



Master Subscription Agreement

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES. IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR 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 AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on August 26, 2016. It is effective between You and Us as of the date of You accepting this Agreement.

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

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

"Order Form" means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

"Purchased Services" means Services that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

"Services" means the online, Web-based applications and platform provided by Us via <http://www.salesforce.com> and/or other designated websites, that are ordered by You or Your Affiliates as part of a free trial or under an Order Form, including any associated offline components but excluding Third-Party Applications.

"Subscription Term" means the period of time from the start date to the end date specified in each Order Form for each subscription purchased thereunder. Each renewal of a subscription, whether automatic or in writing, shall constitute a new Subscription Term.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties but may be configured to interoperate with the Services, including but not limited to those listed on the AppExchange.

"Users" means individuals who are authorised by You to use the Services, for whom subscriptions to the Services have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors, and agents; or third parties with which You transact business.

"We", "Us", or "Our" means MobileCaddy Ltd

"You" or "Your" means the company or other legal entity for which You are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Services.

"Beta Services" means Our services that are not generally available to customers.

2. FREE TRIAL

If We make any of Our products and services available to You as part of a free trial, those products and services will be considered "Services" under this Agreement, including this Section 13, even if the products and services are not specified in an Order Form, notwithstanding the "Services" definition in Section 1 (Definitions). Any such free trial will end at the earlier of (a) the end of the free trial period, (b) the start date of any subscriptions purchased by You for such Services, or (c) termination by Us in our sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

Any data you enter into the Services and any customisations made to the Services by or for You during a free trial will be permanently lost unless you purchase a subscription to the same Services as those covered by the trial, or export such data, before the end of the trial period.

Notwithstanding Sections 2 (Our Responsibilities), 8 (Confidentiality), 9 (Representation, Warranties, Exclusive Remedies and Disclaimers), and 10.1 (Indemnification by Us), in any free trial We provide the Services "AS IS," without any warranty, covenant, commitment or liability whatsoever, to the extent permitted by law.

Please review the applicable Service's Documentation during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

3. PURCHASED SERVICES

3.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during each Subscription Term and your timely payment of all applicable fees. You agree that Your purchases hereunder are 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.

3.2. User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Purchased Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be purchased during the Subscription Term by signing an additional Order Form and paying the additional fees for such additional User subscriptions, prorated to reflect the

effective date of the Order Form under which they are purchased, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

4. USE OF THE SERVICES

4.1 Our Responsibilities. In addition to providing the Purchased Services as described in Section 3.1, We shall provide You with basic support, in accordance with Our then-current support policy for the Purchased Services, during the applicable Subscription Term. The current version of the support policies can be found at <http://www.mobilecaddy.net/support/>. You acknowledge that availability of the Services depends upon the availability of Salesforce.com and the Force.com platform and that We have no control over such availability. Accordingly, We make no representations, warranties, or covenants regarding the availability of the Services to the extent that such availability depends upon the availability of Salesforce.com and the Force.com platform.

4.2. Your Responsibilities. You shall (a) be responsible for User's' compliance with this Agreement, (b) be solely responsible for the accuracy, quality, integrity, and legality of Your Data and of the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorised access to or use of the Services, and notify Us promptly of any such unauthorised access or use, and (d) use the Services only in accordance with applicable laws and government regulations. You shall not (u) make the Services available to anyone other than Users, (v) sell, resell, rent or lease the Services, (w) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in breach of third-party privacy rights, (x) use the Services to store or transmit Malicious Code, (y) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (z) attempt to gain unauthorised access to the Services or their related systems or networks.

4.3. Your Data. The Services access and process Your Data. If You choose to save such output, it will be saved as Your Data in Your account at Salesforce.com. However,. We have no control over (and, accordingly, make no representations, warranties, or covenants regarding) the storage, accessibility, or protection of Your Data by Salesforce.com or any other providers with whom You may store Your Data or whose services are required for the storage, accessibility, or protection of Your Data. We will not access Your Data except (a) as necessary to provide the Services; (b) at Your request, to provide technical support or to assist in the implementation or configuration of the Services; or (c) as compelled by law in accordance with Section 7.4 (Compelled Disclosure).

4.4. Usage Limitations. The Services may be subject to other limitations, such as, for example, limits on the number of calls You are permitted to make against Our application programming interface and any applicable Salesforce.com limitations related directly to and set by Salesforce.com via your Salesforce.com contract(s).

4.5 Beta Services. From time to time, We may invite You to try Beta Services at no charge. You may accept or decline any such trial at Your sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. We may discontinue Beta Services at any time at Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. User Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (a) fees are quoted and payable in British Pounds, (b) fees are based on services purchased and not actual usage, (c) payment obligations are non-cancellable and fees paid are non-refundable, and (d) the number of User subscriptions purchased cannot be decreased during the relevant Subscription Term stated on the Order Form. User subscription fees are based on annual periods that begin on the subscription start date and each year anniversary thereof; fees for User subscriptions added in the middle of a yearly period will be prorated based on the month in which they are added and thereafter will be charge for the full yearly periods remaining in the Subscription Term.

5.2. Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information with Us, as well as for payment of any fees or charges associated with Your payment, other than those charged by Our bank.

5.3. Overdue Charges. If any fees are not received from You by the due date, then at Our discretion, (a) such fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid and/or (b) We may condition future subscriptions on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Services. If any amount owing by You under this Agreement for the Services is 30 or more days overdue, We may, without limiting Our other rights and remedies, suspend Your access to the Services until such amounts are paid in full.

5.5. Payment Disputes. We shall not exercise Our rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Services) until after 60 days from the payment due date if the applicable fees are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

5.6. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any governmental, local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 5.6, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorised by the appropriate taxing authority.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all rights, title, and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (a) permit any third party to access the Services except as expressly permitted herein or in an Order Form, (b) create derivative works based on the Services, (c) copy, frame, or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (d) reverse engineer the Services, or (e) access the Services in order to (i) build a competitive product or service or (ii) copy any features, functions, or graphics of the Services.

6.3. Ownership of Your Data. As between Us and You, You exclusively own all rights, title, and interest in and to all of Your Data.

6.4. Suggestions. We shall have a royalty-free, worldwide, transferable, sub-licenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations, or other feedback provided by You, including Users, relating to the functionality and/or operation of the Services.

7. CONFIDENTIALITY

7.1. 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 electronically, orally or in writing, 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 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, 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 (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (a) 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 reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.3. Protection of Your Data. Without limiting the above, We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with support matters.

7.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives 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 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.

8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (a) this Agreement, the Order Forms and the Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data (b) subject to Section 8.4 (Third-Party Applications), the functionality of the Services will not be materially decreased during a Subscription Term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination) below.

8.2. Mutual Warranties. Each party represents and warrants that (a) it has the legal power to enter into this Agreement and (b) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY AND THEIR LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED OR ERROR-FREE SERVICE, ERROR CORRECTION, AVAILABILITY, ACCURACY, AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.4. Third-Party Applications. The Services have been built on Salesforce.com's cloud-computing platform-as-a-service known as "Force.com" and run entirely on the Force.com platform. The Services are designed to work with Salesforce.com and with certain other Third-Party Applications made available through Salesforce.com and the Force.com platform. Your use of Third-Party Applications is governed entirely by the terms of Your agreement with Salesforce.com or with the relevant third party. Nothing in this Agreement creates any rights or obligations on Our part with respect to such Third-Party Applications nor should this Agreement be construed as creating any rights or obligations on the part of Salesforce.com or on the part of any third party providing Third-Party Applications with respect to Our Services.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Purchased Services as permitted hereunder infringes or misappropriates the intellectual property rights of that third party, and shall indemnify You for any damages finally awarded against You, or those sums agreed to in a monetary settlement of such action, and for reasonable legal fees incurred by You, in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defence and settlement of the Claim (provided that We may not settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. If the Services become, or in Our reasonable opinion are likely to become, the subject of a Claim, We may, at Our option and expense, either (i) procure for You the right to continue using the allegedly infringing materials; (ii) replace or modify the same so that they become non-infringing; or (iii) terminate Your right to use all or part of the Services and give You a refund or credit for the fees You actually paid to Us for the prior twelve-month period for the relevant Services as of the date of termination. Notwithstanding the foregoing, We will have no obligation of defence or indemnification or otherwise with respect to any Claim based upon (w) any use of the Services not in accordance with this Agreement; (x) a Third-Party Application, (y) any modification of the Services made by or content provided by any person other than Us; (z) any continuation of the allegedly infringing activity after being notified thereof and provided modifications, replacements, or other remedies that would have avoided the alleged infringement.

9.2. Indemnification by You. You shall defend Us against any Claim made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of that third party or violates applicable law, and shall indemnify Us for any damages finally awarded against Us, or those sums agreed to in a monetary settlement of such action, and for reasonable attorney's fees incurred by Us, in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defence and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

9.3. Exclusive Remedy. This Section 9 (Mutual 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.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 (MUTUAL INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF £15,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

10.2. 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, COVER, OR PUNITIVE DAMAGES 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.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

11.2. Term of Purchased Subscriptions. Subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the Subscription Term specified therein. Except as otherwise specified in the applicable Order Form, all subscriptions shall automatically renew for additional periods equal to the expiring Subscription Term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant Subscription Term. The per-subscription pricing during any such renewal term shall be the same as that during the immediately preceding term unless We have given You written notice of a pricing increase at least 30 days before the end of such immediately preceding term, in which case the pricing increase shall be effective upon renewal and thereafter.

11.3. Termination for Cause. A party may terminate this Agreement for cause: (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period or (b) immediately upon written notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. In addition, We may terminate this Agreement should the agreement between Us and Salesforce.com, which permits the provision of the Services through the Force.com platform, terminate or expire for any reason.

11.4. Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

11.5. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11 (Term and Termination), and 12 (General Provisions) shall survive any termination or expiration of this Agreement.

12. GENERAL PROVISIONS

12.1. Notices. Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnification claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

12.2. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Courts of England and Wales will have non-exclusive jurisdiction to settle any dispute arising out of this transaction.

12.3. Export Compliance. Each party shall comply with the export laws and regulations of the United Kingdom and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (a) each party represents that it is not named on any United Kingdom government list of persons or entities prohibited from receiving exports and (b) You shall not permit Users to access or use the Services in violation of any United Kingdom export embargo, prohibition, or restriction.

12.4. 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.

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

12.6. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.8. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

12.9. 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. No modification,

amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment, or waiver is to be asserted. 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.

12.10 Customer Attribution. You agree that We may use and display Your name and logo: (a) on Our customer list; and (b) with Your prior written approval, not to be unreasonably withheld or delayed, in other marketing materials of Us.