

CLICK-WRAP SOFTWARE LICENSE AGREEMENT

PLEASE READ THE FOLLOWING LICENSE AGREEMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. BY CLICKING ON THE “AGREE” BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. YOUR USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO USE OF THE SOFTWARE, WILL CONSTITUTE YOUR CONSENT TO THIS AGREEMENT (OR RATIFICATION OF ANY PREVIOUS CONSENT) IF YOU DO NOT AGREE TO ALL OF THE TERMS YOU MAY NOT USE THE SERVICE.

Please contact us at neal@digitalsitebox.us for any queries.

“You” or “Your” means the person or company who is being licensed to use the Software in association with the “Documentation” as defined herein that are intended to support Your use of the Software and “We,” “Our” and “Us” means Digital Site Box, LLC, a South Carolina Limited Liability Company, each referred to herein individually as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. DEFINITIONS

1.1. Definitions. Capitalized terms in this Agreement will have the following meanings:

“**Agreement**” means this Click-Wrap Software Licence Agreement between Us and You;

“**Cancellation Period**” means the first thirty (30) day free trial period of the Initial Term of a Paid Subscription in which You may cancel for any reason without penalty by contacting Us at neal@digitalsitebox.us;

“**Customer Data**” means all software, applications, data (excluding Personal Data), text, images, files, audio, video, photographs, and other content and material, in any format, provided by You or any of Your users that is stored in, or run on or through, the Service. Service provided under this Agreement, including the Software, other products and services provided by Us, and Our intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Customer Data”. Customer Data include third-party content that is brought by You into the Software by Your use of the Service. In accordance with the terms of this Agreement, Customer Data absent Personal Data may be shared, via the Service, with third parties;

“**Documentation**” means, to the extent applicable, the visually readable supporting materials that are intended to support Your use of the Software and customarily furnished by Us to You including user and programming manuals, online help, programmer notes, training materials, descriptions, flow charts, logic diagrams, schematics, illustrations, descriptions of data flows, data structures, operating instructions, input information and format and technical and/or functional specifications and other documentation (in text or graphic form) provided or made available by Us to You on machine readable or printed media describing the Service features and/or regarding the use or operation of the Software, which may be updated from time to time. Documentation does not include any material, content, or information, in any format, which is obtained or derived from third party sources outside of Us that You may access through, within, or in conjunction with Your use of the Software;

“**Host**” means the computer equipment on which the Software is installed, which is owned and operated by Us or Our subcontractors;

“**Initial Term**” means the first twelve (12) month period of the Subscription Term for a Paid Subscription, including the Cancellation Period;

“**Paid Subscription**” means the Service access level that requires payment in order to provide You with enhanced functionalities beyond merely viewing documents, files, images, etc. and may include, but is not limited to, uploading, downloading, and editing certain documents, files, images, etc.;

“**Personal Data**” means information that relates to Your personally identifying information;

“**Service**” means, collectively, the unified software platform, application, and services utilized by You for accessing data, files, content, messages, contacts, etc., and includes associated offline components, but excludes Third-Party Applications. We have not incorporated or otherwise combined with the Service any open source software that requires as a condition of Your licensed use of such Service that Customer Data incorporated into or internally distributed with the Service be disclosed, distributed, redistributed, licensed, or otherwise made freely and publicly available;

“**Software**” means certain object code versions of commercial software products being provided to You under this Agreement, a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result, executable program modules, and/or databases consisting of

systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer;

“Subscription Term” means that period during which You have online access and use of the Service. If You have a Paid Subscription, the Subscription Term shall include the Initial Term and shall automatically renew for successive twelve (12) month periods unless You provide at least thirty-day (30-day) notice not to renew to the following email address neal@digitalsitebox.us. For each renewal of a Paid Subscription, Your payment method on file will be automatically charged the membership price in effect at the time of renewal. We will send You a receipt to the contact information on file after processing each payment. Each annual renewal is not refundable. If You have an Unpaid Subscription, no payment is necessary and You will not be charged for renewal;

“Third-Party Applications” means applications, integrations, services, or implementation, customization and other consulting services related thereto, provided by a party other than Us that interoperate with the Service;

“Unpaid Subscription” means the Service access level that does not require payment in order to provide You with enhanced functionalities beyond merely viewing documents, files, images, etc. and may include, but is not limited to, uploading, downloading, and editing certain documents, files, images, etc.; and

other capitalized terms have the meanings defined in the Usage Agreement.

2. SOFTWARE LICENCE, RIGHTS & RESTRICTIONS

2.1 Software Licence and Rights. In consideration of the mutual covenants, and subject to the provisions contained in this Agreement, We hereby grant to You a revocable, non-exclusive licence to use the Software solely in order to utilize the Service as provided herein.

2.2 Your Restrictions. Without limiting the generality of the foregoing, You will use the Software only for purposes set forth herein, and, further, You expressly agree that You DO NOT have rights to:

- (a) own title, or transfer title to the Software to another party;
- (b) distribute, license, sublicense, sell, transfer, assign, outsource, permit time sharing of, commercially exploit or otherwise make available copies or any rights in relation to the Software to any third party;
- (c) pledge, alienate or otherwise encumber the Software to any third party;
- (d) modify, enhance, reverse-engineer, reproduce, republish, download, decompile, disassemble, create substantially derived forms of the Software, examine with debugging, or copy any part of the Software (including data structures or similar materials produced by programs);
- (e) use the Software to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations;
- (f) perform or disclose any benchmarking, availability or performance testing of the Software;
- (g) perform or disclose any performance or vulnerability testing of the Software, perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Software;
- (h) probe, scan, or test the vulnerability of the Software;
- (i) breach or otherwise circumvent any security or authentication measures;
- (j) access, tamper with, or use non-public areas or parts of the Software, or shared areas of the Software that you have not been given access to;
- (k) access or use the Software to build or support, directly or indirectly, products or services competitive to Us; or
- (l) provide or cause others to provide false identity information to gain access to or use the Service or Software.

2.3 Enforcement of Restrictions. We will have the right to inspect and enforce the restrictions and covenants contained in this Agreement, and You hereby agree to promptly notify Us of any known violations of such restrictions. We have the right to take remedial action, which may be at Your sole cost and expense, if the terms of this Agreement are violated, and such remedial action may include, but are not limited to, removing or disabling access to the Software and/or material that is in violation of this Agreement.

2.4 Our Obligations. Upon execution of this Agreement, We will:

- (a) permit You to license the most current version of the Software for Your use under this Agreement throughout the Subscription Term; and

- (b) in Our discretion, provide You with updates to the Software as We consider needed. In each such case, We will automatically provide and install the necessary updates and will notify You when the update has been installed.

2.5 Your Obligations. You shall:

- (a) comply with all applicable local, state, national and foreign laws in connection with its use of the Service, Software, and Documentation, including those laws related to data privacy, international communications, and the transmission of technical or Personal Data. You acknowledge that We exercises no control over the content of the information uploaded, shared, transmitted or otherwise provided by You or Your users through the Service or Software;
- (b) grant Us a limited, non-exclusive, royalty-free license to copy, store, index, manage, configure, perform, display, transmit, distribute, or otherwise provide, via the Software, Customer Data including some forms of Personal Data—specifically, Your email address and telephone number will be made available via a contacts list—with applicable third parties for review, inspection, and for otherwise performing worksite related functions, duties, and responsibilities. Commercially reasonable efforts shall be made to protect other forms of Personal Data from access by third parties;
- (c) agree not to sell, resell, rent, lease, share or provide access to your user account or credentials to anyone else. We reserve all available legal rights and remedies to prevent unauthorized use of the Service;
- (d) notify Us immediately of any unauthorized use of any password or user id or any other known or suspected breach of security; and
- (e) report to Us immediately and use reasonable efforts to stop any unauthorized use of the Service, Software, or Documentation that is known or suspected by You or Your users.

3.0 PROPRIETARY RIGHTS

3.1 Customer Data. You acknowledge and agree that in connection with the provision of the Service, the Host may store and maintain Customer Data for a period of time consistent with Our standard business processes for the Service. Following expiration or termination of the Subscription Term, We will deactivate Your account(s) and may delete any data therein. You grant us the right to use, process, display, transmit, and share Customer Data via the Software pursuant to and in accordance with this Agreement. In particular, You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Data, and for obtaining all rights related to Customer Data required by Us to perform the Service.

3.2 Right of Ownership. You agree that We own all rights of authorship and title to the Service and Software (except Third-Party Applications incorporated therein, if any), all updates, modifications, extensions, customizations, scripts or other derivative works if any, of the Service or Software that may be provided, including, without limitation, all derivative works of the Software, and all copyrights, patent, trade secret, know-how, confidential technical or business information, and other intellectual property and proprietary rights in the Service, Software, and/or Documentation. The rights granted to You do not convey any rights or ownership, express or implied, in the Service, Software, associated intellectual property, and/or Documentation. You hereby grant to Us a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute, and incorporate into the Service or Software (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by You or any of Your users related to the operation or functionality of the Service or Software. Any rights in the Service, Software, or intellectual property not expressly granted herein by Us to You are reserved by Us.

3.3 Intellectual Property. Certain logos, product and service names, and trademarks, including Digital Site Box service marks, are marks of Us (the “Marks”). You have no right to use Our marks and hereby agree not to display or use Our Marks in any manner without Our express prior written permission. The trademarks, logos, and service marks of Third-Party Applications (“Third-Party Marks”) are the property of such third parties. You are not permitted to use these Third-Party Marks without the prior written consent of such party that may own the Third-Party Marks. The Software, including any Documentation, media, packaging, and illustrations, is copyrighted and constitutes Our valuable property.

3.4 Title. You acknowledge that the Service, Software, and Documentation, including any other associated written materials and other documentation provided under this Agreement, belongs exclusively to Us. Unencumbered title to the Software will, at all times, remain with Us. You agree to protect the Software from unauthorized use, reproduction, distribution or publication in electronic or physical form.

3.5 Data License. Any Customer Data or otherwise accessible from a third party to You is only for Your use and may not be provided to unauthorized third parties (excluding contractors and authorized affiliates). For the purposes of this Agreement, “Contractors” shall mean a third party that may access Customer Data on Your behalf and within Your controlled environment, provided that such Contractors use the Customer Data in accordance with this Agreement. You are liable for any use or disclosure by any contractor of Customer Data which if done by You would be in breach of this Agreement. You may not resell or relicense the Customer Data. The Customer Data is provided “as is” without warranty of any kind, including but not limited to warranties as to accuracy, completeness, or timeliness of the Customer Data, and We invite You to independently verify such Customer Data.

4.0 WARRANTY

4.1 Warranty. We warrant that We are the owner of the Software, and have the right and authority to grant the license to the Software. For any breach of the warranty, Your exclusive remedy and Our entire liability is correction of the defect that caused the breach of the warranty. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, MADE BY US, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS; OR FOR MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

4.2 Limitations of Liability. THERE ARE NO WARRANTIES FOR SERVICE. WE MAKE NO EXPRESS REPRESENTATIONS OR WARRANTIES, OR ACCEPT ANY CONDITIONS EXCEPT THOSE EXPRESSLY STATED WITHIN THIS AGREEMENT. WE DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED. WE DO NOT WARRANT, GUARANTEE ACCEPT ANY CONDITION OR MAKE ANY REPRESENTATION THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, THAT THE SOFTWARE WILL PRODUCE THE RESULTS YOU DESIRE, THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, FREE OF MATERIAL DEFECTS IN MATERIAL AND/OR WORKMANSHIP, THAT WE WILL CORRECT ALL SERVICE ERRORS, THAT ALL SERVICE ERRORS WILL BE CORRECTABLE, OR THAT THE SERVICE WILL OPERATE IN CONJUNCTION WITH THIRD-PARTY APPLICATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICE OR SOFTWARE THAT ARISE FROM CUSTOMER DATA OR THIRD-PARTY APPLICATIONS OR SERVICE PROVIDED BY THIRD PARTIES. YOU ACKNOWLEDGE THAT WE DO NOT CONTROL COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. YOU ACKNOWLEDGE THAT WE DO NOT CONTROL CONTENT OF CUSTOMER DATA THAT IS AVAILABLE VIA THE SERVICE. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR SALES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH LOST INFORMATION, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF INTELLECTUAL PROPERTY, OR ANY OTHER PECUNIARY LOSS), ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, OUR AGGREGATE LIABILITY IN RESPECT OF ANY AND ALL CLAIMS WILL BE LIMITED TO ANY AMOUNTS PAID TO US BY YOU DURING THE SUBSCRIPTION TERM. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR CIRCUMSTANCES GIVING RISE TO SUCH LOSS, DAMAGE OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE, OR LIABILITY IS BASED ON NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM). YOU MAY NOT INSTITUTE ANY ACTION IN ANY FORM ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. CUSTOMER ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT ARE A FUNDAMENTAL PART OF THE BASIS OF OUR BARGAIN HEREUNDER, AND WE WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.

4.3 Updates. The terms of this Agreement shall apply to all updates and upgrades subsequently provided by Us to You.

5.0 INDEMNIFICATION

5.1 Indemnification. To the fullest extent permitted by law, You shall indemnify, defend, and hold harmless Us and Our parents, affiliates, and subsidiaries, including Our and their respective directors, officers, directors, shareholders, members, managers, employees, and agents, from and against any losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of, connected to, or resulting from, (a) any third-party claim that the Service and/or Software provided hereunder by Us infringe, misappropriate or otherwise violate any intellectual property rights or other proprietary right of the third party; (b) any intentional misconduct or any negligent actions, or negligent failures to act by You, Your employees, subcontractors, and agents, that arises out of or results from use of the Service and/or Software; or (c) any breach of any warranty or representation made by You hereunder. Your indemnification obligations hereunder shall be subject to Our prompt notification to You with respect to the pertinent third-party claims, although failure to provide such notification shall not excuse Your obligations hereunder except to the extent of any material prejudice as a direct result of such failure. We will provide reasonable assistance to You, at Your expense, in defending the claim.

5.2 Survival. The indemnification obligations of this Section shall survive termination or expiration of this Agreement.

6.0 DISPUTES

6.1 Private Dispute Resolution. You acknowledge that We possess valuable confidential and proprietary information, including trade secrets and business practices, which would be damaging to Us if revealed in open court. You further acknowledge and agree that it is preferable to resolve all disputes against Us confidentially, individually, and in an expeditious and inexpensive manner. You accordingly acknowledge and agree that private dispute resolution is preferable to court actions. Before commencing any

proceeding in the manner set out in section 6.2 below, You shall first attempt to resolve any dispute or differences against Us by way of good faith negotiation. The good faith negotiation shall commence by You communicating Your position regarding the complaint, claim, dispute or controversy to Us with a proposal of how to resolve the dispute. The Parties shall then make good faith efforts to negotiate a resolution of the claim, dispute or controversy. You shall not commence any legal proceedings against Us, Our agents, employees, officers, directors, successors, assigns, or affiliates arising from or relating to this Agreement, the Software, or the Service unless and until the good faith negotiation fails.

6.2 Choice of Law. In the event that efforts to resolve disputes in accordance with Section 6.1 are unsuccessful, ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS CAPABLE IN LAW OF BEING SUBMITTED TO BINDING ARBITRATION) AGAINST US, Our agents, employees, officers, directors, successors, assigns or affiliates (collectively, for purposes of this paragraph, "Licensor Group") arising from or relating to this Agreement, its interpretation or the breach, termination or validity thereof, the relationships between the parties, whether pre-existing, present or future (including, to the full extent permitted by applicable law, relationships with third parties who are not party to this Agreement), Licensor Group's advertising, or related purchase shall be resolved exclusively and finally by binding arbitration that is governed, construed, performed, and enforced by the laws of the State of South Carolina, without regard to conflict of laws principles. The arbitration will be limited solely to the dispute or controversy between You and Licensor Group, and any award shall be final and binding on each Party. All arbitration proceedings shall be held in Greenville County, South Carolina, United States of America and all arbitrators shall be appointed by the current presiding judge of the 13th Judicial District Court, Greenville County, South Carolina or if such appointment is not made within 90 days after notice demanding arbitration has been delivered, the arbitrator(s) shall be appointed by the American Arbitration Association under their rules.

7.0 EXPORT

7.1 Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Service and Software. Such export laws govern use of the Service (including technical data) and any Service deliverables provided under this Agreement. The Parties each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agrees that no data, information, software programs and/or materials resulting from the Service (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.

8. UPGRADES

8.1 Upgrades. Other than Our obligations under Section 2.4(b), We shall have no other obligations to provide updates or support services to You. Obligations or expectations with regard to product upgrades, enhancements, support or remedies for errors, defects or deficiencies will be limited to those expressly set forth in a separate agreement between Us and You. In the absence of such an agreement between Us and You, We will use reasonable efforts to provide ongoing support and remedies to identified errors and defects, on a time and material basis.

9. CONFIDENTIALITY

9.1 Confidentiality. You acknowledge that the existence of this Agreement, the terms and conditions hereof, the transactions contemplated between the Parties and other information, including, without limitation, customer, technical and financial information that they have received or will receive in connection with this Agreement or any separate agreement between Us and You, is considered private and confidential (the "Confidential Information"). You will use reasonable diligence and in no event less than the degree of care which We use in respect to our own confidential and proprietary information of like nature, to prevent the unauthorized disclosure, reproduction or distribution of such Confidential Information to any other individual, corporation or entity. Such Confidential Information will exclude:

- (a) information that is already in the public domain;
- (b) information already known to the receiving Party, as of the date of the disclosure, unless the receiving Party agreed to keep such information in confidence at the time of its original receipt;
- (c) information hereafter obtained by the receiving Party, from a source not otherwise under an obligation of confidentiality with the disclosing party; and
- (d) information that the receiving Party is obligated to produce under order of a court of competent jurisdiction, provided that the receiving party promptly notifies the disclosing party of such an event so that the disclosing party may seek an appropriate protective order.

10. GENERAL PROVISIONS

10.1 Other Agreement(s). Notwithstanding the above, the Parties may desire to enter into other agreement(s) pertaining to the use of the Service and/or Software. You acknowledge that the terms of such other agreement(s) shall not supersede this Agreement.

10.2 Commencement. The Subscription Term will commence on the date of Your agreement to the terms of this Agreement.

10.3 Waiver. No waiver of any right under this Agreement shall be effective unless in writing, signed by a duly authorized representative of Us. Failure to insist upon strict compliance with this Agreement shall not be deemed to be a waiver of any future right arising out of this Agreement.

10.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been a part of this Agreement.

10.5 Force Majeure. Notwithstanding anything herein to the contrary, We shall not be liable for any delay or failure in performance caused by circumstances beyond Our reasonable control.

10.6 Equitable Relief. You agree that any breach of this Agreement by You would cause irreparable damage, and that, in event of such breach, in addition to any and all remedies at law, We will have the right to an injunction, specific performance or other equitable relief to prevent the continuous violations of the terms of this Agreement.

10.7 Relationship of the Parties. This Agreement does not constitute a partnership or joint venture, and nothing herein contained is intended to constitute, nor will it be construed to constitute, such a partnership or joint venture. Except as expressly provided in this Agreement, neither We nor You will have any power or authority to act in the name or on behalf of the other party, or to bind the other party to any legal agreement.

10.8 Notice. Unless otherwise indicated herein, any notice or other communication under this Agreement shall be deemed properly given if in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address.

10.9 Non-Impediment. Nothing in this Agreement shall be construed as precluding or limiting in any way Our right to provide consulting, development, or other services of any kind to any individual or entity.

10.10 Headings. The Section headings used in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement in any way.

10.11 Survival. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, and others which by their nature are intended to survive.

10.12 Revisions. We may at any time revise the terms of this Agreement by updating these terms and providing notice to you of that change.

10.13 Successors and Assigns. You may not assign Your rights and duties under this Agreement to any third party at any time. This Agreement will inure to the benefit of and will be binding upon Us and our respective successors and permitted assigns. In the event of a corporate merger, divestiture, or asset sale, We retain the right to transfer and assign Our rights and obligations hereunder to any third party upon written notice to You.

10.14 Entire Agreement. This Agreement constitutes the entire agreement of the Parties, and no amendment to the terms of this Agreement will be effective unless in writing and signed by both parties hereto.