



Terms of Service

THESE TERMS OF SERVICE ("TERMS") CONSTITUTE A CONTRACT BETWEEN YOU AND WASP BARCODE TECHNOLOGIES AND GOVERN USE OF AND ACCESS TO THE SERVICE AND SITE BY YOU, AGENTS AND END-USERS WHETHER IN CONNECTION WITH A PAID SUBSCRIPTION TO THE SERVICE OR A FREE TRIAL OF THE SERVICE.

By accessing or using the Service, You agree to be bound by these Terms. If You are entering into these Terms on behalf of a company, organization or another legal entity, You are agreeing to these Terms for that Entity and representing to Wasp that you have the authority to bind such entity and its affiliates to these Terms, and the term "Customer" will refer to such entity and its affiliates.

1. **SOFTWARE AS A SERVICE.** These Terms set forth the terms upon which Customer may access and use Wasp's proprietary software as a service for the subscription term specified on Customer's order. Wasp will provide this functionality through the Internet within a hosted server environment, its application programming interface (API), mobile software application, or other Wasp approved interface under the terms set forth herein (collectively, Service).
2. **USE OF SERVICE.**
 - a. **Customer Data.** All data uploaded by Customer and collected by the Service remains the sole property of Customer, as between Wasp and Customer (Customer Data). Customer grants Wasp the right to use and store the Customer Data solely for purposes of Wasp performing the Services under these Terms. Notwithstanding the foregoing, Wasp may disclose Customer Data as required by applicable law or by proper legal or governmental authority, in which case Wasp shall give endeavor to give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense. Customer hereby warrants to Wasp that it either owns or licenses the Customer Data it provides, has the authority, under license or otherwise, to grant Wasp such usage rights and that there are no additional approvals of any third parties required for granting such usage rights. During the term of these Terms, Customer may download the Customer Data from the Service, which in each case will only be provided in csv format and in accordance with the download functionality within the Service. The Services include daily back-up of Customer Data by Wasp. Notwithstanding any other provision of this Section 2, Wasp may use, analyze, reproduce, sell, publicize, or otherwise exploit aggregated, anonymized Customer Data ("Aggregated Data") in any way in its sole discretion (including without limitation to develop and improve Wasp's products and services and to create and distribute reports and other materials), provided that Wasp removes any personally identifiable information (including names, addresses and any other information that could potentially be used to identify a specific individual). Further, Wasp may share Aggregated Data with its vendors, service providers, subcontractors and business partners as it deems necessary or desirable including but not limited for purposes of providing the Services to Customer and other parties. For avoidance of doubt, this Section 2.a does not give Wasp the right to identify Customer as the source of any Aggregated Data without Customer's prior written permission.
 - b. **Third Party Access and Usage.** Customer may authorize its employees, agents, service providers, and other third parties to access the Services with user credentials, which access must be for the sole benefit of Customer and in compliance with these Terms. Customer is responsible for such representative's compliance with these Terms.
 - c. **Customer Responsibilities.** A high speed Internet connection is required for proper transmission of the Service. Customer is responsible for procuring and maintaining the network connections that connect its network to the Service, including, but not limited to, "browser" software that supports protocols used by Wasp, including the Transport Layer Security (TLS) protocol or other protocols accepted by Wasp, and to follow procedures for accessing Services that support such protocols. Wasp is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Customer Data, transmitted across



computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Wasp. We assume no responsibility for the reliability or performance of any connections as

Go to page 7

described in this section. Customer (i) must keep its passwords secure and confidential; (ii) is responsible for Customer Data and all activity in its account in the Service (including by any employee, agent, service provider or other third party); (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Wasp promptly of any such unauthorized access; and (iv) may use the Service only in accordance with applicable law. In addition, Customer may not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as authorized herein in furtherance of Customer's internal business purposes; (b) modify, adapt, or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks; (c) use the Service in any unlawful manner, including but not limited to violation of any person's privacy rights; (d) use the Service to send unsolicited or unauthorized bulk mail, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (e) use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights; (f) use the Service in any manner that interferes with or disrupts the integrity or performance of the Services and its components; (g) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Service; (h) use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (i) use the Service to store or transmit any "protected health information" as that term is defined in 45 C.F.R. 160.103; or (j) attempt to use, or use the Service in violation of these Terms.

- d. Wasp Customer Support. Wasp provides customer support for the Service under the terms of Wasp's Customer Support Policy (Support), which is located at <http://www.waspbarcode.com/asset-tracking/support> (<http://www.waspbarcode.com/asset-tracking/support>) and is incorporated into these Terms for all purposes.
- e. Free Trials. If Customer has registered for a trial use of the Service, Customer may access the Service for the time period specified by Wasp, which may be established or changed at any time by Wasp in its sole discretion. The last day of the trial signifies the due date of the first payment. If payment is not received by Wasp on the due date, Customer's account will be frozen, inaccessible, all Services will be turned off until payment has been processed by Wasp, and Customer's account may be deactivated and all files will no longer be retrievable.

3. WARRANTY.


- a. Warranty. Wasp warrants that (i) it will not materially decrease the overall security of the Services during a subscription term, (ii) it will not materially decrease the functionality of the Services during a subscription term, and (iii) the Services will not introduce Malicious Code into Customers systems. Malicious Code means any code, files, scripts or programs designed to do harm (e.g. viruses, Trojan horses, worms, spyware, time bombs, and the like).
- b. Performance. Statistics concerning the availability performance of the Service is reported at <http://www.waspbarcode.com/asset-tracking/uptime> (<http://www.waspbarcode.com/asset-tracking/uptime>).
- c. GENERAL DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 3.a, THE SERVICE IS PROVIDED "AS IS" AND WASP HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND WASP SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, WASP MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.
- d. THIRD PARTY SERVICE DISCLAIMER. CERTAIN SUPPORTED THIRD-PARTY WEB SERVICES OR TECHNOLOGY THAT THE SERVICE INTEGRATES WITH AND THAT ARE NOT PROPRIETARY TO WASP MAY BE MADE AVAILABLE WITHIN THE SERVICE, IF CUSTOMER HAS AN ACCOUNT AND CONTRACT WITH THE APPLICABLE THIRD PARTY (THIRD PARTY SERVICES). WASP HAS NO AND DISCLAIMS ALL LIABILITY REGARDING THIRD PARTY SERVICES OR TECHNOLOGY, AND CUSTOMER'S CONTRACT WITH THAT THIRD-PARTY SOLELY GOVERNS CUSTOMER'S ACCESS AND USAGE OF THAT THIRD PARTY SERVICE OR TECHNOLOGY.

4. PAYMENT.

- a. Customers with payment terms must pay all fees for a subscription term according to the terms and conditions specified on the order, but if not specified then no later than within 30 days of an invoice. These Terms contemplate that Customer may place more orders for the Service and all such orders are governed by the terms of these Terms. If Customer does not pay the amounts due within 10 days of the due date, Wasp may suspend or terminate the Service, or both.





-  A valid credit card may be required in order to initiate the Service upon Customer's initial order. If Customer pays by credit card, Customer's administrator will receive a receipt upon each receipt of payment, or may obtain a receipt from within the Service to track subscription status. Customer authorizes Wasp to bill Customer's credit card for Service fees in advance on a periodic basis according to the subscription period for the Service set forth on an order until Customer terminates its subscription to the Service (subject to Section 8), and Customer further agrees to pay any fees so incurred. Wasp uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain or use Customer's billing information except to process credit card information.
- c. Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes. Wasp may increase fees by providing written notice to Customer upon 30 calendar days, which may be delivered to Customer by Wasp by either sending an email to the notification email address or posting a notice to the administrator in Customer's account. Wasp will not be liable to Customer or to any third party for any modification, price change, suspension or discontinuance of the Service.

[Go to page](#)

5.

MUTUAL CONFIDENTIALITY.

- a. Definition of Confidential Information. Confidential Information means all non-public information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). Wasp's Confidential Information includes without limitation the Service (including without limitation the Service user interface design and layout).
- b. Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with these Terms and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of these Terms.
- c. Exclusions. Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information, as can be demonstrated. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to enable Discloser to seek a protective order.

6.

WASP PROPERTY.

- a. Reservation of Rights. The software, scripts, graphics, form, text, content of text, workflow processes, user interface, and designs of the Service, and any other technologies provided by Wasp as part of the Service are the property of Wasp and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Wasp or its licensors as the case may be. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. Customer has no right, license or authorization with respect to any of the Services except as expressly set forth in these Terms. Wasp reserves all rights unless expressly granted in these Terms. Wasp owns and may use during and after the Term all anonymized and aggregate data derived by or through the Service (including any information, data or other content derived from Wasp's monitoring of Customer's access to or use of the Service), or contained within the Service, for purposes of enhancing the Service, technical support and other business purposes. Notwithstanding anything to the contrary in these Terms, all Services, including all processing of Customer Data by or on behalf of Wasp shall be provided solely from within, and on computers, systems, networks and other infrastructure located in, the United States.
- b. Restrictions. Customer may not (i) sell, resell, rent or lease or otherwise exploit, reproduce, distribute the Service or use it in a service provider capacity, unless otherwise provided under an order or separate agreement; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service; or (vi) access the Service to build a competing service or product, or copy any feature, function or graphic for competitive purposes.
- c. API. Wasp may provide access to its API as part of the Service for no additional fee, at its sole discretion. Subject to other terms of this Agreement, Wasp grants Customer a non-exclusive, nontransferable, revocable license to interact with the API only for purposes of interacting with the Service as allowed by the API.



Wasp
BARCODE TECHNOLOGIES

[Search](#) [Account](#)



- i. Customer may not use the API in a manner, as reasonably determined by Wasp, that exceeds reasonable request volume or constitutes excessive or abusive usage. If any of these occur, Wasp can suspend or terminate Customer's access to the API on a temporary or permanent basis.
- ii. Wasp may change the API or remove existing endpoints or fields in API results upon at least 30 days' notice to Customer, but Wasp will use commercially reasonable efforts to support the previous version of the API for at least 6 months. Wasp may add new endpoints or fields in API results without prior notice to Customer.
- iii. The API is provided on an 'AS IS' and 'WHEN AVAILABLE' basis. Wasp has no liability to Customer as a result of any change, temporary unavailability, suspension, or termination of access to the API.

7.

LIMITATION OF LIABILITY.

- a. EXCLUSION OF INDIRECT DAMAGES. IN NO EVENT WILL WASP OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE OR ANTICIPATED COST SAVINGS; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL.
- b. LIMIT ON LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF PROVIDER AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO WASP PURSUANT TO THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- c. The Services are general in nature and contain features that are based on authorities that are subject to change. The Services are not intended, and should not be construed, as legal, accounting or tax advice or opinion provided by Wasp to Customer. The Services may not be applicable to, or suitable for, the specific circumstances or needs, and may require consideration of non-tax and other tax factors. Wasp has no obligation to inform Customer of any changes in tax laws or other factors that could affect features of the Services.

8.

TERM AND TERMINATION.

- a. Term. The initial term commences on the date of Customer's order and, unless terminated earlier pursuant any of this Agreement's express provisions, will continue in effect for the period indicated on Customer's subscription order. Upon the expiration of a term, all orders automatically renew for a renewal term equivalent in length to the then expiring term, unless terminated by either party upon at least 30 days electronic or written notice prior to the renewal date for the current . The fees for the renewal subscription term will be the standard fees for the applicable renewal term period as of the time the renewal subscription term commences. No refunds or credits for fees will be provided to Customer if Customer elects to terminate its subscription to the Service prior to the end of the current subscription term. If Customer terminates its subscription to the Service prior to the end of the current subscription term, or if Wasp terminates Customer's subscription pursuant to section 8.b., Customer must immediately pay any then unpaid fees associated with the remainder of the current term, and authorizes Wasp to charge the credit card on file with Wasp pursuant to Section 4.b. for such unpaid fees.
- b. Termination for Material Breach. If either party is in material breach of these Terms, the other party may terminate these Terms with immediate effect, (a) if the breach has not been cured within a 30 day notice/cure period or (b) if such breach is incapable of cure.
- c. Data Rights Upon Termination. Following the termination or cancellation of Customer's subscription to the Service, Wasp may, in its sole discretion, delete all Customer Data. Customer bears sole responsibility to download Customer Data prior to termination.
- d. Return or Destroy Wasp Property Upon Termination. Upon termination of these Terms for any reason, Customer must pay Wasp any amount owed to Wasp, and return or destroy all other property of Wasp. Customer will confirm its compliance with this destruction or return requirement in writing upon request by Wasp.
- e. Suspension of Service for Violations of Law. Wasp may suspend Customer's access to and use of the Service or remove applicable Customer Data, or both, if it reasonably believes that, as part of using the Service, Customer has violated a law or any provision of this Agreement. Wasp will attempt to provide prior notice

Go to page



- a. **U.S. Customers.** For Customers located in the United States, these Terms is governed by the laws of the State of Texas, without regard to conflict of law principles. Any dispute arising out of or related to these Terms may only be brought in the state and federal courts for Dallas County, Texas. Both parties consent to the personal jurisdiction of such courts and waive any claim that it is an inconvenient forum. Nothing in these Terms prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.
- b. **International Customers.** For Customers located outside the United States, these Terms is governed by the laws of the State of Texas, without regard to conflict of laws principles. Any dispute arising out of or related to these Terms must be exclusively determined by binding arbitration in Dallas County, Texas, United States, under the then current commercial or international rules of The International Centre For Dispute Resolution. The decisions of the arbitrators may be entered in any court of competent jurisdiction. Nothing in these Terms prevents either party from seeking injunctive relief in any court of competent jurisdiction. The prevailing party in any arbitration or litigation is entitled to recover its attorneys' fees and costs from the other party.

10.

INDEMNITY.

- a. **Infringement.** Subject to the terms and conditions set forth in this Section 10, Wasp will, at its own expense, defend Customer from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this Agreement, infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets and will indemnify Customer from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim. Wasp will have no liability for Claims to the extent arising from (a) use of the Service in violation of this Agreement or applicable law, (b) use of the Service after Wasp notifies Customer to discontinue use because of an infringement claim, (c) modifications to the Service not made by Wasp or made by Wasp based on Customer specifications or requirements, (d) use of the Service in combination with any non-Wasp software, application or service, (e) services offered by Customer or revenue earned by Customer for such services or (f) the Customer Data. If a Claim of infringement as set forth above is brought or threatened, Wasp will, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license that will protect Customer against such Claim without cost to Customer; (b) to modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement and refund to the Customer a pro-rata refund of the subscription fees paid for under the Agreement for the terminated portion of the Term. The rights and remedies granted Customer under this Section 10.1 state Wasp's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.
- b. **Customer's Indemnity.** Subject to the terms and conditions set forth in this Section 10, Customer will, at its own expense, defend Wasp from and against any and all Claims (i) alleging that the Customer Data or any trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or has caused harm to a third party, or (ii) arising out of Customer's breach of Section 2.c above and will indemnify Wasp from and against liability for any Losses to the extent based upon such Claims.
- c. **Indemnification Procedures and Survival.** In the event of a potential indemnity obligation under this Section 10, the indemnified party will: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section 6 are expressly conditioned upon the indemnified party's compliance with this Section 10.3 except that failure to notify the indemnifying party of such Claim will not relieve that party of its obligations under this Section 6 but such Claim will be reduced to the extent of any damages attributable to such failure. The indemnification obligations contained in this Section 10 will survive termination of this Agreement for one year.

11.

MISCELLANEOUS.

- a. **Equitable Relief When Money Damages Insufficient.** Any breach by a party of these Terms or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

b. **Entire Agreement and Changes.** No Additional Terms. These Terms, together with Customer's order for the Service and any other documents incorporated herein by reference, constitute the sole and entire agreement of the parties with



respect to the subject matter of these Terms and supersedes all prior and contemporaneous negotiations, understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. Wasp expressly rejects any and all additional or conflicting terms of any Customer form or purchasing document. Neither party is relying on any representation concerning this subject matter, oral or written, not included in these Terms. No representation, promise or inducement not included in these Terms is binding. No modification of these Terms is effective unless both parties sign it or agree to it as part of an online electronic process, and no waiver is effective unless the party waiving the right signs a waiver in writing.

Go to page ▾

- c. No Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under these Terms, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Wasp's prior written consent, which consent Wasp shall not unreasonably withhold or delay.
- d. Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- e. Enforceability and Force Majeure. If any term of these Terms is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for any failure or delay in fulfilling or performing any term of these Terms, when and to the extent such failure or delay is caused by any circumstances beyond the party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of these Terms, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate these Terms if a Force Majeure Event continues substantially uninterrupted for a period of 30 days or more.
- f. Order of Precedence. If there is an inconsistency between these Terms and an order, the order prevails.
- g. Survival of Terms and no CISG. In addition to the survival of indemnity obligations described in Section 10.c, any other terms that by their nature survive termination or expiration of these Terms, will survive. The UN Convention on Contracts for the International Sale of Goods does not apply.
- h. Export Control. The Service may be subject to U.S. export control and economic sanctions laws. Customer agrees to comply with all such laws and regulations as they relate to access to and use of the Service and such other components, and will obtain any permits, licenses and authorizations required for such compliance. Customer may not access or use the Service if Customer is located in any jurisdiction in which the provision of the Services is prohibited under U.S. or other applicable laws or regulations (a "Prohibited Jurisdiction") and may not provide access to the Services to any government, entity or individual located in any Prohibited Jurisdiction. Customer represents, warrants and covenants that (a) it is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it is not a national of, or a company registered in, any Prohibited Jurisdiction; (c) it will not permit agents, employees, or any other third-party end-user to access or use the Service in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) it will comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which Customer is located.

Wasp provides asset, inventory, and time & attendance systems that are fairly priced, easily implemented, and ready-to-use after installation. Wasp listens to the needs of small business customers because of its passion to help each of those customers succeed.







Go to page... ▾

What do we do?

[Inventory Management \(/inventory-control\)](/inventory-control)
[Asset Management \(/asset-tracking\)](/asset-tracking)
[Scanning & Mobile Computing \(/barcode-scanners\)](/barcode-scanners)
[Printing & Labeling \(/barcode-printers\)](/barcode-printers)



Talk to us

 (<https://www.linkedin.com/company/wasp-barcode-technologies>) 
(<https://plus.google.com/+Waspbarcodetechnologies/posts>)
 (<https://twitter.com/waspbarcode>) 
(<https://www.youtube.com/user/waspbarcode>)

[Wasp Support \(/support/\)](/support/)



[Get the latest news on our blog \(/buzz\)](/buzz)



[More about us. \(/about-us\)](/about-us)



[Request a Consult \(/consultation\)](/consultation)



