



## **PROFESSIONAL SERVICES TERMS AND CONDITIONS**

THE TERMS AND CONDITIONS GOVERN YOUR USE OF OUR CUSTOM SERVICES.

BY ACCEPTING THIS AGREEMENT, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ENTITY AND ITS CORPORATE RELATED ENTITIES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS CORPORATE RELATED ENTITIES. 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 CUSTOM SERVICES.

This Agreement was last updated on October 1, 2020. It is effective between You and Us as of the date of You accepting this Agreement.

### 1. DEFINITIONS

“Client Code” means the programming and other intellectual property created pursuant to a Change Request and delivered to You via a code repository such as GitHub.

"Corporate Related Entity" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity and uses the Infrastructure. "Control," for purposes of this definition, means ownership or control, either directly or indirectly, of more than 50% of the voting interests of the subject entity.

"Customer" means a person authorized by You to use the Infrastructure and/or authorize and make changes to your applications. Customers may include but are not limited to Your employees, consultants, contractors and agents, independent representatives, distributors, affiliates, and third parties with which You transact business.

“Custom Change Request Ticket” means the online system maintained by Us, accessible via the Exigo Admin, which must be utilized by You to open tickets for custom programming and customizations.

“Custom Services” means custom programming and features as well as consulting and training including, but not limited to, order calculation programming, data management, commission plan programming, project management, third party integrations, internationalization, and web programming. Custom Services are provided "AS IS" with no express or implied warranty.

"Infrastructure" means the edition of the Exigo Admin You ordered from Exigo VI E Cell, the API's, SYNC SQL, and software development kits (SDK's).

"Integrators" means the third parties that work in or on applications or direct integrations of applications that interoperate with the Infrastructure. We may list, add, or remove Integrators at Our discretion.

"Malicious Code" means time bombs, Trojan horses, viruses, worms, and other harmful or malicious code, agents, files, programs or scripts.

"Non-Exigo Applications" means online applications and offline software products that are provided by entities or individuals other than Us, and that interoperate with the Infrastructure, including but not limited to any listed on our website as Integrators and those identified by a similar designation.

"Order Form" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us or any of Our Corporate Related Entities, including addenda and supplements thereto. By executing an Order Form, a Corporate Related Entity agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms are deemed to be incorporated herein by reference.

"Pre-Existing Materials" means all document, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by Us in connection with performing the services hereunder, in each case developed or acquired by Us prior to the commencement of, or independently of, this Agreement.

"We," "Us" or "Our" means the Exigo Office, Inc. company described in Section 16 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement and Corporate Related Entities of that company or entity.

"Your Data" means all electronic data or information submitted or stored by You or Your Customers to the Infrastructure. It is understood that the only data that We can return to You upon termination of services is data previously available to You via a currently exposed data retrieval method.

## 2. CUSTOM SERVICES AND FEES

2.1. Custom Services. You can request Custom Services such as custom programming through a Custom Change Request Ticket. All Custom Change Request Tickets and support for same, that We accept, will be billed through a customer pre-approved ticket request. Upon Your entering a Custom Change Request Ticket in the ticketing system, We shall review Your ticket request. You may request an estimate of the time to complete the Custom Change Request Ticket. Acceptance

of an estimate by Customer is binding. You will be billed for contract labor hours, in fifteen-minute increments, actually performed to complete the work regardless of whether or not You use the results. You may cancel a Custom Change Request Ticket at any time; however, You are responsible for actual labor hours performed prior to cancellation. Invoices will be sent weekly and are due upon receipt. Please note that custom programming requested by You to be performed outside of support hours (9:00 a.m. to 6:00 p.m. Central Time, Monday through Friday) will be charged at a rate 50% higher than the standard billable rate. Customer support for Custom Services, including compensation plan programming, will be billed at the same hourly rates as custom programming. Custom Services are provided "AS IS" with no express or implied warranty. Custom Services includes, but are not limited to order calculation programming, data management, commission plan programming, project management, third party integrations, internationalization, training, consulting and web programming.

2.2. Fees. You shall pay all fees specified in all Order Forms hereunder. Invoices will be sent weekly and are due upon receipt. All payments from You to Us must be made via ACH transfer via the payment protocol provided by Our accounts receivable department.

2.3 Past Due Charges. If any charges are not received from You by the due date, then at Our discretion, We may, beginning on the tenth day the charge is overdue, charge an administrative fee at 18% per annum for each occurrence. Additionally, if You are past due on any invoices or charges due and owing to Us, We may place You on support hold wherein We will stop working on Custom Change Request Tickets and You will not be allowed to enter new Custom Change Request Tickets until all fees and charges are current. In the case of an ACH payment being rejected for non-sufficient funds ("NSF"), We may attempt to process the charge again within 30 days. We may charge an additional \$25.00 fee for each attempt to process the charge which will be initiated as a separate transaction from the authorized recurring payment. Furthermore, if an ACH payment is returned, We will remove the ACH payment method and require payments to be made via wire transfer or certified funds.

2.4 Taxes. You are responsible for paying all Taxes, if any, associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 2.4, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with legally sufficient tax exemption certificates for each taxing authority. If at any time We do not collect Taxes at the time they are initially due, We reserve the right to retroactively bill You for the Taxes and You shall pay said Taxes.

### 3. Responsibilities and Duties

3.1. Our Responsibilities. We shall: (i) provide Custom Services only in accordance with applicable laws.

3.2. Your Responsibilities. You shall (i) be responsible for Your Customers', employees', and Integrators' compliance with this Agreement, (ii) be responsible for the accuracy, quality, and legality of Your Data and of the means by which Your Data is acquired, (iii) be responsible for the level of access that Your employees and Integrators have to the Custom Services (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Custom Services, and notify Us promptly of any such unauthorized access or use, (v) use the Custom Services only in accordance with applicable laws, and (v) comply with the policies of any credit card brand (e.g. Visa, MasterCard, American Express, or Discover) utilized in connection with the Custom Services. You shall not (a) make the Custom Services available to anyone other than Customers, Your employees, or Your Integrators, (b) use the Custom Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (c) use the Custom Services to store or transmit Malicious Code, (d) interfere with or disrupt the integrity or performance of the Custom Services or third-party data contained therein, or (e) attempt to gain unauthorized access to the Custom Services or their related systems or networks.

(a) The transmission, distribution, or storage of any data or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to, material or data which:

- (i) Infringes any copyright, trademark, trade secret, or other intellectual property right.
- (ii) Violates export control laws or regulations.
- (iii) Violates any party's confidentiality rights.
- (iv) Constitutes use or dissemination of child pornography.

3.3 Acceptance Testing. You are responsible to perform user acceptance testing to validate all custom work delivered by Us. You must update the ticket with any testing failures and We will work with You to resolve any failures.

3.4 You are responsible to deploy all custom work delivered by Us. As a normal course of business after You have completed and accepted Your testing, you can instruct Us to deploy custom work on Your behalf.

3.5 Stress/Load Testing. You are responsible to perform stress/load testing on all Custom Services prior to deployment.

#### 4. DATA PROTECTION AND RETENTION POLICY

4.1. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Your Data. We shall not disclose Your Data except as compelled by law in accordance with Section 9.3 (Compelled

Disclosure) or as expressly permitted in writing by You. We use industry best practices and protocols to protect Your data.

4.2. Clients Doing Business in the European Union. Clients doing business in the European Union must comply with the General Data Protection Regulation promulgated by the European Parliament and of the Council. As a data processor We only process Your Data with Your consent, for only as long as directed by You, and at Your direction in accordance with the General Data Protection Regulation.

4.3. California Consumer Privacy Act. Clients doing business in California or with California residents must comply with requests from individuals to access, delete, modify, or restrict the processing of their Personal Information., We only process Your Data with Your consent, for only as long as directed by You, and at Your direction in accordance with the California Consumer Privacy Act.

## 5. SUPPORT PROCEDURE AND ESCALATION FOR CUSTOM SERVICES SUPPORT.

5.1. Custom Services Support. Any custom services support requests or inquiries must be entered into a Custom Change Request Ticket. You will evaluate and determine the nature and urgency of the incident and enter a Custom Change Request Ticket during regular business hours from 9:00 a.m. to 6:00 p.m. Central Time, Monday through Friday. We will assign a resource and coordinate with You to schedule the resource to address the issue requiring support.

(a) If Client cannot process transactions or has a similar business critical issue, then Client may, in addition to entering a Custom Change Request Ticket, call Our support desk at 214-367-9999 (normal support desk, after hours answering service, or technician on cell phone). We will respond within one hour.

5.2 We do not jointly develop applications with others nor can We support third party applications.

5.3 Once You take over the code, then We may not support the custom application.

## 6. COMPENSATION PLAN AND PROGRAM AUDIT AND VALIDITY

6.1. We may custom program Your compensation and bonus plan according to written documentation supplied by You.

6.2. You accept full responsibility to audit and validate all compensation runs and bonus runs before releasing any payments. You shall hold Us harmless from all claims, losses, and liabilities resulting from deficiencies, inaccuracies, or omissions in the compensation and/or bonus program. In the event that errors are found, We shall use commercially reasonable efforts to correct errors in the compensation and/or bonus program.

## 7. NON-EXIGO PROVIDERS

7.1. Acquisition of Non-Exigo Applications and Infrastructure. We or third parties may from time to time make available to You third-party products or services, including but not limited to Non-Exigo Applications and implementation, customization and other consulting services. Any acquisition by You of such Non-Exigo products or services, and any exchange of data between You and any Non-Exigo provider, is solely between You and the applicable Non-Exigo provider.

## 8. PROPRIETARY RIGHTS

8.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to Our Pre-Existing Materials, including any intellectual property rights contained therein. We hereby grant Client a limited, irrevocable, perpetual, fully paid-up, royalty free, non-transferable, non-sublicenseable, worldwide license to use, display, execute, reproduce, distribute, transmit, modify (including to create derivative works that shall be subject to this Agreement), make, have made, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Custom Services solely to the extent reasonably required in connection with Client's receipt or use of the Custom Services. All other rights in and to the Pre-Existing Materials are expressly reserved by and to Us.

8.2. Residual Knowledge. The parties mutually acknowledge that during development of the Client Code and the performance of services hereunder, We and Our personnel and agents have and may become acquainted with certain general ideas, concepts, know-how, methods, techniques, processes, and skills pertaining to the Client Code (the "Residual Knowledge"). Notwithstanding anything in this Agreement to the contrary, and regardless of expiration or termination of this Agreement, Client hereby grants Us a perpetual, worldwide, non-cancelable, irrevocable, royalty free license to use the Residual Knowledge in conducting its business, other than the Client Code or Client's Confidential Information. Such license includes the right for Us to use the Residual Knowledge in providing services and/or creating and licensing programming, technologies, and other materials for Our other clients and for Ourselves and Our subsidiaries and affiliates, and Client acknowledges and agrees that it shall not assert against Us, Our personnel, or Our other clients any claim, prohibition, or restraint from using such Residual Knowledge. ANY SUCH LICENSE IS GRANTED "AS IS" AND "WITH ALL FAULTS." CLIENT HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF TITLE. CLIENT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE USE BY US OF SUCH RESIDUAL KNOWLEDGE AND WE SHALL FOREVER DEFEND, INDEMNIFY AND HOLD HARMLESS CLIENT IN THE EVENT OF ANY CLAIM OR LOSS INCURRED BY CLIENT ARISING OUT OF USE BY US OR OUR AFFILIATES, SUBSIDIARIES, LICENSEES OR ASSIGNEES OF SUCH RESIDUAL KNOWLEDGE.

### 8.3. Client Code.

(a) Client is, and shall be, the sole and exclusive owner of all right, title and interest in and to the Client Code, including all intellectual property rights therein. We agree that with respect to any Client Code that may qualify as “work made for hire” as defined in 17 U.S.C. §101, such Client Code are hereby deemed a “work made for hire” for Customer.

(b) Upon the reasonable request of Client, We shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect or record its rights in or to any Client Code. Any costs incurred by Us in connection with such documents (including review by legal counsel) shall be fully reimbursed by Client.

8.4. Your Applications and Code. If You or a third party acting on Your behalf utilizes the Custom Services in creating applications or program code, You authorize Us to host, copy, transmit, display, and adapt such applications and program code, solely as necessary for Us to provide the Custom Services in accordance with this Agreement. Subject to the above, We acquire no right, title, or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

8.5. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title, or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

8.6. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Customers, relating to the operation of the Custom Services.

## 9. CONFIDENTIALITY

9.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally, in writing, or otherwise, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Custom Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, compensation plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of

any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

9.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than commercially reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Corporate Related Entities' employees, contractors and agents who need access for purposes consistent with this Agreement. Dissemination of information used as part of an aggregate of other data is not a violation of this Section 9, so long as it is not identifiable that information is about any single Client specifically. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Corporate Related Entities and their legal counsel and accountants without the other party's prior written consent.

9.3. Compelled Disclosure. It is not a breach of this Section 9 (Confidentiality) if a Receiving Party discloses Confidential Information due to being compelled by law to do so. The Receiving Party shall give the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil or criminal proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9.4. Non-Disparagement. Both parties expressly acknowledge, agree, and covenant, that neither party will make, or induce or assist others in making, whether directly or indirectly, any public or private statements, comments, or communications in any form, which in any way would constitute libel, defamation, slander, or disparagement of either party or its affiliates or any of their employees, officers, partners, members, and/or directors, or which may be considered to be derogatory or detrimental to the good name or business reputation of either party; provided, however, that the terms of this provision shall not apply to any truthful testimony provided under oath as part of a legal proceeding.

9.5. Customer Name. This Agreement allows Us to include Your name or logo in Our general listing of customers, website and in any other materials or presentations. The general listing will not include any details about specific projects.



## 10. WARRANTIES AND DISCLAIMERS

10.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so and (ii) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (ii) if You or a Customer uploads a file containing Malicious Code into the Infrastructure and later downloads that file containing Malicious Code.

10.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so. You warrant that Your entering into this Agreement is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

10.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 11. INDEMNIFICATION

11.1. Indemnification by Us. We shall indemnify, defend, and hold You harmless against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Custom Services as permitted hereunder infringes or misappropriates any patent, copyright, or other intellectual property right of a third party (a "Claim Against You"), and shall indemnify You for any losses, costs, damages, expenses, and liabilities, including court costs and reasonable legal fees, suffered or incurred by You in connection with any claim, demand, suit, or proceeding as a result of, and/or for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You upon Your obtaining knowledge of the Claim; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Infrastructure may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Custom Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, or (ii) obtain a license for Your continued use of the Custom Service in accordance with this Agreement.

11.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by (1) a third party alleging that Your Data, or Your use of the Custom Services in breach of this Agreement, infringes or misappropriates any patent, copyright, or other intellectual property rights of a third party or violates applicable law, or (2) Your Customer or end user for any act or omission of You (a "Claim Against Us"), and shall indemnify Us for any

damages, attorney's fees and costs for any losses, costs, damages, expenses, and liabilities, including court costs and reasonable legal fees, suffered or incurred by Us in connection with any claim, demand, suit, or proceeding as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us upon Our obtaining knowledge of the Claim; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

11.3. Exclusive Remedy. This Section 11 (Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

## 12. NON-SOLICITATION

12.1. Non-Solicitation. You shall not solicit, hire or engage any employee of Ours or former employee within eighteen months of the employee's departure from Us. The parties agree that Our employees represent a significant investment in recruitment and training, the loss of which would be detrimental to Our current and future business and profits. The parties further recognize that determining damages in the event of a breach of this provision is very difficult and therefore agree that if You breach this provision and hire or engage Our personnel covered hereunder, then You shall pay to Us damages for the breach (exclusive of any other remedy provided herein) of an amount equal to the greater of twelve times the last month of compensation paid to said personnel by Us or 70% of the annual compensation to be paid by You. This clause shall endure 2 years beyond the term of this Agreement.

## 13. LIMITATION OF LIABILITY

13.1. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OR DATA) HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 14. TERM/CANCELATION OF CUSTOM SERVICES.

14.1 Term. This Agreement shall commence on the Effective Date contained in an Order Form and continues until (a) the completion of the Custom Services to be provided or (b) You provide thirty-days written notice of cancellation.

14.2 Surviving Provisions. Section 2.2 (Fees), Section 2.3 (Past Due Charges), Section 2.4 (Taxes), Section 8 (Proprietary Rights), Section 9 (Confidentiality), Section 10.3 (Disclaimer), Section 11 (Indemnification), Section 12 (Non-Solicitation), Section 13 (Limitation of Liability), Section 1617 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and Section 17 (General Provisions) shall survive any termination or expiration of this Agreement.

## 15. ASSIGNMENT.

15.1 Assignment. You may not assign any of Your rights or obligations hereunder.

15.2 If You assign this Agreement in breach of this section, then We may elect to terminate this Agreement upon written notice to You.

## 16. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

### 16.1. General.

You are contracting with Exigo Office, Inc. doing business as Exigo Professional Services a corporation formed under the laws of the State of Texas with its principal office at 1600 Viceroy Drive Suite 125, Dallas, Texas 75235.

### 16.2. Manner of Giving Notice.

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email. Notices to Us under this Agreement should be directed to Exigo Office Inc. d/b/a Exigo Professional Services, 1600 Viceroy Drive Ste 125, Dallas, Texas 75235 attention Legal Department. Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

### 16.3. Agreement to Governing Law and Jurisdiction.

Each party agrees that the laws of the State of Texas and controlling United States federal law shall govern this Agreement without regard to choice or conflicts of law rules. Each party agrees that Dallas, Texas shall be the exclusive venue for any action or legal proceeding arising from or related to this Agreement. Each party consents to the exclusive jurisdiction of a federal court located in Dallas, TX any action or legal proceeding arising from or related to this Agreement.

## 17. GENERAL PROVISIONS

17.1. Import and Export Compliance. The Custom Services and other technology We make available, and derivatives thereof may be subject to import laws, export laws, and regulations of the United States and other jurisdictions, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country specific sanctions programs of the Office of Foreign Assets Control. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Customers to access or use the Custom Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

17.2. Anti-Corruption. Neither You nor Us have received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from the other or its agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department ([jayb@exigo.com](mailto:jayb@exigo.com)). If We learn of any violation of the above restriction, We will use reasonable efforts to promptly notify Your Legal Department or other designated contact.

17.3. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

17.4. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

17.5. Waiver. No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of that right.

17.6. Severability. If any provision of this Agreement is held by a court to be invalid or unenforceable, the remaining provisions will remain in full force and effect. Any invalid or unenforceable provision shall be modified, if possible, by the court so as best to accomplish the objectives of the original provision to the fullest extent permitted by law. If such construction is not possible, then the invalid or unenforceable provision shall be severed from this Agreement, and the remaining provisions of this Agreement shall remain in effect.

17.7. Mediation. If a dispute arises out of or relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation. If no agreement can be reached as to mediator, then the parties shall request that the American Arbitration Association (“AAA”) select a mediator. Each party shall bear its own expenses and an equal share of the mediator’s fees. The parties agree to attend mediation prior to filing any lawsuit arising out of or related to this Agreement, or its breach.

17.8. Attorney's Fees. Should any lawsuit be commenced in connection with any dispute arising from this Agreement or collection of a judgment thereunder, then the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection with such dispute.

17.9. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or legal proceeding arising from or related to this Agreement.

17.10. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

17.11. Modifications to the Agreement. We may modify this Agreement (including any Policies) at any time by posting a revised version on the customer login link at <http://exigo.com> or by otherwise notifying you in accordance with Section 16.2, but only as required to effectuate necessary administrative changes, comply with legal requirements, update technical specifications and limitations; and further provided that such modification does not materially alter the rights and duties of the parties under the Agreement. This Agreement also references the descriptions contained in the Exigo Office Features document, available at <https://www.exigo.com/features.pdf>, which may be changed by Us provided; however, that no terms or conditions contained in the Exigo Office Features document shall be binding upon You.