END USER LICENSE AGREEMENT

Last Updated: October 7, 2025

This End User License Agreement (the "***Agreement***") is a contract between you ("***you***", "***your***") and Infinity Generation, Inc. ("***us***", "***we***," or "***our***") and governs, alongside any applicable terms and conditions on our website, located at www.infinitygeneration.com (the "***Site***"), your access to and use of our Software (as defined below). This Agreement does not alter in any way the terms or conditions of any other agreement you may have with us for products, services or otherwise. Both you and us may be referred to herein as a "***Party***" and, collectively, as the "***Parties***."

PLEASE READ THIS AGREEMENT CAREFULLY. BY CHECKING THE BOX INDICATING "**I Accept**" OR BY DOWNLOADING, ACCESSING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, ACCESS OR USE THE SOFTWARE.

1. License Terms and Requirements

(a) License Grant. Subject to your compliance with the terms and conditions of this Agreement and the Documentation, we hereby grant to you a limited, non-exclusive, revocable, non-transferable and non-sublicensable license to download, install and use the "Infinity Platform" branded software and other technology we may make available to you, including our desktop application, software development kit, any Pre-Release Services, and all source code contained therein or distributed therewith (collectively, the "***Software***") for the sole purpose of (i) developing software plugins for the execution of certain procedural tasks using the Software ("***Plugins***"), (ii) deploying such Plugins within your own software, applications and environments (such environments, the "***Developer Software***"), and (iii) distributing such Plugins for third parties to use within their applications and environments, provided that such third parties have separately agreed to the terms and conditions of this Agreement.

(b) Limitations. You will not, and you will not authorize or permit any third party to, do any of the following: (i) reproduce, license, distribute, publicly perform, publicly display, lease, rent, resell or otherwise transfer all or any part of the Software; (ii) modify, alter or create any derivative works of the Software, except to the extent we expressly permit you to modify, alter or create derivative works of any source code distributed as part of the Software for the sole purpose of developing and distributing the Plugins; (iii) reverse engineer, disassemble, decompile or attempt to uncover the source code for or any trade secrets related to the Software or otherwise seek to create a competitor product or service; (iv) work around any technical limitations in the Software; (v) remove, alter or obscure any proprietary rights notice in or on the Software; (vi) share the Software with, distribute the Software to, or use the Software for the benefit of, any third party; (vii) develop, distribute or use Plugins (including, for clarity, any content or other materials created therefrom or used therewith) in any manner that: (A) is misleading, harmful (including, for clarity, to our own or third party systems and technological environments, for example, by introducing malware), defamatory, or abusive; (B) infringes upon, misappropriates or otherwise violates the Intellectual Property Rights or other rights of us or any third party; or (C) is violative of applicable law or Third-Party Terms; and (viii) use the Software or any Plugins developed therefrom other than for their intended purpose or in violation of this Agreement. Any access or use of the Software or Plugins other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will immediately terminate the license granted in this Agreement.

(c) License Plans. In order to download, access and use the Software, you must purchase a particular license subscription plan, as set forth on the License Plan Schedule https://www.infinitygeneration.com/legal/license_plan_schedule (each such license subscription plan, a "***License Plan***"). Each License Plan includes (i) the license set forth in Section 1(a) to the Software; and (ii) certain plan benefits (such as access to certain Software capabilities), as such benefits are set forth in the documentation applicable to that License Plan, including, for clarity, the License Plan Schedule, the License Plan Fee Schedule, and the Royalty Fee Schedule (the "***License Plan Documentation***"), which plan benefits may be subject to Third-Party Terms (as defined herein).

(d) Branding Requirements; Trademark License. Your use of the Software, including any redistribution or preparation of derivative works of the Software, or as incorporated or used in connection with your own products or services, is conditioned on your compliance with our Branding Requirements https://www.infinitygeneration.com/legal/branding. Subject to your compliance with this Agreement and the Documentation, we hereby grant to you a limited, non-exclusive, revocable, non-transferable and non-sublicensable license to reproduce those trademarks, service marks, logos, and other branding specifically identified in the Branding Requirements (such branding, collectively, the "***Infinity Generation Marks***") solely as necessary to comply with our Branding Requirements https://www.infinitygeneration.com/legal/branding. Except as expressly set forth in the Branding Requirements, all use of the Infinity Generation Marks requires our prior express written approval.

(e) Software Documentation. You may make and use a reasonable number of copies of any documentation applicable to the Software that we may provide to you (collectively, the *"**Software Documentation***" and, together with the License Plan Documentation and the Branding Requirements, the "***Documentation***"); provided, however, that such copies will only be used for the purpose described in this Section 1 and are not republished or redistributed (either in hard copy or electronic form) beyond your premises. We may update the Documentation at any time and for any reason, and any such changes will take effect on the later of (i) thirty (30) days after we provide notice of such changes, and (ii) the end of your then-current Initial Term or Renewal Term.

(f) Usage Statistics. We may collect certain usage statistics from the Software for purposes of improving the Software, including but not limited to your version number of the Software, crash reports related to the Software, and information on which tools and/or services in the Software you are using and how they are being used.

(g) Monitoring. Without limiting the foregoing, Infinity Generation reserves the right to monitor your use of the Software, including through automated means, to ensure your compliance with the terms and conditions of this Agreement, including Section 5.

(h) Updates. From time to time during the Term, we may, but are under no obligation to, make available to you certain updates, upgrades and improvements to the Software (collectively, "***Updates***"). To the extent we make such Updates available to you, you acknowledge that you (and not us) are solely responsible for downloading and installing such Updates and making any necessary modifications to ensure the compatibility and interoperability of your Plugins with such Updates. We will not be liable for any Updates provided to you under this Agreement or for any failure to provide such Updates.

(i) Pre-Release Services. From time to time, we may grant you access to pilots, alpha or beta tests, developer previews, or other limited releases of products, services, or features of the Software

(collectively, "***Pre-Release Services***"). If you receive access to such Pre-Release Services, you acknowledge that: (i) the Pre-Release Services may have limited or evolving functionality and may be more subject to errors or inaccuracies than other features of the Software; (ii) the information regarding Pre-Release Services is confidential to us and may only be used by you as strictly necessary for the purpose of reviewing and/or testing such Pre-Release Services; (iii) the Pre-Release Services are offered without any representations or warranties of any kind and your use of such Pre-Release Services is at your own risk; and (iv) we may modify, disable, or discontinue all or any part of the Pre-Release Services at our sole discretion. Except as otherwise provided herein, all provisions of this Agreement apply equally to all Pre-Release Services.

2. Proprietary Rights

(a) Ownership. All copyrights, patents, trademarks, trade secrets and/or any other intellectual property rights ("***Intellectual Property Rights***") related to the Software (including, without limitation, the Infinity Generation Marks and all our logos, designs, text, graphics, pictures, information, data, software, sound files, branding and other files and the selection and arrangement thereof, including, for clarity, the "Infinity Logo" and the "Infinity Platform") are and will remain the sole property or us or our licensors and are protected by U.S. and international law. Other than the limited license expressly set forth in Section 1, you do not acquire any title or ownership rights in Software or any other of our Intellectual Property Rights by virtue of this Agreement. We reserve all rights not expressly granted in this Agreement and, unless stated herein, nothing in this Agreement will be construed as conferring any right or license to the Software and/or any related Intellectual Property Rights, whether by estoppel, implication or otherwise. You and your licensors will own all right, title, and interest, including all Intellectual Property Rights, in and to any Plugins you develop under this Agreement, except to the extent such Plugins embody, incorporate, or otherwise reproduce any element of the Software.

(b) Unauthorized Use. You will promptly notify us of any unauthorized use of the Software that comes to your attention. In the event of any such unauthorized use by your employees, agents or representatives, you will use best efforts to terminate such unauthorized use and to retrieve any copy of the Software in the possession or control of the person or entity engaging in such unauthorized use. You will immediately notify us of any legal proceeding initiated by you in connection with such unauthorized use. We may, at our option and expense, participate in any such proceeding and, in such event, you will provide all information and assistance related to such proceeding as we may reasonably request to protect our interests.

3. Eligibility and Registration

(j) Eligibility. You represent and warrant that: (i) you are of legal age to enter into this Agreement; (ii) if you are entering into this Agreement on behalf of any entity, you are authorized to accept this Agreement on such entity's behalf, and that such entity agrees to be responsible to us for violations of this Agreement; (iii) you have full power and authority to enter into this Agreement and, in doing so, will not violate any other agreement to which you are a party; and (iv) any information you provide to us under this Agreement, including pursuant to this Section 3 and to Section 4(d), is truthful, complete and accurate.

(k) Registration. In order to download, access and use the Software, you must register for an account as a Developer on the Site and accept this Agreement. In registering for an account, you shall: (i) maintain and promptly update your account information; (ii) maintain the security of your account by not sharing your user ID and password with others and restricting access to your account

and your computer; (iii) promptly notify us if you discover or otherwise suspect any security breaches related to your account, including if your user ID or password have been accessed or used by any other party; and (iv) take sole responsibility for all activities that occur under your account and accept all risks of unauthorized access.

4. Your Obligations

(a) Compliance with Laws. You represent and warrant that: (i) you will comply with, all applicable laws, regulations and self-regulatory requirements, including, but not limited to, any applicable privacy and security laws, regulations and self-regulatory requirements associated with the development, distribution and use of your Plugins (including, for clarity, any content created therefrom); (ii) you are solely responsible for ensuring that your development, distribution and use of Plugins is in compliance with all applicable laws, regulations and self-regulatory requirements; (iii) you are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services; (iv) you have not been identified as a "Specially Designated National," or placed on the Commerce Department's Denied Persons List; (v) no U.S. federal agency has suspended, revoked, or denied your export privileges and (vi) you will not access or use the Software if the laws of your country prohibit you from doing so in accordance with this Agreement. To the extent any of the foregoing representations and warranties become inaccurate, in whole or in part, at any time during the Term, you will immediately cease all use of the Software and uninstall, destroy or erase all copies, full or partial, of the Software in your possession or control.

(b) Compliance with Policies. Your development, distribution and use of all Plugins will comply with all of our policies, including the Acceptable Use Policy, available at https://www.infinitygeneration.com/legal/acceptable_use_policy.

(c) Compliance with Third-Party Terms. The Software includes software that is licensed pursuant to the MIT License, among other licenses (collectively, the "***Licenses***"). You will comply with the terms and conditions of the Licenses and any other third-party restrictions and limitations that may apply to your use of the Software and your development, distribution and use of the Plugins, including, but not limited to, any terms and conditions applicable to the environments in which your Plugins are deployed (collectively, the "***Third-Party Terms***"). Except as otherwise agreed upon by the Parties in writing, the warranties, obligations, liabilities and remedies applicable with respect to any embedded third-party software will be limited to whatever recourse may be available against the third-party provider of such embedded third-party software and are subject to the restrictions and other limitations as may be set forth in the applicable provisions of the Third-Party Terms.

(d) Reporting. To the extent you commercialize any Plugins you develop, distribute or use under this Agreement, including by deploying Plugins (whether developed by you or by another developer who has signed this Agreement) within your Developer Software and making such Developer Software commercially available, for each calendar quarter of the Term, you will provide to us a report of total gross revenues earned from such Plugins within thirty (30) days of the end of the applicable calendar quarter for which the report pertains (each a "***Quarterly Report***"), which Quarterly Report will be used by us to calculate Royalty Fees pursuant to Section 5(a)(ii).

5. Payments

(a) Fees.

i. *License Plan Fees*. In consideration for the rights granted in Section 1 and for so long as you continue to use the Software and any Plugins as part of your products or services, you will pay to us the fees applicable to your License Plan, as such fees are set forth in the License Plan Fee Schedule https://www.infinitygeneration.com/legal/license_plan_fee_schedule (such fees, the "***License Plan Fees***"). All License Plan Fees will be paid in accordance with the payment terms provided in the License Plan Schedule https://www.infinitygeneration.com/legal/license_plan_schedule.

ii. *Royalty Fees*. In addition to any License Plan Fees owed to us under Section 5(a)(i) and to the extent your commercialization of any Plugins results in annual gross revenues equal to or in excess of those thresholds set forth in the Royalty Schedule https://www.infinitygeneration.com/legal/royalty_schedule, you will pay to us the applicable royalty fees set forth on the Royalty Schedule https://www.infinitygeneration.com/legal/royalty_schedule (such fees, "***Royalty Fees***" and, together with the License Fees, the "***Fees***") in accordance with the payment terms provided in the Royalty Schedule and for so long as such annual gross revenues exceed the relevant thresholds https://www.infinitygeneration.com/legal/royalty_schedule. To the extent we determine, based on your Quarterly Reports, that you have not rendered payment of all Royalty Fees due under this Agreement, we may invoice you for such unpaid Royalty Fees and you will pay such unpaid Royalty Fees within thirty (30) days of your receipt of such invoice.

(b) Taxes. Payments made under this Agreement will be made without deduction or set-off for any withholding taxes, levies, imports, duties, charges and fees imposed by any governmental taxing authority except as required by law. If you are required to make any such deduction, then you will pay to us such additional amounts as are necessary to ensure our receipt of the full amount that we would have received but for the deduction. You will be responsible for, and will promptly pay, all taxes, levies, imports, duties, charges and fees of any kind (including but not limited to sales, use and withholding taxes) associated with your activities under this Agreement, except for taxes based on our net income. In the event that we are required to collect any tax for which you are responsible, you will pay such tax directly to us or its payment processor. We reserve the right to collect any applicable sales, use or value added tax.

(c) Audit. Upon reasonable prior notice and no more than once in any calendar year, we may request, and you will provide to us and our auditors, reasonable access to your books, records, and personnel, for the sole purpose of auditing your compliance with this Agreement, including Section 5(a)(ii) ("***Audit***"). You will reasonably cooperate with us and our auditors in any such Audit and, to the extent any such Audit determines that you are not in compliance with any provision of this Agreement, you must take prompt actions to rectify such non-compliance, including by making any payments due under Section 5(a)(ii), and continue such actions diligently until the compliance deficiencies have been remedied. To the extent feasible, all Audits are to be conducted during the Parties' normal business hours and conducted in a manner that does not disrupt the Parties' normal business operations.

6. Termination

This Agreement becomes effective on the first date it is accepted by you as provided herein and continues in effect for the length of your License Plan, as indicated on the License Plan Schedule unless

earlier terminated in accordance with this Section 6 (such period, the "***Initial Term***"). Your License Plan will renew automatically for successive increments equal in length to the Initial Term (each such period, a "***Renewal Term***") unless you notify us at least thirty (30) days in advance of the end of your Initial Term or of the applicable Renewal Term of your intent to terminate (collectively, the Initial Term and the Renewal Term(s), the "***Term***"). Notwithstanding any of the terms of this Agreement, we reserve the right, in our sole discretion, to terminate this Agreement (including your license to use the Software) for material breach of this Agreement that remains uncured within five (5) days of our provision of notice of such breach. If we discontinue the Software, this Agreement shall terminate automatically upon notice. You may terminate this Agreement by ceasing use of the Software and deleting all copies of the Software in your possession or control. In the event of termination of the Agreement for any reason: (a) the license granted to you in this Agreement will terminate; and (b) you must immediately cease all use of the Software and uninstall, destroy or erase all copies, full or partial, of the Software in your possession or control. You will remain liable for all Fees owing to us and we are entitled to deduct any outstanding charges from your billing account.

7. Feedback

You may submit comments, suggestions, ideas, or other feedback about our business, the Software, or the Site (collectively, "***Feedback***"). Feedback, whether provided to us by email or otherwise, is non-confidential and is our sole property. To the extent ownership of such Feedback does not automatically vest in us, you hereby assign all right, title and interest in and to the Feedback to us and acknowledge that we will own exclusive rights in and to such Feedback, including all related Intellectual Property Rights, and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8. Export Restrictions

The Software may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. Appx. §§ 2401 *et seq.*) and the Export Administration Regulations (50 C.F.R. Parts 730-774), and may be subject to export or import regulations in other countries. You are responsible for complying with all trade regulations and laws both foreign and domestic. Except as authorized by law, you will not export or re-export the Software to any county, or to any person, entity, or end-user subject to U.S. export controls, including without limitation persons or entities listed on the U.S. Department of Commerce Bureau of Export Administration's Denied Parties List and the U.S. Department of Treasury's Specially Designated Nationals.

9. Indemnification

(a) Indemnification. You will defend, indemnify and hold harmless us, our affiliates, our independent contractors, our service providers and our consultants, and each of our and their respective directors, employees and agents (collectively, the "***Infinity Generation Parties***"), from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) ("***Claim***") arising out of or related to: (i) your development, distribution or use of any Plugins or Developer Software; (ii) your use of the Software; and (iii) your violation of this Agreement.

(b) Indemnification Procedure. You shall provide us prompt written notice of any Claim. We shall have the right to approve the counsel selected by you for defense of any Claim, which approval will not be unreasonably withheld. You shall not have any right to settle any Claim without our written consent if such settlement arises from or is part of any criminal action, suit or proceeding

or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on our part or otherwise requires us to take or refrain from taking any material action (such as the payment of fees). We shall have the right, at our option and expense, to participate in, or take control over, the defense of any Claim and, in such event, you will provide such authority, information and assistance related to such Claim as we may reasonably request to protect our interests.

10. Disclaimer

THE SOFTWARE, THE SITE AND ANY PLUGINS DEVELOPED THEREFROM ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SOFTWARE, THE SITE AND ANY PLUGINS DEVELOPED THEREFROM, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN OR CREATED THEREFROM. WE DO NOT REPRESENT OR WARRANT THAT THE SOFTWARE, THE SITE OR ANY PLUGINS DEVELOPED THEREFROM ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT YOUR ACCESS TO AND USE OF THE SOFTWARE, THE SITE AND ANY PLUGINS DEVELOPED THEREFROM ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

YOU ACKNOWLEDGE THAT YOU ARE ENTIRELY RESPONSIBLE FOR YOUR DEVELOPMENT, USE AND DISTRIBUTION OF ALL PLUGINS CREATED BY YOU OR BY A THIRD PARTY USING THE SOFTWARE AND THAT WE WILL HAVE NO LIABILITY FOR ANY SUCH DEVELOPMENT, USE OR DISTRIBUTION.

11. Limitation of Liability

IN NO EVENT SHALL THE INFINITY GENERATION PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE SOFTWARE, THE SITE, THE PLUGINS OR THE CONTENT OR THE MATERIALS CONTAINED THEREIN OR CREATED THEREFROM, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM US, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OUR RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE INFINITY GENERATION PARTIES WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SOFTWARE, THE SITE OR THE PLUGINS EXCEED

THE AMOUNTS PAID OR PAYABLE WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM GIVING RISE TO LIABILITY.

12. Confidentiality

We may disclose or make available to you certain non-public or confidential information ("***Confidential Information***") in connection with this Agreement. You agree not to disclose such Confidential Information to any third party without our prior written consent, other than to your employees, agents and consultants who need to know such Confidential Information to carry out their obligations under this Agreement and who are bound in writing by restrictions regarding disclosure and use of such Confidential Information comparable to and no less restrictive than those set forth herein. You agree to use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as you use with respect to your own Confidential Information of like importance (but in no event less than a reasonable degree of care). You may use or disclose Confidential Information to the extent (a) approved by us in writing or (b) you are legally compelled to disclose such Confidential Information provided, however, that prior to any such compelled disclosure, you shall give us reasonable advance notice of any such disclosure and shall cooperate with us in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. At any time at our request, you shall promptly return to us or destroy all materials (in written, electronic or other form) containing our Confidential Information, including any copies and extracts thereof, and certify such destruction in writing to us.

13. Arbitration

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

The Parties agree to arbitrate any dispute arising from this Agreement or relating to the Software, except that the Parties are NOT required to arbitrate any dispute in which either Party seeks equitable or other relief for the alleged infringement or misappropriation of any Intellectual Property Rights. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FORM HAVING A JURY TRIAL. The Parties agree: (a) to notify each other of any dispute within thirty (30) days of when it arises; (b) to attempt informal resolution prior to any demand for arbitration; (c) that any dispute will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules; (d) that the arbitration will occur virtually or, if in person, in Washington; (e) that the language to be used in the arbitral proceedings will be English; and (f) that arbitration will be conducted confidentially by a single arbitrator. The state or federal courts in King County, Washington will have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the Parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the Parties will be governed by this Agreement and the laws of the State of Washington and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, THE PARTIES WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR PROCEEDING.

14. Miscellaneous

(a) Modifications to the Software. We reserve the right to modify or discontinue, temporarily or permanently, the Software or any features or portions thereof, without prior notice. You agree that we will not be liable for any modification, suspension or discontinuance of the Software, or any part thereof.

(b) Independent Contractors. The Parties and their respective personnel are and shall be independent contractors and neither Party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

(c) Amendment. We reserve the right to change or modify any of the terms and conditions contained in this Agreement at any time and in our sole discretion. If we make changes to this Agreement, we will provide you with reasonable advance notice of such changes, such as by sending an email, posting a notice on our Site or by providing other means of advance notice as we will determine each time in our sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Your continued use of the Software after the stated effective date of such changes will confirm your acceptance to such changes. If you do not agree to the changes, you must stop using the Software.

(d) Assignment. You may not assign this Agreement or any right, interest or benefit under this Agreement without our prior written consent. Any attempted assignment in violation of the foregoing will be void. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by any permitted assignee.

(e) Severability. If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

(f) Nonwaiver. Our failure to insist upon or enforce performance by you of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance; rather, the provision, right or remedy will be and shall remain in full force and effect.

(g) Survival. The respective rights and obligations of the Parties under Sections 1(b), 2, and 4 through 14 shall survive any termination or expiration of this Agreement.

(h) Force Majeure. If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either Party, that Party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

(i) Entire Agreement. This Agreement constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.