End User Licensing Agreement

Effective Starting Date: _____

This End User License Agreement (the "Agreement") is between
_____, a _____ in
_____ ("Customer") and the Gov2biz Inc ("Company"), a Texas Corporation, the entity that owns the software ("Software") that Customer is accessing or may be causing its constituents to use.

The "Effective Date" of this Agreement is the date which is the earlier of (a) Customer's initial access to or use of the Software (as defined below) or (b) the effective date of the first Order referencing this Agreement or (c) the date this document is signed by Customer and Company. By using or accessing the Software, Customer indicates Customer's assent to be bound by this Agreement.

The "Subscription Term" of this Agreement expires on _____ and starts on the Effective Date.

1. Users
    1.1. Authorized Users. Only Authorized Users may access and use the Software. Authorized Users are part-time employees, full-time employees, and hourly contractors of the Customer.
    1.2. Secondary Users. As may be further described, certain Software may be used by Customer's constituents, e.g. those who are current permit holders, who wish to become permit holders, Subject to the terms and conditions of this Agreement, Customer may grant Customer's own constituent users ("Secondary Users") limited rights to use the Software solely so that they may view and interact with such resources. This must be approved in writing by Company, but such approval shall not be unreasonably withheld.
    1.3. Some Software may allow Customer to designate different types of Authorized Users, in which case pricing and functionality may vary according to the type of Authorized User. Customer is responsible for compliance with this Agreement by all Authorized Users and Secondary Users, including what Authorized Users do with Customer's data, and for all fees incurred by Authorized Users (or from adding Authorized Users). Authorized Users further includes the Administrators of the system, as well as the users from other entities or organizations that Customer authorizes to operate the system on Customer's behalf.
    1.4. The term "End Users" is used to define all users including Authorized Users and Secondary Users

1.5. The Customer is responsible for all Secondary Users as "Authorized Users" and is otherwise solely responsible for its products, support offerings and Secondary relationships.

1.6. Notwithstanding anything to the contrary in this Agreement, Company has no direct or indirect warranty, indemnity or other liability or obligations of any kind to Secondary Users. Customer is solely responsible for any obligations related to Secondary Users.

1.7. The Customer is responsible for ensuring that this agreement is made available to all End Users and for settling all disputes arising from the terms of this Agreement.

1.8. The Customer is responsible for the terms in this Agreement and for making sure the Agreement is accessible to End Users; Customer is responsible for any damages resulting from Customer's failure to do so or from any acts of an End User.

1.9. The Customer represents and warrants that they will not permit any person under the age of 16 to access or use the Software. The Customer agrees to accept full responsibility for any unauthorized use of the Software by minors. The Customer acknowledges that the Company does not target its Software or services to children under 16.

2. Access

2.1. Credentials. Customer must require that all End Users keep their user IDs and passwords for the Software strictly confidential and not share such information with any unauthorized person.

2.2. User IDs are granted to individual, named persons and may not be shared. Customer is responsible for any and all actions taken using End User Accounts and passwords and agrees to immediately notify the Company of any unauthorized use of which the Customer becomes aware.

2.3. The Customer agrees any unauthorized sharing of IDs will be considered a material breach of this Agreement. In the event of such breach, the Customer agrees to pay Company a fine of up to five (5) times the annualized cost of the license for each instance of unauthorized sharing, without prejudice to any other rights or remedies Company may have under this Agreement or at law.

3. Use of the Software

3.1. Customer's License Rights. Subject to the terms and conditions of this Agreement, Company grants Customer a non-exclusive, non-sublicensable and non-transferable license to use the Software during the applicable License Term for Customer's own business purposes, in accordance with this Agreement.

3.2. Restrictions. Except as otherwise expressly permitted in this Agreement, Customer will not: (a) reproduce, modify, adapt or create derivative works of any part of the Software; (b) rent, lease, distribute, sell, sublicense, transfer, or provide access to the Software to a third party; (c) use the

Software for the benefit of any third party; (d) incorporate the Software into a product or service Customer provide to a third party; (e) interfere with any license key mechanism in the Software or otherwise circumvent mechanisms in the Software intended to limit Customer's use; (f) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Software, except to the extent expressly permitted by applicable law (and then only upon advance notice to us); (g) remove or obscure any proprietary or other notices contained in the Software; (h) use or enable the use of the Software for competitive analysis or to build competitive products; (i) publicly disseminate information regarding the performance of the Software; or (j) encourage or assist any third party to do any of the foregoing.

4. <u>Data.</u> Customer retains all rights, title and interest in and to End User Data in the form submitted to the Software. The Customer grants Company a limited term license to access, use, process End User Data in order to respond to Customer's support requests, troubleshooting, maintenance and upkeep of the Software as well as to provide improvements as well as additional software, services to End Users.

5. <u>Indemnity</u>. Customer will defend, indemnify and hold harmless the Company, including Company's Affiliates, officers, directors, agents and employees from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from any claim arising from or related to (i) Customer's breach or alleged breach of this agreement, (ii) any claims or disputes brought by End Users arising out of their use of Software, (iii) or any use of Customer's Materials. This indemnification obligation is subject to Customer receiving (a) prompt written notice of such claim (but in any event notice in sufficient time for Customer to respond without prejudice); (b) the right to control and direct the investigation, defense or settlement of such claim and (c) reasonable and necessary cooperation by the Company at Customer's expense.

6. <u>Suspension</u>. Company has no obligation to monitor any content uploaded to the Software. Nonetheless, if Company deems such action necessary based on Customer's violation of these Terms or determines that an End User's actions endanger the operation of the Software, the data contained in the Software or other users, the Company may suspend End User' access to the Software. Company will use reasonable efforts to provide Customer with advance notice of suspensions when practicable.

7. <u>Taxes not included</u>. Customer's fees under these Terms exclude any taxes or duties payable in respect of the Software in the jurisdiction where the payment is either made or received. To the extent that any

such taxes or duties are payable by Company, Customer must pay to Company the amount of such taxes or duties in addition to any fees owed under these Terms. Notwithstanding the foregoing, if Customer has obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed, Customer may provide Company with such exemption information, and Company will use reasonable efforts to provide Customer with invoicing documents designed to enable Customer to obtain a refund or credit from the relevant revenue authority, if such a refund or credit is available.

8. Resellers

   8.1. If Customer purchased through a Reseller. If Customer makes any purchases through an authorized partner or reseller of Company ("Reseller"):

   8.1.1. Instead of paying Company, Customer will pay the applicable amounts to the Reseller, as agreed between Customer and the Reseller. Company may suspend or terminate Customer's rights to use Software if Company does not receive the corresponding payment from the Reseller.

   8.1.2. Customer is responsible for the accuracy of the Reseller's order to the Company.

   8.1.3. If Customer is entitled to a refund under these Terms, then unless Company otherwise specifies, Company will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to Customer.

   8.1.4. Resellers are not authorized to modify these Terms or make any promises or commitments on behalf of Company, and Company is not bound by any obligations to Customer other than as set forth in these Terms.

   8.1.5. The amount paid or payable by the Reseller to Company for Customer's use of the applicable Software under these Terms will be deemed the amount actually paid or payable by Customer to Company under these Terms for purposes of calculating the liability cap.

9. Software functionality

   9.1. Independent Evaluation and Non reliance: The Customer represents and warrants that Customer has independently evaluated the suitability of the Software for their intended purposes and has not relied upon any representations or warranties made by Company. The Customer acknowledges and agrees that Company has made no assurances regarding the specific functions, reliability, or performance of the Software.

   9.2. Changes to the Software. Customer acknowledges that Company may make changes to the Software and Beta Versions, including but not limited to adding new capabilities, removal of

capabilities, modification to software, or any portion or feature of any Software for any reason at any time without liability to the Customer. Customer must accept the modifications to continue using Software and Beta Versions. If Customer objects to the modifications, Customer's exclusive remedy is to cease using Software.

9.3. <u>No contingencies on other products of future functionality</u>. Customer acknowledges that the Software and Additional Services referenced in an Order are being purchased separately from any of Company's other products or services. Payment obligations for any products or services are not contingent on the purchase or use of any of Company's other products (and for clarity, any purchases of Software and Additional Services are separate and not contingent on each other, even if listed on the same Order). Customer agrees that Customer's purchases are not contingent on the delivery of any future functionality or features (including future availability of any Software beyond the current Subscription Term), or dependent on any oral or written public comments Company make regarding future functionality or features.

9.4. <u>Beta Versions</u>

9.4.1. Company may offer certain Software to End Users on a trial use, evaluation, early release, prototype as defined below (collectively, "Beta Versions"). Customer's use of Beta Versions is subject to any additional terms that Company specifies and is only permitted during the Subscription Term Company designates (or, if not designated, until terminated in accordance with these Terms). Except as otherwise set forth in this section, the terms and conditions of this Agreement fully apply to Beta Versions.

9.4.2. Company may modify or terminate Customer's right to use Beta Versions at any time and for any reason in its sole discretion, without liability to Customer. Customer understands that any pre-release and beta Software, and any pre-release and beta features within generally available Software, that Company make available (collectively, "Beta Versions") are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Software.

9.4.3. Company makes no representation that any Beta Versions will ever be made generally available.

9.4.4. Company may charge a fee in order to allow Customer to access Beta Versions. However, the Company may not charge the Customer for Beta versions that are available directly to Secondary Users, without the explicit consent of the charges by Customer.

9.4.5. All information regarding the characteristics, features or performance of any Beta Versions constitutes Company's Confidential Information.

9.4.6. To the maximum extent permitted by applicable law, Company disclaims all obligations or liabilities with respect to Beta Versions, including any Support, warranty and indemnity obligations. **NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, COMPANY'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER WITH RESPECT OF BETA VERSIONS WILL BE $50.**

9.5. <u>Compliance with government regulations</u>. Should any state now have, or in the future have a law, regulation, mandate, policy, requirement or protocol that impacts the Software, the status of the Company, the relationship between the Customer and Company or the relationship between the End Users and the Company, shall not be binding on the Company, unless it is explicitly agreed to in writing as an addendum to this Agreement.

9.6. <u>System outages</u>. In the event the software is not accessible for a period of time due to a third-party uploading a virus or taking some other action that disables the software, Company will not be responsible for any losses or business interruption sustained by Customer.

10. <u>IP Rights in the Software and Feedback.</u>

10.1. Software is made available on a limited access basis, and no ownership right is conveyed to Customer, irrespective of the use of terms such as "purchase" or "sale".

10.2. Company and Company licensors have and retain all right, title and interest, including all intellectual property rights, in and to Company's Technology (including the Software).

10.3. From time to time, Customer may choose to submit Feedback to Company. Company may in connection with any of products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise.

10.4. No Feedback will be considered Customer's Confidential Information, and nothing in these Terms limits Company's right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

10.5. Customer acknowledges that it has no intellectual property rights to any Software, including but not limited to modifications, features or capabilities built based on Customer or End User's feedback or ideas.

11. <u>Confidentiality.</u>

11.1. Except as otherwise set forth in these Terms, each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to such party ("Receiving Party") by the disclosing party ("Disclosing Party") constitute the confidential property of the

Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure.

11.2.　　Any performance information relating to the Software will be deemed Company's Confidential Information without any marking or further designation.

11.3.　　Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under these Terms. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective of the Disclosing Party than this Section and that the Receiving Party remains responsible for compliance by them with the terms of this Section.

11.4.　　The Receiving Party's confidentiality obligations will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

11.5.　　Confidentiality of Security and Vulnerabilities: Company may disclose its security vulnerabilities or expected security incident including actual or suspected to Customer from time to time.　Any such information will be deemed Company's Confidential Information without any marking or further designation.

12. Term and Termination.

12.1.　　Term. These Terms are effective as of the Effective Date and expire on the date of expiration or termination of all Subscription Terms.

12.2.   <u>Termination for Cause</u>. Either party may terminate these Terms (including all related Orders) if the other party (a) fails to cure any material breach of these Terms within ninety (90) days after notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within ninety (90) days thereafter).

12.3.   <u>Termination for Convenience</u>. Customer may choose to stop using the Software and terminate these Terms at any time for any reason with ninety (90) days written notice to Company. Customer acknowledges that upon such a termination for convenience (i) Customer will not be entitled to a refund of any pre-paid fees and (ii) if Customer has not already paid all applicable fees for the then-current Subscription Term or related services period (as applicable), any such fees that are outstanding will become immediately due and payable.

12.4.   <u>Effects of Termination</u>. Upon any expiration or termination of these Terms, Customer must cease using all Software and delete (or at Company's request, return) all Confidential Information or other Company materials of in Customer's possession, including on any third-party systems operated on Customer's behalf. Customer will certify such deletion upon Company's request. Customer will not have access to Customer's Data. Company may delete all of Customer's Data unless after expiration or termination of these Terms or its applicable Subscription Term).

12.5.   Company's sole responsibility upon Termination is to provide Customer with a copy of End User Data in a CSV format within 90 days of such a request. The data is limited to the data explicitly entered by the End User, and as-such does not include any meta data, information that was generated by the Software, including information about the End User such as access logs, timestamps, audit trail, histories etc. The Company is only responsible for providing this data to the Customer once, if the Customer requests such data before the effective date of Termination.

12.6.   If Company terminates these Terms, Customer will pay any unpaid fees covering the remainder of the then-current Subscription Term after the effective date of termination. In no event will termination relieve Customer of Customer's obligation to pay any fees payable to Company for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in these Terms, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under these Terms, by law or otherwise.

12.7.   Survival. The following provisions will survive any termination or expiration of these Terms: 17 (Dispute Resolution), 13 (Warranty Disclaimer), 14 (Limitations of Liability)

13. <u>Warranties and Disclaimer.</u>

13.1.   <u>Mutual Warranties</u>. Each party represents and warrants that it has the legal power and authority to enter into these Terms.

13.2.   <u>Warranties</u>. Company warrants, for Customer's benefit only, that Company uses commercially reasonable efforts to prevent introduction of viruses, Trojan horses or similar harmful materials into the Software (but Company is not responsible for harmful materials submitted by Customer or End Users) (the "Performance Warranty").

13.3.   <u>Warranty Remedy</u>. Company will use commercially reasonable efforts to correct reported non-conformities with the Performance Warranty. If Company determine corrections to be impracticable, either party may terminate the applicable Subscription Term. In this case, Customer will receive a refund of any fees Customer have pre-paid for use of the Software for the terminated portion of the applicable Subscription Term. The Performance Warranty will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, (ii) if the non-conformity was caused by misuse, unauthorized modifications or third-party products, software, services or equipment or (iii) to Beta Versions. Company's sole liability, and Customer's sole and exclusive remedy, for any breach of the Performance Warranty are set forth in Section 14.

13.4.   WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL SOFTWARE, SUPPORT AND ADDITIONAL SERVICES ARE PROVIDED "AS IS," AND COMPANY AND COMPANY'S SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING COMPANY'S EXPRESS OBLIGATIONS IN THESE TERMS, COMPANY DO NOT WARRANT THAT CUSTOMER'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT COMPANY WILL REVIEW CUSTOMER'S DATA FOR ACCURACY OR THAT COMPANY WILL PRESERVE OR MAINTAIN CUSTOMER'S DATA WITHOUT LOSS. CUSTOMER UNDERSTAND THAT USE OF THE SOFTWARE NECESSARILY INVOLVES TRANSMISSION OF CUSTOMER'S DATA OVER NETWORKS THAT COMPANY DO NOT OWN, OPERATE OR CONTROL, AND COMPANY ARE NOT RESPONSIBLE FOR ANY OF CUSTOMER'S DATA LOST, ALTERED, INTERCEPTED OR STORED ACROSS SUCH NETWORKS. COMPANY CANNOT GUARANTEE THAT COMPANY'S SECURITY PROCEDURES WILL BE ERROR-FREE, THAT TRANSMISSIONS OF CUSTOMER'S

DATA WILL ALWAYS BE SECURE OR THAT UNAUTHORIZED THIRD PARTIES WILL NEVER BE ABLE TO DEFEAT COMPANY'S SECURITY MEASURES OR THOSE OF COMPANY'S THIRD PARTY SERVICE PROVIDERS. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE COMPANY'S REASONABLE CONTROL. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

14. <u>Limitation of Liability.</u>

   14.1.   <u>Consequential Damages Waiver</u>. EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

   14.2.   <u>Liability Cap</u>. EXCEPT FOR EXCLUDED CLAIMS, COMPANY'S AGGREGATE LIABILITY TO THE CUSTOMER ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE PRORATED SUBSCRIPTION AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER TO COMPANY UNDER THESE TERMS IN THE ONE (1) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

   14.3.   <u>Excluded Claims</u>. "Excluded Claims" means (1) amounts owed by Customer under any Orders, (2) either party's express indemnification obligations in these Terms, and (3) Customer's breach Restrictions Section.

   14.4.   <u>Miscalculations</u>. Company will not be responsible for any calculation error made by Software related to any amounts including but not limited to fees, taxes, fines, penalties, charges, levy's related to the Customer's business conducted on or enabled by Software.

15. <u>Nature of Claims and Failure of Essential Purpose</u>. The parties agree that the waivers and limitations specified in this Section apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

16. <u>Publicity Rights.</u> Company may identify Customer as a Company customer in Company's promotional materials. Company will promptly stop doing so upon Customer's request sent to GeneralCounsel@gov2biz.com

17. <u>Dispute Resolution.</u>

17.1. <u>Informal Resolution.</u> In the event of any controversy or claim arising out of or relating to these Terms, the parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of ninety (90) days, either party may pursue relief as may be available under these Terms pursuant to Governing Law of Texas and in any Texas district court. All negotiations pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all rules and codes of evidence of applicable legislation and jurisdictions.

17.2. This Agreement and all obligations of the Parties hereunder shall be construed and enforced in accordance with the laws of the State of Texas, without reference to any choice of law rules or analysis.

17.3. No court construing this Agreement shall apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared same, it being agreed that the agents of all parties have participated in the preparation hereof.

17.4. <u>Injunctive Relief; Enforcement.</u> Notwithstanding the provisions Informal Resolution Section and Section on Governing Law; Jurisdiction, nothing in these Terms will prevent Company from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

17.5. <u>Changes to these Terms.</u> Company may modify the terms and conditions of these Terms (including Company's Policies) from time to time, with notice to Customer in accordance with Section 19 (Notices) or by posting the modified Terms on Company's website. Together with notice, Company will specify the effective date of the modifications.

17.6. <u>Paid Subscriptions.</u> Except as otherwise indicated below, modifications to these Terms will take effect on Anniversary of Effective Date and will automatically apply as of the Anniversary date. Notwithstanding the foregoing, in some cases (e.g., to address compliance with Laws, or as

necessary for new features) Company may specify that such modifications become effective during Customer's then-current Subscription Term. If the effective date of such modifications is during Customer's then-current Subscription Term and Customer objects to the modifications, then as Customer's exclusive remedy, Customer may terminate Customer's affected Orders upon notice to Company,

17.7. Company's Policies. Company may modify Company's Policies to take effect during Customer's then-current Subscription Term in order to respond to changes in Company's products, Company's business, or Laws. In this case, unless required by Law, Company agrees not to make modifications to Company's Policies that, considered as a whole, would substantially diminish Company's obligations during Customer's then-current Subscription Term. Modifications to Company's Policies will take effect automatically as of the effective date specified for the updated policies.

18. Governing Law; Jurisdiction: This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Bexar County, Texas. Each party irrevocably agrees that the district courts of Bexar County, Texas have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

19. Notices. Any notice under these Terms must be given in writing. Company may provide notice to Customer through Customer's Notification Email Address_____, Customer's account or in-product notifications. Customer agrees that any electronic communication will satisfy any applicable legal communication requirements, including that such communications be in writing. Any notice to Customer will be deemed given upon the first business day after Company sends it.

20. Force Majeure.
    20.1. Neither party will be liable to the other for any delay or failure to perform any obligation under these Terms (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.
    20.2. The Company uses Amazon Web Services as the hosting provider for the Software and Services that it provides Customer. Any unavailability or interruption of the AWS (Amazon Web Services) regions that Company utilizes to host Software, will constitute a force majeure event.

20.3.   "Cyber attacks", including but not limited to, unauthorized access to Software, network disruptions, denial of service attacks, domain hijacking, or any other malicious actions that may impair the functionality of Software, or Company's capability to provide services, constitute a force majeure event under this Agreement.

21. <u>Assignment.</u> Customer may not assign or transfer these Terms without Company's prior written consent. As an exception to the foregoing, Customer may assign these Terms in their entirety (including all Orders) to Customer's successor resulting from a merger, acquisition, or sale of all or substantially all of Customer's assets or voting securities, provided that Customer provide Company with prompt written notice of the assignment and the assignee agrees in writing to assume all of Customer's obligations under these Terms. Any attempt by Customer to transfer or assign these Terms except as expressly authorized above will be null and void. Company may assign Company's rights and obligations under these Terms (in whole or in part) without Customer's consent. Company may also permit Company's Affiliates, agents and contractors to exercise Company's rights or perform Company's obligations under these Terms, in which case Company will remain responsible for their compliance with these Terms. Subject to the foregoing, these Terms will inure to the parties' permitted successors and assigns.

22. <u>Entire Agreement</u>. These Terms are the entire agreement between Customer and Company relating to the Software and any other subject matter covered by these Terms, and supersede all prior or contemporaneous Company oral or written communications, proposals and representations between Customer and Company with respect to the Software or any other subject matter covered by these Terms. No provision of any purchase order or other business form employed by Customer will supersede or supplement the terms and conditions of these Terms, and any such document relating to these Terms will be for administrative purposes only and will have no legal effect.

23. <u>Waivers; Modifications</u>. No failure or delay by the injured party to these Terms in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. Except as set forth in Section on Changes to these Terms, any amendments or modifications to these Terms must be executed in writing by an authorized representative of each party.

24. <u>Interpretation</u>. As used herein, "including" (and its variants) means "including without limitation" (and its variants). Headings are for convenience only. If any provision of these Terms is held to be void, invalid, unenforceable or illegal, the other provisions will continue in full force and effect.

25. <u>Independent Contractors</u>. The parties are independent contractors. These Terms will not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give either party the express or implied right, power or authority to create any duty or obligation of the other party.

COMPANY   **CUSTOMER**

_____   _____

By: **By:**