

**athenaOne for Hospitals and Health Systems**  
**Partner Service Offering – Pass Through Terms**

---

**Section 1. General Terms**

a) Capitalized terms used but not defined herein shall have the meaning ascribed to such term in the services agreement between Client and Athena.

b) Client acknowledges and agrees that (i) its access and use of certain third party services, content, products and platforms described or noted below (each a "**Partner Service Offering**") are subject to the respective terms and conditions set forth below (each "**Pass-Through Terms**"), (ii) Athena makes no representation or warranties regarding the Partner Service Offerings and disclaims all warranties and conditions related to the Partner Service Offerings, including implied warranties and conditions of merchantability, (iii) the platform pursuant to which Client may access each Partner Service Offering is solely controlled by third parties unaffiliated to Athena, and (iv) any references to "this Agreement", "herein" or other similar references in the Client's services agreement with Athena, as amended (including any attachments or exhibits thereto) shall not include these Pass-Through Terms.

c) Client acknowledges and agrees that Partner Service Offerings and materials or functionality related thereto (i) do not constitute athenaOne Functionality, Materials, athenaOne Content, athenaOne Services, or, if defined in your services agreement with Athena, Programs, RI Technologies, Upgrades, Systems, Servers, Services, Enhancements or Maintenance Modifications, and (ii) do not involve the use or access of athenaOne or athenaOne Content.

**Section 2. Intacct**

a) The Intacct Terms of Service ("**Intacct TOS**") attached hereto as Schedule 1 shall solely govern and control your access and use of the general ledger services, including, without limitation, any other services provided through Intacct Corporation's platform. Intacct Corporation is a third-party beneficiary under your services agreement with Athena for the purposes of enforcing any rights, restrictions or obligations under the Intacct TOS.



Schedule 1  
Intacct Terms of Service

These Terms of Service ("**Terms**"), together with any Order and any other documents or terms expressly incorporated by reference herein, are a legal agreement between you and Intacct Corporation ("**Intacct**"), a Delaware corporation, that govern all access to and use of Intacct's Services. "**Services**" means the services and other items Intacct provides through the website at [intacct.com](http://intacct.com) (the "**Site**"), including (1) the services, software, reports and documentation made available via login; (2) Intacct's application programming interface (the "**API**") and software development kit ("**SDK**"); (3) the Intacct Marketplace (available at [intacct.com/marketplace](http://intacct.com/marketplace)) (the "**Marketplace**"); and (4) any software or services provided by third parties through the Marketplace or from within the Services ("**Add-ons**").

This agreement may be accepted by (1) you clicking a box indicating acceptance when it is presented to you; (2) you and Intacct fully executing a separate document that incorporates these Terms; (3) you and athenahealth, Inc. (a "**Partner**") fully executing a services agreement that references these Terms; or (4) you accessing or using any part of the Services (collectively, an "**Order**"). If you are accepting on behalf of another person or entity, then you represent and warrant that you have the authority to bind that person or entity, you have read and understood this agreement, and you agree on behalf of that person or entity to this agreement (and, other than these representations, "you" refers to that person or entity).

## 1. Your Account

1.1. Initiating Services. You will be provided initial access to the Services by Intacct or a Partner and will have the option of creating additional login accounts. You will create your own password, which you must use in order to access and use the Services. You agree that any information you provide in creating your login account is complete and accurate, and you agree to keep it up to date. For example, Intacct provides some notices by email to your login account, and you agree to keep that email current and valid as a method for providing notices under these Terms.

1.2. Administering Your Account. Each individual permitted to access the Services through a login account is referred to in these Terms as a "**User**." Each User who accesses the Services through your login account must have a paid subscription and must be your employee, consultant, contractor or agent. User subscriptions are for named Users only and cannot be shared or used by more than one User, but may be transferred to new Users from Users who no longer require ongoing use of the Services. You are responsible for maintaining the confidentiality of passwords and internal management or administration of the Services for your Users. You agree that Intacct has no liability with regard to the use of such passwords by third parties unless such unauthorized use was the fault of Intacct. You agree to notify Intacct immediately if you have any reason to believe that the security of your account has been compromised.

## 2. Data Privacy and Confidentiality

2.1. Privacy Policy. Intacct will comply with the privacy policy available at [http://us.intacct.com/company\\_privacy.html](http://us.intacct.com/company_privacy.html) ("**Privacy Policy**") in handling and using your User Data and in accordance with other agreements between Intacct and third parties, including, without limitation, Partner, and will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your User Data that are consistent with industry standards for similar services. You too shall comply with the Privacy Policy and shall not disclose to third parties or use Intacct Data except as expressly permitted under these Terms. "**User Data**" means the information submitted by Users into the Services, including information derived from such submissions, account information, credit card information, bank account information, accounting information, transactions and reports. "**Intacct Data**" means the information on the Order, data about the configuration and use of the Services, and information provided to you only via login at the Site other than as derived from User Data.

2.2. Confidentiality. "**Confidential Information**" means any and all information disclosed by either party (the "**Discloser**") to the other (the "**Recipient**"), which is marked "confidential" or "proprietary" or which should reasonably be understood by the Recipient to be confidential or proprietary, including, but not limited to, User Data, the terms and conditions of this agreement, and any information that relates to business plans, services, marketing or finances, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, and algorithms of the Discloser. The Recipient hereby agrees that it will not use or disclose any Confidential Information received from the Discloser other than as expressly permitted under the terms of the agreement or as expressly authorized in writing by the Discloser. The Recipient will use the same degree of care to protect the Discloser's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. The Recipient will not disclose the Discloser's Confidential Information to any person or entity other than its officers, principals, employees and subcontractors who need access to such Confidential Information in order to effect the intent of the agreement and who are bound by confidentiality terms no less restrictive than those in the agreement. The restrictions set forth in this paragraph will not apply to any Confidential Information that the Recipient can demonstrate (a) was known to it prior to its disclosure by the Discloser; (b) is or becomes publicly known through no wrongful act of the Recipient; (c) has been rightfully received from a third party authorized to make such disclosure without restriction; (d) is independently developed by the Recipient; (e) has been approved for release by the

Discloser's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice thereof, to the extent practicable, to enable the Discloser to seek a protective order or otherwise prevent such disclosure.

2.3. Anonymous Data. Intacct may collect Anonymous Data with respect to the use of the Services, such as performance metrics and usage trends. "**Anonymous Data**" means data aggregated from use of the Services that does not identify or otherwise permit the identification of you or any Users and does not include Protected Health Information, as defined in 45 C.F.R. § 160. Intacct may use and disclose Anonymous Data for promotion, statistical analysis, market analysis, financial analysis, benchmarking and other purposes.

### 3. Accessing and Using the Site and Services

3.1. License Grant. Subject to all of the terms and conditions of this agreement, including your payment of any required fees, Intacct grants you a nonexclusive, nontransferable, nonsublicensable, limited, license to use the Services during the term and for the scope of use specified in your Order. You and your authorized Users may use the Services solely for your internal business purposes or as otherwise specified in the Order.

3.2. Restrictions and Assurances. You will not, and will not enable or knowingly allow any third party to modify, copy, or otherwise reproduce the Services in whole or in part; reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the software used in the Services; attempt to gain unauthorized access to the Services, or perform any penetration testing or security scans of the Services; or, use the Services as a competitor or use the Services for competitive analysis. You will not provide, lease or lend the Services to any third party except as expressly authorized in this agreement or a Partner agreement; remove any proprietary notices or labels displayed on the Services; modify or create a derivative work of any part of the Services; or use the Services for any unlawful purpose. You will (1) ensure that your Users comply with this agreement; (2) use commercially reasonable efforts to prevent unauthorized access to or use of the Services; and (3) use the Services only in accordance with the Documentation and applicable laws and government regulations (including without limitation HIPAA, and export control laws and regulations).

### 4. Our Provision of the Services

4.1. Availability. Intacct aims to provide availability of 99.8% or greater. Intacct continually monitors the status of the Services and reports on historical availability at [www.intacct.com/status](http://www.intacct.com/status). Regularly scheduled maintenance windows will be published at [www.intacct.com/status](http://www.intacct.com/status) as well as within the Services.

4.2. Emergency Suspension of Access. In the event that your use of the Services disrupts, or threatens to disrupt, use by other Users, Intacct reserves the right to modify or temporarily restrict or suspend your use of the Services without liability.

4.3. Documentation. The main functions of the Services are described in the instructions and manuals made available via login at the Site or otherwise provided by Intacct (our "**Documentation**").

4.4. Technical Support. Should you require technical

support, your initial support will be provided by whom you purchased access to the Services from, either Intacct or a Partner. Should a Partner require assistance, Intacct will provide it to them. Response times to technical support requests vary by the nature and severity of the issue. Technical support may, in Intacct's discretion, include on-line help, FAQ's, training guides and templates and the use of email, chat or live help.

4.5. Other Services from Intacct. Intacct may also provide other services, such as consulting, training, or development services. Any such services or requirements not expressly stated in this agreement are outside the scope of this agreement and only will be provided by Intacct subject to the terms of a separate written agreement executed by the parties.

### 5. SDK and API License

5.1. License. The terms in this section titled "**SDK and API License**" govern any use of the SDK or API, whether by a User, a party contracted by a User, or by a third-party developer of software or service that uses the SDK or accesses the API. Subject to your compliance with all of the terms and conditions of this agreement, Intacct grants you limited, revocable, non-exclusive, royalty-free, non-transferable, non-sublicensable licenses, during the term of this agreement, to: (1) use the SDK only to develop and test software for use with the Services ("**Your Software**"); and (2) to access the API to process, analyze or display User data.

5.2. Restrictions. The restrictions of this paragraph apply to your use of the SDK and API. You agree to protect the privacy and legal rights of Users, including without limitation by abiding by the Privacy Policy located at [http://us.intacct.com/company\\_privacy.html](http://us.intacct.com/company_privacy.html). You further represent and warrant that your use of the SDK and API and Your Software: (1) will comply with all applicable laws (including export laws) and regulations; (2) will not knowingly contain any virus, malware, or spyware; (3) will not violate the terms of this agreement or the Marketplace Policies, as may be applicable upon signing up for such services; (4) will not adversely impact the speed, security or integrity of the Services; (5) will not access or use User Data without the prior agreement of the User to the scope and nature of that access or use; (6) will not circumvent or render ineffective Intacct's technological and other measures to protect and control the Site and User Data; (7) will not use any FOSS in a way that would cause the non-FOSS portions of the Services subject to any FOSS licensing terms or obligations. "**FOSS**" (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying modification or redistribution, require such software or derivative works thereof to be disclosed and/or distributed in source code form, to be licensed for purposes of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL.

5.3. Security. Intacct may monitor use of the API and Your Software (on the Site) for any reason, including quality assurance, improvement of the Services, and verification of compliance with this agreement. While Intacct periodically conducts security reviews of items on the Site, it is important that you understand the security and architectural implications of installing applications with access to data. Intacct is not responsible for any use or misuse of your User Data obtained through the API. If you are a User, you should

consider carefully whether you wish to give a third-party developer access to your User Data through the API. If you wish to revoke access to your User Data through the API, please contact Intacct or your Partner for assistance.

## 6. Marketplace

6.1. Third-Party Providers. "**Third-Party Providers**" are third parties (other than Intacct) that offer products or services related to the Services. For example, Third Party Providers might (1) offer complementary products for integrated use with the Services (such as sales tax, forms and implementation tools); (2) provide integrations with other products and services; (3) provide assistance with evaluating, deploying, customizing, integrating, acquiring and/or supporting the Services (such as resellers, implementers and integrators); (4) provide collaborative and outsourced accounting services (such as business process outsourcers and accountants). Intacct makes no representation, warranty or promise regarding Third-Party Providers or the products or services they may offer, whether or not such products or services are presented within the Services, in the Marketplace or on the Site. Intacct includes such items and information only as a convenience and without implying any endorsement of the Third-Party Provider. You should review applicable terms and policies, including privacy and data gathering practices, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any Third-Party Provider.

6.2. Add-ons. If you wish to acquire and use Add-ons from Third Party Providers, please visit the Intacct Marketplace. Any purchase from a Third Party Provider is subject to the terms and conditions established by the Third-Party Provider and presented in connection with that purchase (typically this is an "End-User License Agreement," so it is referred to in this agreement as a "**EULA**"). You agree that you are purchasing the Add-on from the Third-Party Provider, with Intacct acting as an agent for the Third-Party Provider in providing the Add-on to you, and that the Third-Party Provider, and not Intacct, is solely responsible for the Add-on and any promises in the EULA. You also agree that Intacct is a third-party beneficiary of the EULA and that, upon your acceptance of its terms, Intacct will have the right to enforce the EULA against you. If you agree to provide an Add-on or Third-Party Provider with access to your User Data, Intacct will permit that access to the extent you have agreed. Intacct shall not be responsible for any disclosure, modification or deletion of User Data resulting from any such use of Add-ons or access by Third-Party Providers.

## 7. Intellectual Property Rights

Except as expressly stated, this agreement does not grant either party any rights, implied or otherwise, to the other's intellectual property. You own all IP Rights in your User Data and, as between us, Intacct owns all IP Rights in the Site, Services, Intacct's trademarks and Intacct Data. Subject to Intacct's IP Rights in the preceding sentence, as between us, you own all IP Rights in anything you develop using the API or SDK, including Your Software. "**IP Rights**" means all current and future worldwide intellectual property rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights. Intacct welcomes your suggestions and feedback on how to improve the Services. If you provide any suggestions, feedback, or improvements to the Site, and Services, Intacct will have the right to use and have others use such suggestions, feedback,

and improvements for any purpose. Each party hereby make any assignments necessary to accomplish the ownership provisions in this paragraph and will provide reasonable assistance to the other for such purposes. The Site, Services, and Intacct Data are commercial items. If they are being used by or on behalf of the U.S. Government, then the U.S. Government's rights in them will be only those specified in this agreement, consistent with FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable.

## 8. Term and Termination

8.1. Term. This agreement will terminate when (1) all of your User subscriptions under any Order have expired or been terminated pursuant to your agreement with Partner, or (2) your agreement with Partner expires or terminates. If you materially breach this agreement, Intacct may, without limitation of its other rights and remedies, temporarily suspend or terminate your access to the Services or withhold further performance of obligations under this agreement.

8.2. Effect of Termination. Upon termination or expiration of this agreement pursuant to Section 8.1 or an Order for any reason all applicable licenses and other rights granted to you will immediately terminate. Termination will not relieve you of the obligation to pay any fees due or payable to Partner or Intacct prior to the effective date of termination, including annual fees, implementation fees, training fees, User subscription fees, or any other fees or payments that you has committed to under the agreement. Sections 3, 4, 8.2, 8.3, 9.4, 10, 11 and 12 will survive any termination or expiration of this agreement.

8.3. Access to your Data after Termination. Intacct will make your User Data available to you (either from Intacct or through your Partner) for up to 90 days after termination of the Services. After that 90 day period, you will lose access to any data and Intacct will have no obligation to maintain any, and will have the right to delete, all data related to the expired or terminated agreement or Order and Intacct will have no further obligation to make such data available to you. Except for any copies retained pursuant to law, your data will be deleted according to Intacct's data retention policies and procedures. Should you desire longer term storage of your data, archival services are available.

## 9. Warranties

9.1. Limited Warranty. Intacct will deliver the Services in material conformity with the then-current Documentation. As your exclusive remedy, and Intacct's entire liability, for any service interruption or nonconformity of the Services with the User Guide, Intacct will make commercially reasonable efforts to correct any such nonconformity.

9.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, INTACCT DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, THIRD-PARTY SERVICES, OR MATERIALS PROVIDED BY INTACCT, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW, REPRESENTATION STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. YOU ACKNOWLEDGE AND AGREE THAT NEITHER INTACCT NOR ANY SERVICES, THIRD-PARTY SERVICES, OR MATERIALS PROVIDED BY INTACCT WILL BE CONSTRUED AS INTACCT PROVIDING ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY. EACH PARTY WILL BE SOLELY AND

INDIVIDUALLY RESPONSIBLE TO COMPLY WITH ALL LAWS AND REGULATIONS RELATING TO ITS RESPECTIVE BUSINESS OPERATIONS.

## 10. Mutual Indemnification

10.1. Our Indemnity. Intacct will defend, indemnify and hold you harmless against any liabilities, expenses, or damages arising from or relating to a third party claim alleging that your use of the unaltered Services infringes or misappropriates any U.S. patent, copyright, or trade secret of a third party. The foregoing indemnity does not extend to claims arising from or relating to Third-Party Services or claims covered by your indemnification obligations under this agreement. In the event of a claim or threatened claim, Intacct may, at its sole option, (A) revise the Services so that they are no longer infringing, (B) obtain the right for you to continue using the Services, or (C) terminate this agreement and any applicable Services Order upon 30 days' notice and refund any unused fees you have prepaid to Intacct.

10.2. Your Indemnity. You will defend, indemnify and hold Intacct harmless against any liabilities, expenses, or damages arising from or relating to a third party claim alleging that your User Data, Your Software, modifications to the Services made by or on your behalf, or your use of the Services in breach of this agreement infringes or misappropriates any U.S. patent, copyright, or trade secret or violates applicable law.

10.3. Procedures. The party entitled to be indemnified (the "**Indemnified Party**") will give prompt written notice to the other party (the "**Indemnifying Party**") of any claim for which indemnification may be required under this agreement. The Indemnifying Party will be entitled to assume the defense and control of any such claim at its own cost and expense and the Indemnified Party will have the right to be represented by its own counsel at its own cost in such matters. Neither the Indemnifying Party nor the Indemnified Party will settle or dispose of any such matter in any manner that would adversely affect the rights or interests of the other party (including the obligation to indemnify hereunder) without the prior written consent of the other party, which will not be unreasonably withheld or delayed. Each party will reasonably cooperate with the other party and its counsel in the course of the defense of any such suit, claim or demand, such cooperation to include without limitation using reasonable efforts to provide or make available documents, information and witnesses.

10.4. THIS SECTION TITLED "*MUTUAL INDEMNIFICATION*" REPRESENTS THE SOLE AND EXCLUSIVE LIABILITY OF THE INDEMNIFYING PARTY AND THE EXCLUSIVE REMEDY OF THE INDEMNIFIED PARTY FOR ANY TYPE OF CLAIM DESCRIBED IN THIS SECTION.

## 11. Limitation of Liability

EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE SECTION OF THIS AGREEMENT TITLED "*MUTUAL INDEMNIFICATION*", IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT IN CONNECTION WITH A MISAPPROPRIATION OF INTELLECTUAL PROPERTY, OR OBLIGATIONS UNDER THE SECTION OF THIS AGREEMENT TITLED "*MUTUAL INDEMNIFICATION*", THE AGGREGATE LIABILITY OF ONE PARTY TO THE OTHER FOR DAMAGES UNDER THIS

AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION (AND WHETHER IN CONTRACT OR IN TORT) WILL BE LIMITED TO \$25,000.

## 12. Miscellaneous

12.1. Counterparts; Fax Signatures. The agreement may be accepted as set forth in the preamble above. Any amendment or Order may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which together constitute one and the same agreement. The parties agree that facsimile or electronic signatures are valid signatures for enforcement of this agreement.

12.2. Governing Law Arbitration; Venue. The validity, construction and interpretation of the agreement will be governed by the internal laws of the State of California, excluding its conflict of laws provisions. Except for the right of either party to apply to a court for a temporary restraining order, a preliminary injunction, or other equitable relief, any controversy, claim or action arising out of or relating to this agreement, including the determination of the scope or applicability of this agreement to arbitrate, will be settled by binding arbitration in Santa Clara County, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. The parties consent to the jurisdiction and venue of the federal and state courts located in Santa Clara County, California for any action permitted under this paragraph, challenge to this paragraph, or judgment upon the award entered.

12.3. Assignment. This agreement may not be assigned by either party by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld. Such consent is not required in connection with the assignment of this agreement pursuant to a merger, acquisition or sale of all or substantially all of the assigning party's assets.

12.4. Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

12.5. Independent Contractors. The parties are and will remain independent contractors. Neither party has any authority to act on behalf of the other party or to bind it, and in no event will the parties be construed to be partners, employer-employee, or agents of each other.

12.6. Interpretation. Headings in this agreement are for reference purposes only and will not affect the interpretation or meaning of this agreement. If any provision of this agreement is held by an arbitrator or a court of competent jurisdiction to be contrary to law, then the remaining provisions of this agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under this agreement will be construed as a waiver of such right or power. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the party waiving its rights.

12.7. Notices. Except as otherwise specified in this agreement, all notices under this agreement will be in writing and will be delivered or sent by (1) first class U.S. mail, registered or certified, return receipt requested, postage pre-paid; or (2) U.S. express mail, or national express courier with a tracking system, to the address specified in the applicable Order. Notices will be deemed given on the day actually received by the party to whom the notice is addressed.

12.8. Entire Agreement; Order of Precedence. These Terms are part of an agreement with Intacct that may include an Order. If an Order directly agreed in writing by Intacct conflicts with these Terms, the terms that Order will prevail, but only with respect to the subject matter of the conflicting Order. Subject to the foregoing, this agreement constitutes the entire agreement between Intacct and you with respect to the subject matter hereof; it supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter; and the parties acknowledge that they have not relied on any representations outside of this agreement in deciding to enter into this agreement.

12.9. Amendments. Except as expressly provided herein, no modification of the agreement will be effective unless contained in writing and signed by an authorized representative of each party. No term or condition contained in your purchase order or similar document will apply unless specifically agreed to by Intacct in writing, even if Intacct has accepted the order set forth in such purchase order, and all such terms or conditions are otherwise hereby expressly rejected by Intacct.

12.10. Export Controls. By using the Services, you agree to comply with all export and re-export restrictions and regulations of the Department of Commerce and any other United States or foreign agencies and authorities in connection with your use of the Services. In particular, but without limitation, the Services may not, in violation of any Laws, be exported or re-exported (1) into any U.S. embargoed country or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.