MERUS, INC. TERMS OF SERVICE:

Welcome to MerusCase! These terms of service govern your access to and use of Merus, Inc’s website, MerusCase online service, including offline components (collectively, the “Service”). Please read these terms carefully. By using our Services, you are agreeing to these terms. As part of the Service, Merus, Inc. will provide you with use of the Service, including a browser interface and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the Merus, Inc. website incorporated by reference herein, including but not limited to Merus Inc’s privacy and security policies.

1. Privacy & Security; Disclosure

Merus, Inc’s privacy and security policies may be viewed here. Merus, Inc. reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, Merus, Inc. occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service. If you become a paying customer of the Service, you agree that Merus, Inc. can disclose the fact that you are a paying customer and the edition of the Service that you are using.

2. License Grant & Restrictions

Merus, Inc. hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Merus, Inc. and its licensors. You may not access the Service if you are a direct competitor of Merus, Inc., except with Merus, Inc’s prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet “links” to the Service or “frame” or “mirror” any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

3. Service.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

4. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Merus, Inc. immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Merus, Inc. immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another Merus, Inc. user or provide false identity information to gain access to or use the Service.

5. Account Information and Data

Merus, Inc. does not own any data, information or material that you submit to the Service in the course of using the Service (“Customer Data”). You, not Merus, Inc., shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Merus, Inc. shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), Merus, Inc. will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. Merus, Inc. reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Merus, Inc. shall have no obligation to maintain or forward any Customer Data.

6. Intellectual Property Ownership

Merus, Inc. alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Merus, Inc. Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Merus, Inc. Technology or the Intellectual Property Rights owned by Merus, Inc. The Merus, Inc. name, the Merus, Inc. logo, and the product names associated with the Service are trademarks of Merus, Inc. or third parties, and no right or license is granted to use them.

7. Third Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Merus, Inc. and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. Merus, Inc. does not endorse any sites on the Internet that are linked through the Service. Merus, Inc. provides these links to you only as a matter of convenience, and in no event shall Merus, Inc. or its licensors be responsible for any content, products, or other materials on or available from such sites. Merus, Inc. provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

8. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total User licenses requested times the User license fee currently in effect, and must be paid prior to the Service start date. Payments must be made annually in advance unless otherwise mutually agreed upon in an Order Form or through the Online Order Center. Organizations paying for User licenses on a montly basis agree to pay upfront for two months of Service to cover the initial month of access plus the final month. Merus, Inc. invoices are due upon receipt. All payment obligations are noncancelable and all amounts paid are nonrefundable. You are responsible for paying for all User licenses ordered for the entire License Term, whether or not such User licenses are actively used. You must provide Merus, Inc. with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized License Administrator may add licenses by executing an additional written Order Form or using the Online Order Center. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charged in full for that billing month. Merus, Inc. reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

9. Data Storage

The maximum disk storage space provided to you at no additional charge is as specified at Data Storage and Archival Guidelines, the online user guide accessible via the Service. If the amount of disk storage required exceeds these limits, you will be charged the then-current storage fees. Merus, Inc. will use reasonable efforts to notify you when the average storage used per license reaches approximately 90% of the maximum; however, any failure by Merus, Inc. to so notify you shall not affect your responsibility for such additional storage charges. Merus, Inc. reserves the right to establish or modify its general practices and limits relating to storage of files and Customer Data.

10. Billing and Renewal

Merus, Inc. charges and collects in advance for use of the Service. Merus, Inc. will automatically renew and bill you by an agreed upon method or issue an invoice to you each year on the subsequent anniversary or as otherwise mutually agreed upon. The renewal charge will be equal to the then-current number of total User licenses times the license fee in effect during the prior term, unless Merus, Inc. has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. Merus, Inc’s fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Merus, Inc’s income.

You agree to provide Merus, Inc. with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Merus, Inc. reserves the right to terminate your access to the Service in addition to any other legal remedies. Unless Merus, Inc. in its discretion determines otherwise: (i) entities with headquarters and a majority of users resident in the United States will be billed in U.S. dollars and subject to U.S. payment terms and pricing schemes (“U.S. Customers”); and (ii) all other entities will be billed in U.S. dollars, Euros or local currency and be subject to either U.S. or non-U.S. payment terms and pricing schemes at the discretion of Merus, Inc. (“Non-U.S. Customers”).

If you believe your bill is incorrect, you must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

11. Non-Payment and Suspension

In addition to any other rights granted to Merus, Inc. herein, Merus, Inc. reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 2.4% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for User licenses during any period of suspension. If you or Merus, Inc. initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that Merus, Inc. may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. Merus, Inc. reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that Merus, Inc. has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

12. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. The Initial Term will be as you elect during the online subscription process or as otherwise mutually agreed upon in an Order Form. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at Merus, Inc’s then current fees. Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), Merus, Inc. will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that Merus, Inc. has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

13. Termination for Cause

Any breach of your payment obligations or unauthorized use of the Merus, Inc. Technology or Service will be deemed a material breach of this Agreement. Merus, Inc., in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, Merus, Inc. may terminate a free account at any time in its sole discretion. You agree and acknowledge that Merus, Inc. has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

14. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Merus, Inc. represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Merus, Inc. help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

15. Mutual Indemnification

You shall indemnify and hold Merus, Inc., its licensors and each such party’s parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that Merus, Inc. (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Merus, Inc. of all liability and such settlement does not affect Merus, Inc’s business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

Merus, Inc. shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Merus, Inc. of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Merus, Inc.; provided that you (a) promptly give written notice of the claim to Merus, Inc.; (b) give Merus, Inc. sole control of the defense and settlement of the claim (provided that Merus, Inc. may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Merus, Inc. all available information and assistance; and (d) have not compromised or settled such claim. Merus, Inc. shall have no indemnification obligation, and you shall indemnify Merus, Inc. pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

16. Disclaimer of Warranties

MERUS, INC. AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. MERUS, INC. AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN “AS IS” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY MERUS, INC. AND ITS LICENSORS.

17. Internet Delays

MERUS, INC’S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. MERUS, INC. IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

18. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

20. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. The user of this site (“User”) acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, “Embargoed Countries”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “Designated Nationals”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000 Merus, Inc. and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, Switzerland and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States, Swiss or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

21. Notice

Merus, Inc. may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Merus, Inc’s account information, or by written communication sent by first class mail or pre-paid post to your address on record in Merus, Inc’s account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Merus, Inc. (such notice shall be deemed given when received by Merus, Inc.) at any time by the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Merus, Inc. at the following addresses (whichever is appropriate): Merus, Inc., 1736 Franklin Street, Suite 350, Oakland, CA 94612, addressed to the attention of: Chief Financial Officer.

22. Modification to Terms

Merus, Inc. reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

23. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Merus, Inc. but may be assigned without your consent by Merus, Inc. to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of Merus, Inc. directly or indirectly owning or controlling 50% or more of you shall entitle Merus, Inc. to terminate this Agreement for cause immediately upon written notice.

24. General

With respect to Customers located in North, Central or South America (including the Caribbean), this Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Oakland, California. With respect to Customers located in Europe, the Middle East or Africa, this Agreement shall be governed by the laws of Switzerland, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts of Switzerland. With respect to Customers located in Asia, Australia, New Zealand and the Pacific islands, this Agreement shall be governed by the laws of Singapore, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts of Singapore. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Merus, Inc. as a result of this agreement or use of the Service. The failure of Merus, Inc. to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Merus, Inc. in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and Merus, Inc. and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

25. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: “Agreement” means these online terms of use, any Order Forms, whether written or submitted online via the Online Order Center, and any materials available on the Merus, Inc. website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Merus, Inc. from time to time in its sole discretion; “Content” means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; “Customer Data” means any data, information or material provided or submitted by you to the Service in the course of using the Service; “Effective Date” means the earlier of either the date this Agreement is accepted by selecting the “I Accept” option presented on the screen after this Agreement is displayed or the date you begin using the Service; “Initial Term” means the contract term, beginning on the contract start date and ending on the contract end date, specified on the applicable Order Form; “Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; “License Administrator(s)” means those Users designated by you who are authorized to purchase licenses online using the Online Order Center or by executing written Order Forms and to create User accounts and otherwise administer your use of the Service; “License Term(s)” means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s); “Order Form(s)” means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); “Online Order Center” means Merus, Inc’s online application that allows the License Administrator designated by you to, among other things, add additional Users to the Service; “Merus, Inc.” means collectively Merus, Inc., a Delaware corporation, having its principal place of business at 1736 Franklin Street, Suite 350, Oakland, California 94612; “Merus, Inc. Technology” means all of Merus, Inc’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Merus, Inc. in providing the Service; “Service(s)” means the specific edition of Merus, Inc’s online customer management, billing, data analysis, or other corporate ERP services identified during the ordering process, developed, operated, and maintained by Merus, Inc, accessible via http://www.meruscase.com or another designated web site or IP address, or ancillary online or offline products and services provided to you by Merus, Inc., to which you are being granted access under this Agreement, including the meruscase.com Technology and the Content; “User(s)” means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by Merus, Inc. at your request).

26. Payment

**Conditions of Sale and Payment Terms.** Prior to the purchase of any goods or services on our Site made by VISA or MasterCard, you must provide us with a valid credit card number and associated payment information including all of the following: (i) your name as it appears on the card, (ii) your credit card number, (iii) the credit card type, (iv) the date of expiration and (v) any activation numbers or codes needed to charge your card. By submitting that information to us, you hereby agree that you authorize us to charge your card at our convenience but within thirty (30) days of credit card authorization. All sales of products and services are final. All charges from those sales are nonrefundable.

**Methods of Payment, Credit Card Terms and Taxes.** Payments made be made by VISA or MasterCard, or other forms of payment as agreed upon by each party. If we offer or accept any other form of payment, you hereby agree to all restrictions, terms and conditions associated with such additional form of payment. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not this Terms of Use to determine your rights and liabilities as a cardholder. YOU, AND NOT MERUS, INC., ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY. You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify Merus, Inc. of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If Merus, Inc. does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by Merus, Inc. or its agents. You are responsible for paying any governmental taxes imposed on your purchases, including, but not limited to, sales, use or value-added taxes.

**Order Acceptance Policy.** Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Merus, Inc. reserves the right at any time after receipt of your order to accept or decline your order for any reason. We may require additional verifications or information before accepting any order.

**No Responsibility To Sell Mispriced Products Or Services.** Merus, Inc. shall have the right to refuse or cancel any orders placed for products and/or services listed at an incorrect price, rebate or refund, or containing any other incorrect information or typographical errors. Merus, Inc. shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Merus, Inc. shall immediately issue a credit to you in the amount of the charge.

**Modifications to Prices or Billing Terms.** MERUS, INC. RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR PRODUCTS OR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE OR BY E-MAIL DELIVERY TO YOU.

**Questions or Additional Information.** If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@meruscase.com