

# INNSIST ON DEMAND USER CONTRACT

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The PRESENT **Innsist On Demand** User Contract (“User Contract”) is held between **TCA Software Solutions** (“TCA”) and the person representing a Hotel who has formalized this User Contract with TCA (“You”). The terms and conditions of the present User Contract apply to the use of the services identified as On Demand Services (the “On Demand Services”) in the Account Statement referred in this contract as the “Account Statement” of the “Payment and Billing” section of the web site called “Support Center” localized at <http://www.innsistondemand.com/support/en> that the User may access with the account provided within the email sent it to you at the address registered by You at the user registration module of the following Innsist On Demand site:

<http://www.innsistondemand.com/support/en/idem.php?module=Tca&action=Register>. The Account Statement as well as all the services provided by TCA established in such Account Statement (including any attachment and/or work orders) (“Services”) are acknowledged as a part of the present User Contract. The present User Contract and the Account Statement will be referred collectively as the “Contract”. The Contract terms will prevail over different or additional conditions of any purchase order or Account Statement not supplied by TCA and no term included in such purchase order or Account Statement not supplied by TCA will be applicable to the On Demand Service, Services and/or On Demand Material. The Account Statement terms between You and TCA will predominate over whatever terms and conditions that were to contradict the contents of the present User Contract.

**1. TCA Licenses.** TCA provides You, during the Subscription Period (according to what is defined at the Clause 5) of the applicable Account Statement, the non-transferable, non exclusive, world to permit the people authorized by You or that they act in your name, and that are your employees, agents or contractors (“Users”), to use the On Demand Service and any material developed by TCA or Third Party Providers (the “Third Party Providers”) and delivered to you during the provision of the Services (the “On Demand Material”), only in relation to the On Demand Service and exclusively to Your business internal operations and subjected to the Contract Terms, including the online documentation of the On Demand Service. The On Demand Service consists on system administration and monitoring activities that TCA provides to certain Hotelier software as a part of the On Demand Service as identified at the Account Statement. The On Demand Service is provided by TCA from a data center to which the Users have remote access. The rights granted to You at this Contract are subject to all stipulations and restrictions next mentioned: (i) unlimited users per Hotel; (ii) You will not be able to license, sell, rent, lease, transmit, give, distribute, show, subcontract, reveal or by any means commercially exploit or offer the On Demand Service or the On Demand Materials to third parties different to an Authorized User; (iii) the Hotel shall exist and You need to have the authorization to represent it and access all On Demand Services, any information that confirms the inexistence of the Hotel, and/or that You are not authorized to represent it and get the On Demand Service, the On Demand Service will be cancelled without previous notice nor confirmation of the realizing act by TCA; (iv) You won't be able to modify, create derivative work, nor realize decompilation activities or inverse engineering over any part of the On Demand Service or the On Demand Materials or to access or use the On Demand Service and the On Demand Materials with the purpose of creating a similar product or service that could be competition; (v) except for the expressly stipulated in the present User Contract, no part of the On Demand Service or the On Demand Materials can be copied, reproduces, distributed, published, downloaded, shown, edited, or transmitted in any way or by any mean, including, enunciating but not limited to; electronic, mechanic, photocopy, recording, or any other media; (vi) You will not reveal any analysis of the On Demand Service, including but not limited to; the results of any return test to any third party without the pre-approval of TCA by writing; (vii) You will not access to the On Demand Service or the On Demand Materials to built or support, and/or assist a third party to built or support, products or services that compete with TCA; (viii) You are obligated to avoid by all reasonable means that no unauthorized third parties have access to the On Demand Services; and (ix) You recognize and accept that TCA and the Third Party Providers will be holders in complete domain of all intellectual and industrial property rights (including derivative work or improvement of them) over the On Demand Service and the On Demand Material and any suggestion, improvement request, feedback, recommendation, or any other information provided by You or any other part in relation to the On Demand Service and the On Demand Materials.

**2. Trial Programs.** The trial period will be of 60 natural days from the moment the User gets via e-mail the User Account of the Support Center web site located at <http://www.innsistondemand.com/support/en/>. You, during this period, will have the right to technical support and training services contented in the Support Center web site located at <http://www.innsistondemand.com/support/en/> that could be accessed with your User Account. Ten (10) natural days before the termination of the 60 natural day trial period, You will receive and e-mail with the payment order corresponding to the first month payment for You to pay before these 10 natural days after its emission, if the payment is not performed, actions referring to Clause 22 of the present User Contract will be carried out.

**3. Your Data.** TCA will treat any information delivered by you which resides in the On Demand Service environment (“Your Information”) as confidential according to the Clause 12. You know and accept that your information will be transmitted or stored outside the country or to a different jurisdiction to which You and your Users are on, as well as with the provision of the Customer Support Services. In addition, You recognize and accept that You are obligated to inform any third party about the use, processing, or transmission of your information and You guarantee that said third party have given their consent to the referred use, processing, and transmission according to the current applicable legislation in the matter of information protection. You will be the only responsible of the accuracy, quality, integrity, legality, reliability, suitability, and author rights of Your Information. The practices of TCA respecting the privacy and security of Your Information related to the On Demand Service are available in the document TCA Privacy Policies located at <http://www.innsistondemand.com/en/IODprivacy.pdf>. TCA could modify such document at any time to your discretion; however, with such modification, TCA will not substantially reduce the protection level given to your information through the document during the period of time You paid for the Service.

**4. Payment and Billing.** The limit date of the first monthly payment is the 60<sup>th</sup> natural day of trial of the On Demand Service; the next monthly payments generated by the On Demand Service are registered as the next month starting the day of the day of the month registered as the 60<sup>th</sup> natural day of trial. The calculation of Your monthly payments for TCA On Demand Service will be provided at the web site of the Support Center located at <http://www.innsistondemand.com/support/en/> that you may access with your User account. See the exemplification of payment dates at the Annex A at the end of the present User Contract. After the monthly payment date is due, there will be actions that will take place according to the Clause 22 of the present User Contract. If You don't make the payment after the period of time of late payment has passed, specified at Clause 22 of the present User Contract, TCA will proceed to cancel You and your Users the On Demand Service and the On Demand Materials according to Clause 21 of the present User Contract. All paying rates according to the Account Statement may not be cancelled and the payment amounts are not refundable, except for the ones specified at the User Contract in Clause 8 and 11. TCA rates do not include any tax, charge, or burden payment established by the fiscal authorities and You are responsible for the payment of such taxes, charges, or burdens, even if said taxes don't expressly figure at the Account Statement. In the Support Center located at <http://www.innsistondemand.com/support/en/> You will provide to TCA the correct fiscal information for the emission of electronic invoicing for You. The invoicing information must be submitted by the Hotel, You will be responsible to provide such information at the Support Center of Innsist On Demand, and You are committed to give to TCA correct and error free information so the electronic invoicing procedure is correctly done. TCA will send the electronic invoice to your email once the payment corresponding to the current month is made according to the electronic Account Statement. The monthly payment of the On Demand Service is related to the amount of rooms the Hotel You represent has, the payment will be automatically calculated and reflected at the electronic Account Statement at the Support Center website 5 natural days before the due date of the current monthly payment. TCA reserves the right to publish and/or modify the Account Statement at any time with the purpose of giving appropriate follow-up so you don't have any obstacles or impediments in knowing the amount of the owed rate of the On Demand Service.

**5. Validity and Termination.** The validity of the On Demand Service (“Subscription Period”) or services specified in the correspondent Account Statement in the Support Center web site will start at the date the On Demand Service is set at your disposition (initial date of the On Demand Service trial) and will continue during an unlimited period of time if and only if the User makes the payment corresponding to the monthly payment of the On Demand Service according to the Clause 4 of the of the present. The User Contract will end in case of unfulfillment of any of the parties, if TCA is the part that didn’t unfulfilled the contract, it will be its right to end the Contract according to the Clauses 1, 11, 12, and 22, and will proceed the cancelation process according to Clause 21 of the present contract. The following dispositions will still be valid after the termination of the present User Contract: Clause 5, 9, 10, 12, 15, and 23.

**6. Third Party Sites.** If you have correspondence with, get goods or services from, or participate in promotions of advertisers or sponsors different from TCA through the On Demand Service, any of the referred activities and whatever terms, conditions, guarantees, or manifestations related to such activities, will take place only for the conditions established between you and the corresponding Third Party. TCA will not have any responsibility or obligation relating the contents or use of web sites o whatever transaction made by third parties. TCA may provide such web addresses to you only for your convenience, and the inclusion of any web site does not imply the approval in behalf of TCA of the content of the web site you access through such address, without prejudice of the inclusion in the site of the brands and third party providers of TCA.

**7. Customer Support Services.** As a fundamental part of the On Demand Services, TCA will provide You the Customer Support Services according to the policies of TCA and the Customer Support Services in force at the moment of such Customer Support Services are provided. You may access the most current version of TCA Customer Support Services policies at <http://www.innsistondemand.com/en/IODsla.pdf>. TCA will preserve the right to modify the Customer Support Service policies at any time; however, through any of said modifications, TCA will not substantially reduce the On Demand Service provided to You through the period of time You had paid for such services.

**8. Declarations, Guarantees, and Exclusive Resources.** Each of the parts declares and guarantees that is completely authorized and qualified to hold the present User Contract. TCA declares and guarantees that (a) the On Demand Service will substantially work according to the online documentation in normal use conditions, and (b) the service will be provided according to the industry generally accepted standards. You must notify TCA of any deficiency in the guarantee of the On Demand Services and/or deficient services, as applied, and if TCA is not able to provide such On Demand Services and/or services deficiently provided in the guaranteed terms, You will have the right to ask for the refund of the amounts paid to TCA for the On Demand Service and/or the deficient services, which will be the only and exclusive responsibility of TCA.

**9. Guarantee Exclusion.** EXCEPT FOR THE EXPRESSED GUARANTEES INCLUDED IN THE PREVIOUS CLAUSE 8, TCA AND THE THIRD PARTY PROVIDERS DON’T MAKE A DECLARATION NOT GIVE GUARANTEE OR CONDITION, OF IMPLICIT OR EXPLICIT NATURE RESPECTING THE ON DEMAND SERVICE, THE ON DEMAND MATERIALS, AND THE SERVICES INCLUDING BUT NOT LIMITED TO, WHICHEVER MANIFESTATION, GUARANTEE, AND IMPLICIT CONDITIONS, AND COMMERCIAL CONDITIONS, ADAPTING A PARTICULAR PURPOSE, OWNERSHIP, AND NO INFRACTION AND QUALITY OF THE SERVICE. TCA AND ITS THIRD PARTY PROVIDERS DON’T MANIFEST NOR GIVE GUARANTEE RELATED TO THE RELIABILITY, AVAILABILITY, PUNCTUALITY, QUALITY, ADAPTION, ACCURACY, OR INTEGRITY OF THE ON DEMAND SERVICE, THE ON DEMAND MATERIALS, OR THE SERVICES OR RESULTS THAT YOU MAY GET WHEN USING THE ON DEMAND SERVICE, THE ON DEMAND MATERIALS, OR THE SERVICES. WITHOUT PREJUDICE OF THE GENERAL DISPOSITIONS PREVIOUSLY INDICATED, TCA AND ITS THIRD PARTY PROVIDERS WILL NOT MAKE MANIFESTATION NOT GIVE GUARANTEE THAT (A) THE FUNCTIONALITY OR USE OF THE ON DEMAND SERVICE OR THE ON DEMAND MATERIALS WILL BE PUNCTUAL, SECURE, OR WILL BE ERROR OR INTERRUPTION FREE; OR (B) THE QUALITY OF THE PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS THAT YOU ACQUIRE OR

GET THROUGH THE ON DEMAND SERVICE WILL FULFILL WITH YOUR REQUIREMENTS. YOU RECOGNIZE THAT NOR TCA NEITHER ITS THIRD PARTY PROVIDERS CONTROL THE DATA TRANSMISSION THROUGH YOUR COMMUNICATION SYSTEMS, INCLUDING THE INTERNET, AND THAT THE ON DEMAND SERVICE AND THE ON DEMAND MATERIALS MAY BE SUBJECTED TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT OF THE USE OF SUCH COMMUNICATION SYSTEMS. TCA WILL NOT BE HELD RESPONSIBLE OF ANY DELAY, FAILURE IN DELIVERY, OR OTHER DAMAGES DERIVATIVE OF SUCH PROBLEMS, EXCEPT TCA ESTABLISHES THE CONTRARY, THE ON DEMAND SERVICE AND THE ON DEMAND MATERIALS, WILL BE PROVIDED TO YOU WITHOUT ANY GUARANTEE IN THE PRESENTED CONDITION.

**10. Responsibility Limitation.** IN ANY CASE THE PARTIES OR THIRD PARTY PROVIDERS WILL BE HELD RESPONSIBLE FOR INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR EMERGING DAMAGES OR FOR ANY DAMAGE OR LOSS OF DATA, INCOME, BENEFITS, (EXCEPTING THE RATES PAID FOR THE SERVICES OF THE CONTRACT), USE, OR OTHER PREJUDICE DERIVATIVE OF THE CONTRACT OR RELATED TO THE SAME, INCLUDING BUT NOT LIMITED TO, THE USE OR THE IMPOSSIBILITY OF USE OF THE ON DEMAND SERVICE INDEPENDENT OF THE CAUSE, EITHER FROM CONTRACTUAL OR EXTRA CONTRACTUAL ORIGIN, EVEN WHEN THE PART THAT MADE THE DAMAGES OR PREJUDICE OR THE THIRD PROVIDER HAVE BEEN PREVIOUSLY WARNED OF THE POSSIBILITY OF SUCH DAMAGES PRODUCTION. UNDER NO CIRCUMSTANCE THE TOTAL RESPONSIBILITY OF TCA OR THE THIRD PARTY PROVIDER DERIVATIVE OR RELATED TO THE CONTRACT, MAY EXCEED THE TOTAL AMOUNT PAID TO TCA FOR THE ON DEMAND SERVICE, THE ON DEMAND MATERIALS, OR SERVICES IN AGREEMENT OF THE CONTRACT OF THE IMMEDIATE PREVIOUS MONTH WHEN THE COMPLAINT WAS MADE, AND SUCH RESPONSIBILITY IS A RESULT OF THE USE OF A PARTICULAR PART OF THE ON DEMAND SERVICES, THE ON DEMAND MATERIALS, OR THE SERVICES ACCORDING TO THE CONTRACT, SAID RESPONSIBILITY WILL BE LIMITED TO THE RATES PAID TO TCA FOR THE DEFICIENT SERVICES THAT GAVE ORIGIN TO THE RESPONSIBILITY. THE LIMITATION OF THE STIPULATED RESPONSIBILITY IN THE PREVIOUS SENTENCE WILL NOT APPLY IN CASE OF UNFULFILLMENT BY YOU OF THE DISPOSED IN THE CLAUSE 1 OR IN RESPECT OF THE COMPENSATION OBLIGATIONS OF ANY OF THE PARTS IN AGREEMENT OF THE ESTABLISHES IN CLAUSE 11.

**11. Compensations.** If a third party complaints, either against You or TCA ("Receptor", term to refer either to You or TCA, depending who is the part who receives the material) that any information, design, instruction, specification, software, data, or material (conjunctively "The Material") provided by either You or TCA ("Provider", term to refer either to You or TCA, depending who is the part who provides the material) and used by the Receptor, infringes their rights of intellectual property, the Provider under its own cost will defend the Receptor for the complaint and will compensate the Receptor for the damages, responsibility, costs, and determined expenses for the correspondent judicial authorities as a result of the complaint by a third party or the conciliatory agreement by the Provider as long as the Receptor:

-Notifies the Provider of the complaint immediately and by writing, in a period of time no greater than 3 natural days counted from the notification of the complaint the Receptor receives, (or sooner if the applicable law requires it);

-Gives the Provider the absolute control of the defense, and any conciliatory transaction or negotiation; and

-Gives the Provider the necessary information, authority, faculties, and assistance to defend or conciliate the complaint.

If the Provider considers or establishes that any material could have violated the intellectual property rights of a third party, the Provider will have the option of modifying the material so the infraction ceases (but the material substantially preserves its utility or functionality), or get a license that allows the parties to continue using the material. If these alternatives aren't commercially reasonable, the Provider could terminate the license and obtain the devolution of the respective material, and refund any payment the Receptor may have made for such material. If You are the Provider and the devolution of the material substantially affects TCA's ability to fulfill obligations stated in the Account Statement, then TCA, to its discretion, may end the Account Statement with previous writing notification 30 natural days of

anticipation. The Provider will not compensate the Receptor, if the Receptor alters the material or uses it out of the extent planned at the user documentation of the Provider, or if the Receptor uses an obsolete version of the material, if the infraction complaint could have been avoided using a non altered version and/or actualized version of the material the Receptor have been provided. The Provider will not compensate the Receptor If the complaint is based on any information, design, specification, instruction, infraction caused by your own actions against any third party if the materials as delivered by TCA and used by You according to the Contract terms would not violate the intellectual property rights of any third party. This section establishes the rights, actions, and resources exclusively of the parts respecting any complaint for third party rights or responsibility derivative of them.

**12. Confidential Information.** Each one of the parts will be able to access confidential information of the other part (the "Confidential Information"). The Confidential Information includes any information that at the moment of its revelation was clearly identified by writing as confidential. The Confidential Information of TCA includes all the programs that are delivered as part of the On Demand Services and On Demand Materials. The Confidential Information of You includes your information (in terms of Clause 3). The Confidential Information of any of the parts will not include information that (i) is or will be of the public domain for causes other than an act or omission of the other part; (ii) is on legitimate power of the other part before revealed and without getting it directly or indirectly by the revealing part; (iii) it is legally revealed to the other party by a third party without revealing limitations, or; (iv) is developed independently of the other party without reference to the Confidential Information of the other part. The parties agree in keeping as confidential the Confidential Information of the other party for an unlimited period of time starting from the moment of its revealing. Without prejudice of the previously established, You recognize and accepts that TCA will be able to reveal your Confidential Information to third party providers when necessary to provide the products or services by virtue of the Contract, as long as TCA has a valid confidentiality agreement with said provider that protects such Confidential Information of any revelation with a protection degree no lower than the contemplated at the Contract. In addition TCA will be able to include You on the customer lists of Innsist Express On Demand, at the marketing and publicity materials, and announce that You are a client of TCA On Demand Service, as well as reproduce your name, logo, brand, commercial name, or any other commercial designation in connection of what was exposed here. The present Clause 12 constitutes the total and complete agreement of the parties that substitutes all previous or current agreements, declarations, or negotiations of verbal or written nature, respecting the Confidential Information.

**13. Responsibility of You.** You will guarantee that any use of the On Demand Service and services used by You and your Users will be subjected to the stipulated at the Contract and You will be responsible of any unfulfillment of such terms and conditions by any user. In addition, You should get and have the authorizations required for the provision of the On Demand Services and the Services provided by TCA or third party providers. You will be responsible and will make sure that the conditions or problems related with internet connection (broad band, excess of traffic on the web, disconnection, etc) or caused by the internet.

**14. Notifications.** TCA could carry out communications sending a general notification through the On Demand Service site, through the application installed at the Users equipment, and/or through specific communications to You via e-mail to the e-mail address at your TCA Account information. You could make notifications to TCA at any moment through e-mail and/or phone call at the Technical Support number published at TCA Support Center web site. All notifications will be considered delivered 12 hours after they are sent through e-mail or the On Demand Service site.

**15. Restrictions of Use.** You agree not to use nor let anyone use the On Demand Service or the services, including their download, sent by email, web publication, publication or by any other form transmit any material for any cause that might: (a)threat or harass anyone or cause damage or prejudice to any person or good, (b)involve the publication of any material that is false, defamatory, hostile, or

obscene, (c) violate the privacy rights or promote the intolerance, racism, violence, or hate, (d) built non solicited communication or correspondence (bulk mail, junk mail, spam), (e) built an intellectual property or other property rights infraction, or (f) by any means violate the law, regulations, or legal disposition. TCA reserves the right to remove the access to any material that violates the described restrictions, or even terminate the On Demand Service and the services for any unfulfillment to the described at this Clause, without any responsibility to TCA. You agree to defend and compensate TCA against any complaint it receives for the infraction of the dispositions contained at the present Clause by your part.

**16. Verification.** You accept to provide all information and documentation solicited by TCA respecting the use and payment of the rates for the On Demand Services and the services. If the verification reveals that You have paid to TCA less than the amount owed for the utilization of the On Demand Services and the services, You are obligated to pay to TCA such quantities to the stipulated prices at the applicable Account Statement. You are responsible to implement reasonable measures to verify your fulfillment to the Contract terms.

**17. Exporting.** The export laws and regulations of the United States of America and other applicable local norms of exports derivative of the services. You accept that such control laws of export regulate your use of the On Demand Services, the Services, the On Demand Material and any other good or service derivative of the services (including technical information), and You accept to fulfill all laws and regulations (including the “deemed export” and “deemed re-export” regulations). You accept that neither the data, the information, programs, nor any other material derivative of the services (or product directly from them), will be directly or indirectly exported in violation of this laws, or will be used for any purpose prohibited by such laws, including, among others, and with no limitation to; the proliferation of nuclear weapons, either chemical or biological, or the development of missile technology.

**18. Greater Force.** None of the parties will be held responsible for the unfulfillment or delay on the fulfillment of an agreement for any of the next causes: war, hostility, or sabotage; acts of a greater force, interruption of the electric energy service, internet or telecommunication service that is not caused by the obliged party; restrictions on the government (including the prohibition or cancelation of the exporting license or any other license); any other event that is out of the reasonable control of the obliged party. Both parties will make reasonable efforts to diminish the effects of an event of a greater force. If such events continue for more than 30 natural days, any of the parties would be able to cancel the services not provided through a writing notice. This section does not exclude the obligation of the parties to take reasonable measures to follow normal recovery procedures of disasters or their obligation to pay the On Demand Serviced and/or provided services.

**19. Service Tools.** TCA could use tools, scripts, programs, and material (conjunctively referred to as “Tools”) to revise and administrate the On Demand Services as well as to aid to attend the requirements of attention to problems of You. The Tools will not collect, report, or store your information that resides at the On Demand Services, with exception of that which is necessary to resolve the requests of You or any other problem with the On Demand Services. As long as the information collected by the Tools is in force, the information may be use to contribute to the administration of TCA products and service portfolio, as well as to the administration of the licenses.

**20. Statistic Information.** TCA will be able to collect statistics and information related to the performance of the On Demand Services or the services, and will be able to put it to public disposition, previously assuring that such information does not contain Your Information (according to Clause 3) and/or your Confidential Information. TCA will maintain at all times the intellectual property rights over such information.

**21. Cancellation of the On Demand Service.** The cancellation process consists of the sending of an email to You with the indications so You can get your Information hosted at our data centers. In the email, and among the indications, there will be an internet address for you to access with your User Account (same account You use to access the Support Center of the On Demand Service) and can get back up of your data base. You will have 10 natural days to proceed with the recovery of your information. When those 10 natural days for your information recovery are over, TCA will completely eliminate from the data center all the information related to the Hotel You stored during the On Demand Service. TCA will only keep the contact information of You that was obtained during your registration period at the Innsist On Demand site, with the purpose of offering You in the future, our On Demand Services or other services related to the Hotelier market segment.

**22. Delayed Payments.** If the payment is not made according to the indicated dates at the electronic Account Statement at the Support Center located at <http://www.innsistondemand.com/support/en/> that you may access with your User Account, TCA will give You an extra 10 natural days after the monthly payment is due, for You to make the corresponding payment. After the 10 natural days to make the delayed payment have passed, TCA will understand that You don't want the On Demand Service and will precede with the pertinent actions to cancel You and the Users the access to the On Demand Service and the On Demand Materials according to the Clause 21 of the present User Contract.

**23. General Dispositions.** The contract will be ruled and interpreted with the arrangement of the applicable laws of the United States of America. Also, the parts are irrevocably submitted to the jurisdiction of the competent Courts of Austin Texas. For any conflict, action, complaint, controversy, or dispute that refers to the Contract.

The present User Contract and the information that is incorporated to this User Contract by reference (including the reference to the information found at the web pages and the reference to policies), constitute the total and complete agreement of the parts relating the On Demand Service, the Services, and the On Demand Materials, and substitute any and all previous or contemporary communication, either additional or to the contrary. The terms and conditions of the Contract may be modified only through a written agreement among the parts. If any disposition of the Contract were declared invalid or inapplicable by a competent Court, such disposition will be interpreted in a way that reflects the intention of the invalid or inapplicable disposition, and the rest of the dispositions will remain in force at all their terms. It is not considered that a relationship either of association, employment, or agency, exists among TCA and You as a consequence of the Contract or use of the On Demand Service. You will not be able to yield the Contract without previous writing consent of TCA. Whichever not allowed yielding, according to the stipulated at the present Clause, will be considered null. TCA reserves the right to provide partially or totally the On Demand Service, On Demand Material, or any other service from whatever place, and/or through third party providers globally. The no-demanding for whichever party of the fulfillment of any right or disposition of the Contract will not constitute a resignation to such right or disposition, except there is an expressed resignation and by writing. Excepting the actions derivative of the non-payment or violation of the intellectual property of TCA, no other action related to the Contract could be initiated by any of the parties after the following two years when the action is originated. TCA reserves any right not granted or expressly established at the Contract. Once you electronically accept this Contract, TCA and You declare themselves to count with the sufficient authority to make valid the obligations derivative of the present Contract.

**ANNEX A**  
**PAYMENT CALENDAR**

Example of a payment calendar for the On Demand Service if You registered at Innsist On Demand on January 10<sup>th</sup>, 2009:

Beginning of the On Demand Service 60 natural days for free	January 10 <sup>th</sup> , 2009
1 <sup>st</sup> monthly payment (the 60 natural days have passed)	March 11 <sup>th</sup> , 2009
2 <sup>nd</sup> monthly payment	April 11 <sup>th</sup> , 2009
3 <sup>rd</sup> monthly payment	May 11 <sup>th</sup> , 2009
4 <sup>th</sup> monthly payment	June 11 <sup>th</sup> , 2009
5 <sup>th</sup> monthly payment	July 11 <sup>th</sup> , 2009
6 <sup>th</sup> monthly payment	August 11 <sup>th</sup> , 2009
7 <sup>th</sup> monthly payment	September 11 <sup>th</sup> , 2009
8 <sup>th</sup> monthly payment	October 11 <sup>th</sup> , 2009
9 <sup>th</sup> monthly payment	November 11 <sup>th</sup> , 2009
10 <sup>th</sup> monthly payment	December 11 <sup>th</sup> , 2009
11 <sup>th</sup> monthly payment	January 11 <sup>th</sup> , 2009
12 <sup>th</sup> monthly payment	February 11 <sup>th</sup> , 2009
...Unlimited monthly payments	.
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