE OR FUNCTION, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NobelCloud makes no warranty i) that the Services, or Customer's use thereof complies with any Local, State, or Federal law; ii) that the Services are compatible with any of Customer's hardware or software. Customer expressly agrees that use of the Services is at Customer's own risk. NobelCloud does not warrant that the use of the Services will be uninterrupted or that any communications will be delivered, nor does NobelCloud make any warranty as to any results that may be obtained by use of the Services. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

8. Mutual Indemnification

8.1. Indemnification by Us. We shall defend you against any claim, demand, suit or proceeding ("Claim") made or brought against you by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any patent, copyright, trade secret or other proprietary right of a third party, and shall indemnify you for any damages finally awarded against, and for reasonable attorney's fees incurred by, you in connection with any such Claim; provided, provided that you (a) promptly give us written notice of the Claim, (b) give us full authority and sole control over defense and/or settlement of the Claim, (c) provide us with all reasonable requested assistance, information and authority. In the event that the Services become, or in NobelCloud's opinion are likely to become, the subject of a claim of infringement

of a United States patent, copyright or trade secret, NobelCloud may at its option either secure Customer's right to continue using the Services, or replace or modify the Products to make it non-infringing. NobelCloud shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of the Services in any form other than the original, unmodified, uncustomized form provided to Customer or the use of the Services with hardware, software or data not supplied by NobelCloud where the Services alone in their original, unmodified, uncustomized form would not constitute an infringement. The foregoing states NobelCloud's entire liability for infringement claims or claims of infringement of patens, copyrights or other proprietary rights.

8.2. Indemnification by You. Customer shall indemnify and hold harmless NobelCloud, its stockholders, officers, directors, employees and agents from any and all loss, cost, damage, expense or liability, including, without limitation, court costs and reasonable attorneys fees, arising out of, in whole or in part, directly or indirectly, the provision of Services, including, without limitation, any claims that Customer has violated any Local, State, or Federal law, and any claims presented in through civil lawsuits, or any claims arising out of Customer's use of third party applications, products or services. Further, Customer shall indemnify and hold harmless NobelCloud, its stockholders, officers, directors, employees and agents from any and all loss, cost, damage, expense or liability, including, without limitation, court costs and reasonable attorneys fees arising out of, in whole or in part, directly or indirectly, any claim of patent, trademark, service mark or copyright infringement or misappropriation of trade secret, in any way resulting from the acts, omissions or representations of Customer, including, without limitation, Customer's modification of any hardware, software, equipment or other product or service provided by NobelCloud or the use of any of these in conjunction with any other hardware, software, equipment, product, or service. NobelCloud has the right, but not the obligation, at NobelCloud's expense, to obtain private counsel for any matter to which the Customer's indemnification responsibilities pertain.

8.3. Exclusive Remedy. This Section 8 states the indemnifying party's sole liability to, and the indemnifying party's exclusive remedy against, the other party for any type of claim described in this Section 8.

9. Limitation of Liability

9.1. Exclusion of Special Damages. IN NO EVENT WILL NOBELCLOUD LIABLE FOR ANY LOSS, EXPENSE OR DAMAGE FOR LOSS OF REVENUE, PROFITS, SAVINGS, BUSINESS OR GOODWILL, OR EXEMPLARY, PROXIMATE, SPECIAL, COVER, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES AND EXPENSES OF ANY TYPE OR NATURE, ON ACCOUNT OF ANY BREACH OR DEFAULT HEREUNDER BY NOBELCLOUD OR ON ACCOUNT OF THE USE OF THE SERVICES, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NobelCloud will not be liable to Customer or Customer's Customers for any act or omission of any other entity furnishing SERVICES OR PRODUCTS which are required by Customer to use the SERVICES OR PRODUCTS or for any damage or loss caused by the fault or negligence of Customer or by the failure of SERVICES OR PRODUCTS furnished by Customer.

9.2. Limitation of Liability. IN NO EVENT SHALL NOBELCLOUD'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE LESSER OF: (A) THE AMOUNT PAID BY CUSTOMER TO NOBELCLOUD FOR SERVICE OVER THE SIX MONTH PERIOD PRECEDING THE EVENT FROM WHICH LIABILITY ARISES OR (B) TEN THOUSAND DOLLARS ($10,000).

10. Notice, Governing Law, and Jurisdiction

10.1. Notices. Any notice required or permitted to be given by each party to the other shall be in writing and delivered by hand, email, facsimile, nationally recognized courier by overnight delivery or by certified or registered mail to the address states below (or such other address as may from time to time be designated in writing). Any such notice shall be deemed to have been given (i) if delivered by hand, upon receipt, (ii) if by mail, three (3) days after deposit in the United States mail with postage prepaid to the respective parties at the addresses set forth below, (iii) if by email, upon being successfully transmitted, and (iv) if by facsimile, upon receipt, which receipt shall be established by the delivery receipt printed from the facsimile machine used by the transmitting party to send notice

Notices to NobelCloud shall be to:

NobelCloud, Inc.
1545 Faraday Avenue, Suite 101
Carlsbad, CA 92008
Attn: Legal Department
Fax: 760-930-2592
Email: colleen.guffey@nobelbiz.com

10.2 Agreement to Governing Law and Jurisdiction. Each party agrees that these Service Terms are governed by the laws of the State of California, without regard to its conflict of law provisions. Any legal proceeding arising out of or related to these Service Terms or any Subscription Agreement must be instituted and maintained in the State of California and the County of San Diego. Customer consents to the jurisdiction of courts in the State of California. Customer waives any objections to such jurisdiction in any action arising out of these Service Terms. In any action or proceeding arising out of these Service Terms or any Subscription Agreement, the party prevailing in such action shall be entitled to recover its reasonable attorneys' fees and costs from the other party.

11. General Provisions

11.1 Force Majeure. The Parties' obligations (except for Customer's obligations to pay for Services) under these Service Terms are subject to, and neither party shall be liable for, delays, failures to perform, damages, losses, destruction or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to, fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts

or omissions of third parties, cable or fiber cuts, or any other cause beyond the party's reasonable control.

11.2. No Waiver. The waiver of any breach or violation of any term or condition hereof shall not affect the validity or enforceability of any other term or condition. Neither any delay on the part of any of the parties hereto in exercising its rights under these Service Terms, nor any failure of any of the parties to insist on strict compliance with any provision hereof, shall be deemed to be a waiver of such rights or provisions or of any other rights or provisions hereof, and the waiver by any party of a breach by any other party shall not operate or be construed as a waiver of any other or subsequent breach.

11.3. Assignment.   Neither party shall voluntarily or by operation of law assign, license, or otherwise transfer all or any part of its right or obligations in these Service Terms or any Subscription Agreement or the proceeds thereof (collectively, "Assignment"), without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, NobelCloud may assign these Service Terms and any Subscription Agreement without prior notice or approval if such assignment relates to the purchase of all or substantially all of the stock or assets of NobelCloud. Any attempt to make an Assignment in violation of this provision shall be void. Customer and NobelCloud shall each provide written notice of any material change in ownership. Either party's failure to comply with the assignment provisions, as contained in this paragraph, shall give the other party the option to either accept the other party's assignee or terminate these Service Terms and any related Subscription Agreement. No Assignment shall otherwise release either Customer or NobelCloud from its obligations. Notwithstanding the foregoing, NobelCloud reserves the right to provide services under any Subscription Agreement and these Service Terms by or through, and may freely assign its rights and obligations thereunder to, one or more of its affiliated entities.

11.4 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Subscription Agreements, constitutes the entire Agreement between the parties as to the subject matter hereof, and supersedes and merges all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter, and there have been no representations, promises or agreements made or relied upon except as expressly set forth herein. This Agreement may not be modified or amended except by an instrument in writing, executed by the parties.

11.5. Relationship of the Parties. Neither party is authorized to act as an agent for, or a legal representative of, the other party, and neither shall represent that it is the agent or legal representative of the other without the others prior written consent to do so. This Agreement does not create a franchise, partnership, joint venture, agency, fiduciary or employment relationship between the parties.

11.6. Severability; Reformation. No determination by any court, governmental body or otherwise that any provision of these Service Terms or any exhibit, addenda, or Subscription Agreement, or amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and

enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law. In the event that any of the provisions of these Service Terms should be determined to exceed the limitations permitted by applicable law, then such provisions shall be reformed to, and deemed to provide for, the maximum limitations permitted by applicable law, and shall be construed as if such reformation were actually contained herein.

11.7. Regulations. This Agreement is made expressly subject to all present and future valid rules, regulations or orders of any court or regulatory body having jurisdiction over the subject matter hereof and to the laws of the United States of America and any of its states or any foreign governmental agency having jurisdiction. In the event these Service Terms, any Subscription Agreement, or any of the provisions of either is found contrary to or in conflict with any such order, rule, regulation or law, the Service Terms or Subscription Agreement shall be deemed modified to the extent necessary to comply with any such order, rule, regulation or law in such a way to be consistent with the form, intent and purpose of the Service Terms or Subscription Agreement.

11.8. Injunctive Relief. You agree that in the event of any breach or threatened breach of these Service Terms, NobelCloud may be irreparably damaged, and money damages will be an inadequate remedy. You therefore consent to injunctive relief as well as any other relief, which might be available at law or equity, and waive any defense that money damages constitute an adequate remedy.

11.9. Non-Solicitation.   At all times during the term of any Subscription Agreement and for a period of one year thereafter, you agree not to directly or indirectly solicit existing employees or customers of NobelCloud to induce them become Customer's employees or customers or those of any other company; nor shall Customer induce any employee or customer of NobelCloud to terminate the employment or business relationship with NobelCloud.