



INTUIZI PLATFORM SERVICES AGREEMENT

BACKGROUND

Intuizi provides a software and infrastructure platform (the "Intuizi Platform") that enables the comparison, enrichment, analysis and reporting of various data by Client. The parties wish to enter into an agreement to allow Client to utilize the Intuizi Platform and the services contained therein ("Services").

NOW, THEREFORE, in consideration of the mutual obligations, representations and warranties contained in this Agreement, the Parties agree as follows:

1. INTERPRETATION

1.1 The definitions and rules of interpretation set out below shall apply to this Agreement.

1.2 In this Agreement the following terms shall have the following meanings (save where the context clearly and unambiguously requires otherwise):

"Agreement": this Intuizi Platform Services Agreement, Schedules A and B, and all schedules or annexes attached hereto or referred to herein.

"CCPA": shall mean the California Consumer Privacy Act of 2018 covering California residents that went into effect January 1, 2020.

"Change of Control": means the sale of all or substantially all of the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transactions.

"Client": means the entity specified as such in Schedule A or Schedule B hereto.

"Client Data": all data provided to Company by Client via, or in relation to the Services, which the parties intend not to include Personal Data or Personal Information, because all Personal Data or Personal Information has been "pseudonymized" (as required by GDPR) or "de-identified" (as required by CCPA).

"Company": means *Intuizi, Inc.*, a Delaware corporation.

"Confidential Information": means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or sub-contractors involved in the provision or receipt of the Services who need to know the confidential information in question ("**Representatives**") to the other party and that party's Representatives in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.



“Data”: means information provided by one party to this agreement to the other in an electronic format.

“Data Controller”: shall have the meaning of ‘data controller’ set out in Article 4(7) of the GDPR or the equivalent provision of any enabling legislation.

“Data Processor”: shall have the meaning of ‘processor’ set out in Article 4(8) of the GDPR or the equivalent provision of any enabling legislation.

“Data Protection Legislation” or “DPL”: means all applicable laws, regulations and codes of conduct which relate to the protection of Personal Data and privacy including without limitation the GDPR, and such legislation as may update, implement, amend and/or succeed them from time to time.

“Data Subject”: means a living individual who is the subject of Personal Data (GDPR).

“De-identified”: has the meaning set out in the CCPA.

“Derivative Works”: means any work, whether in source code, object code, or executable form, that is based on (or derived from) the Source Code only and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship.

“Effective Date”: means the date on which this Agreement is accepted by Client, or such date as may be set out on the Schedules.

“Fees”: means all fees set out in this agreement, including the Processing Fee, and any other fees owed to the relevant party by the other;

“GDPR”: means Regulation (EU) 2016/679.

“Initial Term”: means a period of 12 months commencing on the Effective Date, or such other term as may be specifically stated in the Schedules.

“Intellectual Property Rights”: means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other Intellectual Property Rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Intuizi Platform Data”: means all Data and/or Client Data which is processed by Company for the purposes of providing the Services, including for the avoidance of doubt all data products which Company may create using aspects of Client Data (including for the avoidance of doubt any



databases which it may generate or enhance using Client Data). Intuizi Platform Data shall not be construed to mean Client Data.

"Personal Data": has the meaning set out in Article 4(1) of the GDPR.

"Personal Information": has the meaning set out in Section 1798.140 (o)(1)-(2) of the CCPA.

"Processing" or "Process": have the meaning of 'processor' set out in Article 4(2) of the GDPR.

"Prohibited Content": means any material that is or contains malware, viruses, or other potentially destructive computer programs and security threats.

"Pseudonymisation": has the meaning set out in Article 4(5) of the GDPR.

"Raw Format": means, in relation to Data, the format in which that Data is originally supplied to a party, prior to any form of processing, extraction, or other analysis taking place;

"Services": the services provided by Company, either to Client or a 3rd party.

"Service Provider": has the meaning set out in the CCPA.

2. USE OF INTUIZI PLATFORM

- 2.1 Subject to the terms and conditions of this Agreement, Company hereby grants to Client a non-exclusive, revocable, non-transferrable, non-sub licensable license during the Term to access and use the Service solely for the purpose described in Schedule A or Schedule B. Any rights not expressly granted by Company to Client herein are reserved by Company.
- 2.2 Except as expressly permitted in this Agreement, Client agrees not to: (a) reproduce or distribute the Service, or any element thereof; (b) use or authorize use of the Service for any purpose not specified in this Agreement; (c) copy, transfer, sell, lease, syndicate, or use for co-branding, timesharing, service bureau, arbitrage or other unauthorized purposes the Service or access thereto; or (d) modify, prepare derivative works of, translate, reverse engineer, decompile, or disassemble the Service or any portion thereof, or attempt to do any of the foregoing.
- 2.3 As between the parties, Company owns and retains all right, title and interest in and to the Service and all software, databases and other aspects and technologies related to the Service, any enhancements, modifications or derivative works thereof, any materials made accessible to Client by Company through the Service or otherwise, and all intellectual property rights in and to all of the foregoing.
- 2.4 Company may make third party services available to Client on the Intuizi Platform. Such third party services may change at any time. Client is solely responsible for the security of its accounts with such third party services and shall be responsible for any activities of any person authorized by Client.



2.5 Company represents and warrants that it will employ sufficient administrative, physical, and technical safeguards (the “**Safeguards**”) to prevent the unauthorized collection, access, disclosure, and use of Client Data. Without limiting the foregoing, Company agrees to (i) use, at a minimum, commercially reasonable practices to Safeguard the Client Data, whether at rest or in transport, (ii) encrypt all Client Data at rest or in transport, (iii) ensure that only its employees, representatives, agents, contractors, and subcontractors who have a need to know such information may access it, and then, only if such individuals comply with obligations that are no less stringent than the ones in this section.

2.6 Support/Service Level Performance

2.6.1 The Intuizi Platform will operate and otherwise comply and function in all material respects on an uptime basis of 99% over a rolling annual basis. If an incident disrupts Client’s use of the Platform, then Company shall respond as follows:

Critical Priority Incident rendering the Platform inoperative: Company shall respond to Client within one hour of notice and shall immediately begin replicating and verifying the problem.

High Priority Incident degrading the operations and use of the Platform: Company shall respond to Client within four hours of notice and shall immediately begin replicating and verifying the problem.

Medium Priority Incident affecting the operations of, but not degrading, the Platform: Company shall respond to Client within six hours of notice and immediately begin identifying and verifying the problem during normal business hours.

Low Priority Incident having a minor impact on the operations of the Platform: Company shall respond to Client within eight hours of notice if alerted between 6:00 a.m. – 8:00 p.m. PST Monday through Friday and shall begin identifying and verifying the problem within two business days.

3. CLIENT'S OBLIGATIONS

3.1 Client shall:

3.1.1 provide Company with:

3.1.1.1 all reasonably requested co-operation in relation to this Agreement; and

3.1.1.2 all necessary access to such information as may be required by Company, including in particular all such information as Company may require in order to satisfy itself that Client has at all material times complied with all applicable privacy laws;

in order to enable Company to perform its obligations pursuant to this Agreement and to lawfully process the Client Data in the fashion contemplated by this Agreement;



- 3.1.2 comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 3.1.3 carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in Client's provision of such assistance as agreed by the parties, Company may adjust any agreed timetable as reasonably necessary;
- 3.1.4 ensure that its network, security protocols and systems comply with the relevant specifications provided by Company from time to time;
- 3.1.5 make no attempt to "re-identify", as that term is defined in the CCPA, any data received from the Intuizi Platform that is not entirely Client Data;
- 3.1.6 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Company's data center, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Client's network connections or telecommunications links or caused by the internet.

4. USE AND LEGAL STATUS OF DATA

Client Data

- 4.1 Client shall provide Company with the Client Data described in the Schedules and for the purposes specified in the Schedules.
- 4.2 Client specifically authorizes Company to use the Client Data described in clause 3.1 in order to provide the Services and as set forth in this Agreement.

Legal Status of the Parties

- 4.3 For the purposes of CCPA, Company's Services are performed for Client a Service Provider.
- 4.4 For the purposes of GDPR, Company shall be:
 - 4.4.1 a Data Processor in respect of all Personal Data inherent in Client Data which it receives from the Client and which it holds, stores, or otherwise processes in its Raw Format for the purpose of providing the Services; and
 - 4.4.2 to the extent such data is Personal Data, a Data Controller in respect of all Intuizi Platform Data which it processes for any reason; and

the parties agree that Company shall own all Intellectual Property Rights inherent in any Intuizi Platform Data and Client shall own all Intellectual Property Rights inherent in any Client Data. Intuizi shall not provide access to Client Data to anybody other than Client's Representatives. Client shall not provide access to Intuizi Platform Data to anybody other than Client's Representatives with whom



which Client has written Confidential Information agreements in effect with terms at least as restrictive as those in Section 10, below.

Creation and Use of Intuizi Platform Data

- 4.5 Company shall be entitled to process Client Data for the purposes of creating Intuizi Platform Data, which may consist of datasets that comprise Data originally provided by Client with various other data provided by third parties. Any such datasets shall be anonymised, pseudonymised, or otherwise treated so as to obscure the identity of the source and any individual Data Subjects or consumers to which the data contained within them relates.
- 4.6 The parties acknowledge that Intuizi Platform Data, including but not limited to location data, will consist of datasets which are used and stored in a manner that does not require or allow the identification of any individual person or Data Subject by Company. Intuizi Platform Data shall be treated accordingly for the purposes of Data Protection Legislation and any applicable privacy law.
- 4.7 Company shall have exclusive control over the creation and use of Intuizi Platform Data, as well as the purposes to which such datasets may be put. Company makes no warranty that any particular Client Data will or will not be used for the purposes of creating Intuizi Platform Data.

Warranties and acknowledgements in relation to Data

- 4.8 Client warrants to Company that:
 - 4.8.1 it has and will maintain all necessary rights, licenses, consents and authorizations to transmit the Client Data to Company and to permit it to be processed for the purposes contemplated by this Agreement;
 - 4.8.2 it shall comply with all applicable privacy laws in all respects at all times; and
 - 4.8.3 all Client Data which it transmits to Company will be accurate and up to date and that it shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of that data.
- 4.9 Company warrants to Client that:
 - 4.9.1 it will comply with applicable privacy law at all relevant times and shall process Client Data only as specified in this Agreement; and
 - 4.9.2 it will ensure that Intuizi Platform Data is only made available to third parties which have undertaken to use it in a lawful and compliant manner; and
 - 4.9.3 it will not sell Personal Information obtained from Client in a manner prohibited by CCPA or other applicable law.
- 4.10 Company warrants to Client that, where it is a Service provider or Data Processor in relation to Data it shall:



- 4.10.1 having regard to the reasonably available state of the art of technological development, the nature of the processing in question, the cost of implementation, and the material risk to the rights of affected Data Subjects, take appropriate technical and organizational measures to secure relevant Personal Data against the unauthorized or unlawful processing and against the accidental loss or destruction;
- 4.10.2 to the extent Personal Data is received inside the European Economic Area, it will not transfer such Personal Data outside of the European Economic Area:
 - 4.10.2.1 without the prior authorization of Company; or
 - 4.10.2.2 without ensuring that adequate safeguards have been put in place to ensure that the rights of Data Subjects are respected and protected; or
 - 4.10.2.3 unless the same is strictly necessary for the performance of its obligations hereunder;
- 4.10.3 it will assist Client, insofar as reasonably possible, in responding to any requests made by any relevant Data Subject which concerns the exercise of that Data Subject's rights under the GDPR, or a consumer under the CCPA, subject to Company reimbursing it for the cost of the same;
- 4.10.4 it shall report to Client any suspected data breach concerning Personal Data or Personal Information which comes to its attention and shall provide reasonable assistance to Client in informing the relevant regulator and/or affected consumers or Data Subjects, subject always to the Company reimbursing it for the cost of the same;
- 4.10.5 it shall, on request, take reasonable steps to demonstrate to Client, to the extent that is reasonable given the nature of the processing in question, that it complies with Data Protection Legislation in relation to the Client Data;
- 4.10.6 at the conclusion of this Agreement and on receipt of written notification to do so by the Client, return or destroy all Client Data which is then in its possession; and
- 4.10.7 it shall not appoint sub-processors of Personal Data or Personal Information without first obtaining prior authorization from the Client.

Other Matters

- 4.11 Client hereby grants to Company a non-exclusive, non-transferable perpetual, irrevocable, fully paid-up right and license to use the Client Data for:
 - 4.11.1 the provision of the Services contemplated by this Agreement; and
 - 4.11.2 to produce Intuizi Platform Data on the basis set out in clause 3.4 for the Company's business operations which for the avoidance of doubt, and without limitation, shall include using Intuizi Platform Data to provide analytics, consultancy and other services to



third parties (for the avoidance of doubt, the Company will not use any Client Data to re-identify de-identified or pseudonymized data).

4.12 Client's privacy policy governing Client's acquisition of the data contained in the Client Data shall:

- 4.12.1 be clearly labelled as such;
- 4.12.2 comply with the requirements of the GDPR, when applicable;
- 4.12.3 comply with requirements of the CCPA, when applicable; and
- 4.12.4 comply with all other applicable legal requirements.

5. FEES AND PAYMENT

- 5.1 Client shall pay to Company the Fees monthly in advance on the first day of each month, if applicable.
- 5.2 All fees or other sums payable under this Agreement are stated exclusive of any applicable taxes or duties for which Client shall be additionally liable and shall be paid in cleared funds to such bank account or in such other manner as Company may specify from time to time without any set-off deduction or withholding.
- 5.3 Without prejudice to its other rights and remedies, if any sum payable to Company by Client is not paid within the timeframes specified in this Section 5 Company may suspend the License and the performance of its other obligations under this Agreement; and/or charge interest on a daily basis at the maximum rate permitted.
- 5.4 The Company reserves the right to increase any of the fees payable under this Agreement at any time after the Initial Term, by giving the Client thirty days written notice of the relevant increase.

6. INDEMNITY

- 6.1 Client shall defend, indemnify and hold harmless Company, its officers, directors and employees against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Client's breach of its warranties under this Agreement.
- 6.2 Company shall defend Client, its officers, directors and employees against any claim brought against Client as a result of any breach by Company of its warranties under this Agreement which does not arise as a result of Client's failure to obtain the necessary consents to permit Company to process the Client Data in the fashion contemplated by this Agreement (or any other act or omission of Client which represents a breach of its obligations hereunder).
- 6.3 For a party indemnified by the terms of this Agreement (an "**Indemnified Party**") to be eligible to receive the benefit of an indemnity offered by the other (the "**Indemnifying Party**"), the Indemnified Party must:

- 6.3.1 give the Indemnifying Party immediate notice of any claim that it reasonably considers might engage the relevant indemnity;
- 6.3.2 make no admission of liability or offer to settle in respect of any such claim without first receiving written permission from the Indemnifying Party;
- 6.3.3 give to the Indemnifying Party all reasonably requested co-operation and assistance in the defense and settlement of such claim; and
- 6.3.4 give the Indemnifying Party sole authority to defend or settle the relevant claim.

7. LIMITATION OF LIABILITY

- 7.1 Except as expressly stated in Section 6, Company shall have no liability for any losses or damages which may be suffered by Client (or any person claiming under or through the Client), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence), breach of statutory duty or otherwise howsoever, which fall within any of the following categories: (i) special damages, even though Client was aware of the circumstances in which such special damages could arise; (ii) lost profits; (iii) lost anticipated savings; (iv) lost business opportunity; (v) lost goodwill; and/or (vi) lost or damaged data.
- 7.2 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND EACH PARTY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND THAT THE SERVICE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, AND SECURE OR OPERATE WITHOUT ERROR OR THAT ANY ELEMENT OF THE SERVICE `WILL OPERATE WITHOUT ERROR.
- 7.3 The exclusions in clause 7.1 shall apply to the fullest extent permissible at law but Company does not exclude liability for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be excluded by law.
- 7.4 In any event, Company's total aggregate liability for all claims which arise out of this Agreement shall not exceed the total value of the Fees paid by Client to Company in the twelve month period that preceded the first event which gave rise to Client's first right to make any claim (or issue any other form of proceedings) against Company.
- 7.5 Company shall not be liable for any loss or damage of whatsoever nature suffered by Client arising out of or in connection with any act, omission, misrepresentation or error made by or on behalf of Client or arising from any cause beyond Company's reasonable control.



- 7.6 Client agrees and acknowledges that Company is in no way liable for any virus or other contaminants which enter the Client's email system or computer network via email, any API, or any other vector.
- 7.7 Company shall not be liable for any interruptions to the Services or outages arising directly or indirectly from: (i) interruptions to the flow of data to or from the internet; (ii) the effects of the failure or interruption of services provided by third parties; (iii) factors set out in Section 11; (iv) problems with Client's equipment and/or third party equipment; and/or (v) interruptions to the Services requested by the Client.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Client acknowledges and agrees that Company and/or its licensors own all Intellectual Property Rights in its software and all associated documentation. Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the documentation.
- 8.2 Company confirms that it has all the rights in relation to the Services and the documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 8.3 Client undertakes to promptly bring to the attention of Company all relevant claims or contemplated claims of which it becomes aware which it considers may infringe the Company's rights pursuant to this clause 7.
- 8.4 If Client provides input, suggestions, ideas, reviews, recommendations, corrections, comments, or other feedback regarding problems with or proposed modifications of improvements to the Services ("Feedback"), then Client hereby grants to Company an unrestricted, non-exclusive, worldwide, royalty-free, perpetual, irrevocable, freely sub-licensable and freely transferable right and license to use the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

9. TERM AND TERMINATION

- 9.1 This Agreement shall commence on the Effective Date and will run for the Initial Term and thereafter until terminated in accordance with its terms.
- 9.2 From the conclusion of the Initial Term either party may terminate this Agreement for any reason by giving the other six (6) months' written notice.
- 9.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (i) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or (ii) either party files a petition in bankruptcy, or other insolvency



proceedings are filed against a Party, or if an application is made for the appointment of a receiver for the property of a party, or if a Party makes an assignment for the benefit of creditors, is unable to pay its debts regularly as they become due, or ceases to carry on business in the ordinary course.

9.4 On termination of this Agreement for any reason:

- 9.4.1 Client shall cease to provide Client Data to Company and Company shall cease collecting the same from Client;
- 9.4.2 Client shall accept full liability for all Data which it transfers to Company after the date on which termination takes place and shall indemnify on the demand Company against all loss or damage which it may suffer as a result of receiving such Data;
- 9.4.3 Within seven business days of the termination, Company shall delete or otherwise destroy all Client Data on the Intuizi Platform, and shall provide written confirmation of the same;
- 9.4.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced; however
- 9.4.5 the parties recognize that the termination of this Agreement shall not obligate Company to delete, destroy or return any Intuizi Platform Data or to refrain from using any Intuizi Platform Data for any purpose originally permitted by this Agreement.

10. CONFIDENTIALITY

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

- 10.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
- 10.1.2 was in the other party's lawful possession before the disclosure;
- 10.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- 10.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
- 10.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.



- 10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 10.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 10.5 Client acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Company's Confidential Information.
- 10.6 Company acknowledges that the Client Data is the Confidential Information of the Client. Client acknowledges that the Intuizi Platform Data is the Confidential Information of Company.
- 10.7 This Section 10 shall survive termination of this Agreement, however arising.
- 10.8 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11. FORCE MAJEURE

Company shall have no liability to Client under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration.

12. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

13. MODIFICATION/AMENDMENT

No modification or amendment of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

14. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. SEVERANCE

- 16.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 16.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

17. ENTIRE AGREEMENT

- 17.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 17.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

18. ASSIGNMENT

- 18.1 Client shall not, without the prior written consent of Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 18.2 Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.



19. THIRD PARTY RIGHTS

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns).

20. NOTICES

Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this Agreement.

20.1 GOVERNING LAW

To the fullest extent permitted by law, this Agreement is governed by and construed in accordance with the laws of the State of Florida, USA, without regard to its conflicts of law principles or provisions.

20.2 DISPUTE RESOLUTION

The Parties shall submit all disputes, controversies, or claims arising out of or relating to this Agreement to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in Orlando, Florida. One arbitrator shall finally determine the arbitration, and judgment on the award rendered may be entered in any court having jurisdiction thereof.

DISPUTE LIMITATION

With the exception of a claim relating to SECTION 5, the Parties must file any claim arising out of or relating to this Agreement or the use of the Service within one year after the event giving rise to it, or the claim is forever barred.