Sprocket Security End User Agreement

THIS AGREEMENT GOVERNS YOUR USE OF THE SPROCKET SECURITY SERVICES. BY ACCEPTING THIS AGREEMENT, EITHER BY INDICATING YOUR ACCEPTANCE THROUGH THE USE OF THE SPROCKET SECURITY PLATFORM OR BY PLACING AN ORDER WITH A RESELLER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT AND WILL BE REFERRED TO AS "*YOU*" OR "*END USER*" IN THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "*YOU*" AND "*END USER*" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SPROCKET SECURITY SERVICES.

This End User Agreement ("*Agreement*") was last updated on August 28, 2023<Date>, 2023. It is effective between End User and Sprocket Security, LLC, a Wisconsin corporation with offices at 6516 Monona Dr, Monona, WI 53716 ("*Sprocket Security*"), as of the date End User accepted this Agreement ("*Effective Date*"). Sprocket Security and End User are each referred to herein as a "Party" and collectively as the "Parties." In consideration of the mutual promises and upon the terms and conditions herein, the Parties agree as follows:

1.   Definitions.

1.1   "*Confidential Information*" means, collectively, Confidential End User Information and Confidential Sprocket Security Information.

1.2   "*Confidential End User Information*" means non-public, confidential or proprietary information disclosed by End User to Sprocket Security, or to any employees, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors (collectively, "*Representatives*") of Sprocket Security, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, whether identified at the time of disclosure as confidential, or which would reasonably be understood, given the nature of the information or the circumstances surrounding its disclosure, to be confidential or proprietary. Confidential End User Information does not include System Data that has been aggregated and anonymized.

1.3   "*Confidential Sprocket Security Information*" means any non-public, confidential or proprietary information disclosed by Sprocket Security to End User, or to any of End User's Representatives, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, whether identified at the time of disclosure as confidential, or which would

reasonably be understood, given the nature of the information or the circumstances surrounding its disclosure, to be confidential or proprietary.

1.4　　　"*End User Account*" means the account used by End User to access the Sprocket Security Platform, as permitted by Sprocket Security in accordance with this Agreement.

1.5　　　"*End User Materials*" means any application, software, technology, or other product or service that is submitted by End User to Sprocket Security for testing in connection with the Sprocket Security Services, and any environment in which the foregoing exist, as well as any other software, technology, information, data, materials and intellectual property provided or made available by End User to Sprocket Security hereunder.

1.6　　　"*Subscription Period*" means the subscription period of the Sprocket Security Services purchased in an order document, including any renewal subscription period.

1.6　　　"*Sprocket Privacy Policy*" means Sprocket Security's privacy policy hosted at: https://www.sprocketsecurity.com/privacy-policy.

1.7　　　"*Sprocket Security Personnel*" means the Sprocket Security employees and contractors performing the Sprocket Security Services hereunder.

1.8　　　"*Sprocket Security Platform*" means the platform provided by Sprocket Security to End User in connection with the Sprocket Security Services which includes all software, interfaces, tools, utilities, and other technologies (and any related intellectual property) relating thereto.

1.9　　　"*Sprocket Security Services*" means all services provided by Sprocket Security to End User as set forth in on or more order documents, and any additional related support services as Sprocket Security may provide in its sole discretion.

1.10　　　"*System Data*" means information that is collected, derived, or otherwise generated in the course of providing the Sprocket Security Services.

2.　　　SPROCKET SECURITY Services.

2.1　　　***Sprocket Security Services.*** End User may order Sprocket Security Services from Sprocket Security through an order document with Sprocket Security or an authorized reseller. Sprocket Security shall provide End User the Services as specified in such order document. All changes to an order document must be approved by Sprocket Security.

2.2　　　***Sprocket Security Platform.*** Sprocket Security will make the Sprocket Security Platform available to End User for use pursuant to this Agreement and the applicable order document during the Subscription Period specified in the applicable order document. End User will access the Sprocket Security Platform through the End User Account. End User will choose login credentials, including a password, for the End User Account. End User is responsible for all activities that occur through the End User Account or through use of the End User Account credentials. End User agrees to keep all End User Account credentials secure and will not provide this information to any third party. End User will notify Sprocket Security immediately

of any loss or involuntary disclosure of its End User Account credentials, any unauthorized use of the End User Account, or any other breach of security.

3. **End User obligations**.

3.1   ***Cooperation; End User Primary Contact.*** End User shall cooperate with Sprocket Security in all matters relating to Sprocket Security Services. End User shall appoint an End User employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of End User with respect to matters pertaining to this Agreement.

3.2   ***End User Information and Materials.*** End User shall provide such End User Materials as Sprocket Security considers reasonably necessary in order to carry out the Sprocket Security Services in a timely manner and to ensure that Sprocket Security has adequate information to undertake the Sprocket Security Services. End User is solely responsible for all information it provides to Sprocket Security under this Agreement. If End User provides Sprocket Security or Sprocket Security Personnel with access to any non-public or confidential End User Materials, End User shall cooperate with Sprocket Security in its efforts to make such End User Materials available through the Sprocket Security Platform and allow Sprocket Security Personnel to access the End User Materials. Sprocket Security will abide by the Sprocket Privacy Policy with respect to End User Materials.

3.3   ***End User Authorization.*** Subject to the terms and conditions of this Agreement, End User grants to Sprocket Security the right to use and access the End User Materials and to permit Sprocket Security Personnel to use and access the End User Materials for the purpose of performing and providing the Sprocket Security Services.

3.4   ***Sprocket Security Platform Restrictions***. In connection with End User's use of the Sprocket Security Platform, End User shall not:

(a)   copy, reproduce, alter, modify, create derivative works from, rent, lease, loan, sell, distribute or publicly display the Sprocket Security Platform, Sprocket Security Services, any other material made available via the Sprocket Security Services, or any part of any of the foregoing, without the prior written consent of Sprocket Security;

(b)   decompile, disassemble, translate or otherwise reverse engineer or attempt to derive the source code for the Sprocket Security Platform or the Sprocket Security Services or any portion thereof;

(c)   attempt to obtain any information or content from the Sprocket Security Platform or Sprocket Security website using any robot, spider, scraper or other automated means for any purpose, except as otherwise expressly permitted in writing by Sprocket Security;

(d)   transmit or upload any software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized

access to any system, data, password, or other information of Sprocket Security or any third party;

(e)   misrepresent or impersonate any person or entity, including any employee or representative of Sprocket Security;

(f)   interfere or attempt to interfere with the proper working of the Sprocket Security Platform or Sprocket Security Services or any activities conducted on the Sprocket Security Platform or Sprocket Security Services;

(g)   use the Sprocket Security Platform or the Sprocket Security Services in any manner that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity or violates any law or contract; (ii) is false, misleading or inaccurate; (iii) is unlawful, threatening, abusive, harmful, harassing, defamatory, libelous, deceptive, fraudulent, tortious, obscene, offensive, profane or invasive of another's privacy; (iv) makes any unsolicited communications or advertising not authorized by Sprocket Security, promotional materials or any other form of solicitation for any type of information; or (v) imposes, as determined in Sprocket Security's sole discretion, an unreasonable or disproportionately large load on Sprocket Security's IT infrastructure; or

(h)   violate or otherwise not comply with any applicable local, state, national or international law or regulation.

4.   INTELLECTUAL PROPERTY RIGHTS.

4.1   ***Sprocket Security Platform and Sprocket Security Services.*** Subject to the rights expressly granted to End User in this Agreement, any and all intellectual property rights in or related to the Sprocket Security Platform and Sprocket Security Services, including all related technology and services, are and shall remain, as between End User and Sprocket Security, the sole and exclusive property of Sprocket Security.

4.2   ***End User Materials.*** Subject to the rights expressly granted to Sprocket Security and Sprocket Security Personnel, any and all intellectual property rights in or related to the End User Materials are and shall remain, as between End User and Sprocket Security, the sole and exclusive property of End User.

4.3   ***System Data.*** Sprocket Security may use System Data (i) to analyze the performance of and enhance Sprocket Security products and services, and (ii) Sprocket Security may disclose such information and data in reports, presentations and other publications solely in an aggregated and anonymized manner such that it does not identify End User, any End User Material, or any individual, or enable any such information or data to be associated with End User, End User Material, or any individual.

5.   Confidential Information.

5.1   *Obligations.* Each Party (each, a "*Receiving Party*") will maintain in confidence all Confidential Information disclosed to it by the other Party (the "*Disclosing Party*"). Each Receiving Party agrees not to disclose such Confidential Information except as expressly authorized by this Agreement or unless the Disclosing Party provides the Receiving Party with written consent. Each Receiving Party agrees not to use the Disclosing Party's Confidential Information except as necessary to perform its obligations or exercise its rights under this Agreement. Each Receiving Party may disclose the Confidential Information of the Disclosing Party only to its employees, agents or subcontractors who need to know such Confidential Information for the purposes of this Agreement (including, in Sprocket Security's case, to Sprocket Security Personnel) who are under an obligation of confidentiality to the Receiving Party. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. At the end of the Term, each Receiving Party will destroy any Confidential Information still in its possession, provided that backup copies may be retained for compliance purposes or in accordance with an ordinary course document retention policy of Receiving Party. All such copies remain subject to the confidentiality obligations of this Agreement.

5.2   *Exceptions.* The obligations of confidentiality contained in Section 5.1 will not apply to the extent that it can be established by the Receiving Party beyond a reasonable doubt that such Confidential Information:

(a)   was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party;

(b)   was generally available to the public or otherwise part of the public domain at the time of its disclosure by the Disclosing Party to the Receiving Party;

(c)   became generally available to the public or otherwise part of the public domain after its disclosure to the Receiving Party and other than through any act or omission of the Receiving Party in breach of this Agreement;

(d)   was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a third party who had no obligation to the Disclosing Party not to disclose such information to others;

(e)   was developed independently by the Receiving Party without any use of or reference to Confidential Information of the Disclosing Party; or

(f)   was disclosed with the prior written consent of the Disclosing Party.

5.3   *Required Disclosures.* The foregoing confidentiality and nondisclosure obligations shall not prohibit the disclosure of Confidential Information, to the extent such disclosure is required by law or by regulation; provided, however, that, in such event, the Receiving Party

provides the Disclosing Party with prompt notice of such disclosure so that the Disclosing Party has the opportunity if it so desires to seek a protective order or other appropriate remedy.

5.4   *Injunctive Relief*. Each Party acknowledges that the other Party's Confidential Information is unique and valuable, and that breach by a Receiving Party of the obligations of this Section 5 regarding the Disclosing Party's Confidential Information could result in irreparable injury to the Disclosing Party for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or anticipated breach of this Section 5, the affected Party shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages

6.   RESERVED

7.   Warranties.

7.1   *Both Parties.* Each Party represents and warrants to the other Party that:

(a)   it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b)   it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;

(c)   the acceptance of this Agreement by its representative who accepted this Agreement has been duly authorized by all necessary corporate action of the Party; and

(d)   when accepted and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

7.2   *Sprocket Security Warranties.* Sprocket Security shall perform the Sprocket Security Services in a timely and professional manner consistent with industry standards, and in conformance in all material respects with the requirements set forth in the applicable order document.

7.3   *End User Warranties.* End User represents and warrants that (a) it owns or has sufficient license or other legal rights to authorize the Sprocket Security Services with respect to all End User Materials; (b) the End User Materials do not infringe or otherwise misappropriate or violate (i) any third party intellectual property rights including, but not limited to, patents, trade secrets, trademarks, and copyrights or (ii) any other rights; and (c) it will not use the Service for any purpose other than as described in Sprocket Security's order and addenda. End User shall immediately notify Sprocket Security in writing if End User becomes aware of any actual or suspected infringement, misappropriation, or other violation of rights by the authorization provided by End User to Sprocket Security with respect to the Sprocket Security Services.

7.4   ***Disclaimer of Warranties.*** OTHER THAN AS PROVIDED HEREIN, THE SPROCKET SECURITY SERVICES, THE SPROCKET SECURITY PLATFORM and ANY CONTENT AND INFORMATION PRESENTED ON OR VIA THE SPROCKET SECURITY SERVICES OR THE SPROCKET SECURITY PLATFORM ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, TIMELINESS, ACCURACY, COMPLETENESS, RELIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR SAFETY. ANY ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SPROCKET SECURITY OR ITS AUTHORIZED REPRESENTATIVES, OR BY SPROCKET SECURITY PERSONNEL, WILL NOT BE DEEMED TO CREATE ANY WARRANTY. WITHOUT LIMITING THE FOREGOING, NEITHER SPROCKET SECURITY NOR ITS LICENSORS WARRANT THAT ACCESS TO THE SPROCKET SECURITY SERVICES OR THE SPROCKET SECURITY PLATFORM WILL BE UNINTERRUPTED OR THAT THE SPROCKET SECURITY SERVICES OR THE SPROCKET SECURITY PLATFORM WILL BE ERROR-FREE.

8.   Indemnification.

8.1   ***By End User.*** End User shall defend, indemnify, and save harmless Sprocket Security and its officers, directors, employees, Sprocket Security Personnel, agents and representatives ("*Indemnified Sprocket Security Parties*") from and against any and all damages, liabilities, losses and other costs (including without limitation reasonable attorneys' fees) relating to any claim, demand, suit, or any other proceeding brought by a third party ("*Claim*") against any Indemnified Sprocket Security Party arising from or relating to (i) any actual or alleged violation or infringement of any proprietary right of any third party (including, but not limited to, any patent, copyright, trademark, trade secrets or any other intellectual property rights) by the End User Materials or the use thereof by Sprocket Security or Sprocket Security Personnel in accordance with this Agreement; and (ii) any actual or alleged misuse of the Sprocket Security Platform. This Section 8.1 will not apply to any Claim to the extent that the Claim arises out of (a) any unauthorized modification of the End User Materials by Sprocket Security or any Sprocket Security Personnel, or (b) any combination of the End User Materials with other products, services or materials not authorized by End User.

8.2   ***By Sprocket Security.***

(a)   Sprocket Security shall defend, indemnify, and save harmless End User and its officers, directors, employees, agents and representatives ("*Indemnified End User Parties*") from and against any and all damages, liabilities, losses and other costs (including without limitation reasonable attorneys' fees) relating to any Claim against any Indemnified End User Party arising from or relating to any actual or alleged violation or infringement of any proprietary right of any

third party, (including, but not limited to, any patent, copyright, trademark, trade secrets or any other intellectual property rights) by the Sprocket Security Services or Sprocket Security Platform. This Section 8.2(a) will not apply to any Claim in the event and to the extent that the Claim (i) arises out of or is related to (A) any modification of the Sprocket Security Services or Sprocket Security Platform other than by Sprocket Security, (B) any combination of the Sprocket Security Services or Sprocket Security Platform with other products, services or materials not authorized by Sprocket Security, or (C) End User's failure to use the replacement or modification provided by Sprocket Security pursuant to Section 8.2(b), or (ii) is subject to indemnification by End User pursuant to Section 8.1.

(b)   If Sprocket Security believes the Sprocket Security Services and/or Sprocket Security Platform infringe or may be alleged to infringe any third party proprietary right, then Sprocket Security may, in addition to its indemnification obligations set forth above, and at its sole option and expense: (i) procure for End User the right to use the allegedly infringing Sprocket Security Services or Sprocket Security Platform, as applicable, (ii) replace the Sprocket Security Services or Sprocket Security Platform, as applicable, with other non-infringing services or products, or (iii) modify the Sprocket Security Services or Sprocket Security Platform, as applicable, so that it does not infringe. If none of (i) through (iii) is commercially feasible, Sprocket Security may terminate this Agreement immediately upon written notice to End User. This Section 8.2 states the entire liability and obligations of Sprocket Security, and the exclusive remedy of End User, with respect to any actual or alleged infringement of any third-party proprietary rights in connection with this Agreement.

8.3   ***Indemnification Procedure.*** The indemnification obligations above in Sections 8.1 and 8.2 are contingent on the indemnified party (a) promptly notifying the indemnifying party of any Claim (provided that the indemnified party's failure to provide such prompt notice will not release the indemnifying party from its indemnification obligations except to the extent the indemnifying party is materially prejudiced thereby); (b) providing the indemnifying party with any reasonable information and assistance needed to defend or settle the Claim (provided the indemnifying party bears any out of pocket expenses incurred by the indemnified party in providing such assistance or information) and (c) allowing the indemnifying party the right to have sole control of the investigation, defense and settlement of the Claim, provided that the indemnifying party will not enter into any settlement of a Claim that: (i) imposes a monetary obligation on the indemnified party that is not covered by the indemnification; (ii) imposes a material, non-monetary obligation on the indemnified party, (iii) does not include an unconditional release of the indemnified party; or (iv) admits liability on the part of the indemnified party without the indemnified party's prior written consent, which will not be

unreasonably withheld or delayed. The indemnified party shall have the option, at its expense, to participate in the defense or settlement of the Claim with counsel of its own choosing.

9.   *Limitation of Liability*. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR AMOUNTS PAYABLE BY A PARTY PURSUANT TO SECTION 8 (INDEMNIFICATION), (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE OTHER PARTY, FOR ANY LOST PROFITS, LOSS OF DATA, EQUIPMENT DOWNTIME OR FOR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND (B) IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, FROM ALL CAUSES OF ACTION OF ANY KIND, EXCEED THE TOTAL AMOUNT OF FEES PAID BY END USER FOR THE SPROCKET SECURITY SERVICES PROVIDED TO THE END USER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

10.   **Term and Termination**.

10.1   **Term.** This Agreement shall continue in full force and effect during the Subscription Period unless earlier terminated in accordance with this Agreement.

10.2   **Termination.** Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party materially breaches this Agreement and does not cure such breach within twenty (20) days following its receipt of written notice thereof from the non-breaching Party. Sprocket Security may terminate this Agreement (a) for any reason upon thirty (30) days prior written notice to End User, and (b) immediately, with or without prior notice, if Sprocket Security determines, in its sole discretion, that any End User Material violates the warranties set out in Section 7.3.

10.3   *Effect of Termination.*

(a)   Except as otherwise expressly provided herein, upon any expiration or termination of this Agreement, all rights, licenses and obligations of the Parties shall immediately cease and terminate. Termination or expiration of this Agreement will not relieve or release either Party from any liability which, at the date of termination, has already accrued to the other Party.

(b)   Upon any expiration or termination of this Agreement each Party shall promptly return to the other Party all Confidential Information of the other Party in its possession or under its control, or, upon written request of the other Party, destroy all Confidential Information in its possession

(c)   Notwithstanding anything to the contrary in the foregoing, the provisions of this Section 10.3 and of Sections 1.1–9, shall survive the termination or expiration of this Agreement in accordance with their terms.

11.   RESERVED.

12.   General.

12.1   ***Publicity.*** Sprocket Security shall have the right to use and display End User's name and logo on Sprocket Security's website and in other advertising and marketing materials and to otherwise disclose that End User is a client of Sprocket Security.

12.2   ***Governing Law.*** The validity, construction and interpretation of this Agreement, and the rights and duties of the Parties, shall be governed by and construed in accordance with the laws of the State of Wisconsin, U.S.A., without giving effect to the conflict of law provisions thereof, and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods. The Parties hereto consent to the jurisdiction of the state and federal located Dane County, Wisconsin in connection with any controversy arising out of this Agreement and agree not to bring any action in any other jurisdiction.

12.3   ***Waiver and Amendment.*** No waiver, amendment or modification of any provision hereof or of any right or remedy hereunder shall be effective unless made in writing and signed by the Party against whom such waiver, amendment or modification is sought to be enforced, and this Agreement may only be amended by a writing signed by both Parties. No failure by any Party to exercise, and no delay by any Party in exercising, any right, power or remedy with respect to the obligations secured hereby shall operate as a waiver of any such right, power or remedy.

12.4   ***Assignment.*** End User shall not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Sprocket Security. Sprocket Security shall have the right to freely assign this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and the permitted assigns of the respective Parties hereto.

12.5   ***Force Majeure.*** Neither Party shall be liable under this Agreement by reason of any failure or delay in the performance of its obligations under this Agreement on account of, riots, insurrections, fires, floods, storms, explosions, acts of nature, acts of terrorism, war, governmental action, labor conditions, earthquakes, or any other cause that is beyond the reasonable control of such Party.

12.6   ***Notices.*** All notices required by or permitted under this Agreement shall be in writing and shall be deemed given as of the day personally delivered or electronic mail (provided that delivery to the recipient is confirmed), or sent by express courier, each such delivery method

delivered, sent or addressed to the address set forth below the signature line, or at such other address as properly designated in writing from time to time.

12.7   **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be enforced to the maximum extent possible and the remaining provisions of this Agreement shall continue in full force and effect to the maximum extent permissible without being impaired or invalidated in any way.

12.8   **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

12.9   **Third Party Beneficiaries.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall confer any rights upon any person other than the Parties, and each such Party's respective successors and permitted assigns.

12.10   **Independent Contractors**. The relationship between the Parties is and shall be that of independent contractors. It is expressly agreed that nothing in this Agreement shall be construed to create or imply a partnership, joint venture, fiduciary or agency relationship, or contract of employment. Neither Party shall have the authority to make any statement, representation or commitment of any kind, or to take any action, that shall be binding on the other Party.

12.11   **Headings.** The headings used in this Agreement are for convenience only and shall not be considered part of the Agreement.

12.12   **Entire Agreement.** This Agreement along with Sprocket's order, constitute the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, written or oral, between the Parties hereto with respect to the subject matter hereof.