

EmbedSpace Cloud Storage Service Agreement

Last Update: January 28, 2020

This Service Agreement (this “Agreement”) contains the terms and conditions that govern your access to and use of the EmbedSpace data storage platform (the “EmbedSpace Cloud Storage Service”) and is an agreement between you (“you” or “your”) and EmbedSpace Cloud Storage Service. Referred hereinafter as ' **EmbedSpace** ', ' **Embed Space** ', ' **embedspace.com** ', 'our', 'we' and 'us'. The acceptance by you of this Agreement, and any referenced policies, including the Service Agreement and Terms of Use is required before you can set up an **EmbedSpace** account. You must accept and abide by these terms as presented to you; changes, additions, or deletions are not acceptable, and Provider may refuse access to Services for noncompliance with any part of this agreement. It is the client's sole responsibility to check for updates on a regular basis. <https://www.embedspace.com/service-agreement> Clicking on the “accept” button or creating a customer account and downloading, installing and/or using the **EmbedSpace Cloud Storage** service or any technology, idea, data, algorithm or information contained therein (each, as applicable) or provided therewith, establishes a binding agreement between you as the person using the services, either on behalf of yourself or any third party entity and EmbedSpace, and you agree to be bound by the terms and conditions of this agreement with respect to your use of the services.

Whereas, Customer wishes to procure from Provider the Storage Service described herein, and Provider wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement. Therefore, in consideration of the mutual covenants, terms and Conditions set forth herein, and for other good and valuable consideration, the Receipt and sufficiency of which are hereby acknowledged, the parties Agree as Follows.

1. Use of the EmbedSpace Services.

1.1 Access. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, for your internal business purposes and for so long as you maintain an Account (Section 1.2) in good standing, a non-exclusive, non-transferable, non-sublicensable right to access and use the EmbedSpace Service in accordance with the Documentation. “Documentation” means the technical guides for the EmbedSpace Service located at <https://www.embedspace.com/help>, as such EmbedSpace may update the Documentation from time to time.

1.2 Registration of Accounts.

a. You must register an account with us in order to use the EmbedSpace Cloud Storage Service. We will use your account information in accordance with the Privacy Policy, and you consent to such usage, where “Account Review” means information about you that you provide to us in connection with the creation or administration of your account. For example, Account Review includes name, username, phone number, email address and Address from billing information associated with your account.

b. Unless explicitly authorised by means of this Agreement, you will only create one Customer Account per email address. You agree to provide correct and complete information in the introduction of your Account, and you acknowledge and agree you will update this

information with any changes. You may authorize others (authorized users) to use the EmbedSpace Service on your behalf. Each Authorized User will establish or be provided with a username and password. You are responsible for the acts and omissions of your Authorized Users. We reserve the right to suspend or terminate the Customer Account, or the access of any Authorized User, for any reason, including if any registration facts are inaccurate, untrue or incomplete, or if you or any of your Authorized Users fail to maintain the security of any User Credentials.

c. You and your Authorized Users are responsible for ensuring that User Credentials are kept confidential and are not disclosed to any third party. You are fully responsible for all activity that occurs under your Account using the User Credentials, including any loss or deletion of Your Content. EmbedSpace is not responsible for unauthorized access to your Customer Account.

d. You agree to, and will ensure that each Authorized User will, notify us at support@embedspace.com immediately upon learning of any unauthorized access to a Customer Account or any other suspected security breach.

1.3 Usage Data. To provide billing and administration services, or to investigate fraud, abuse or violations of this Agreement, we may process usage data related to your Account, such as resource identifiers, security, rules, usage strategies, permissions, usage statistics and analytics.

1.4 Limited Services. We offer EmbedSpace free accounts in limited circumstances. User's can use it to access shared files associated with their account. It is upgradable to premium by recharging your account. The EmbedSpace free service requires an active Account. You acknowledge and agree that you will use the EmbedSpace free service in compliance with any related Documentation and restrictions. EmbedSpace free Account will not be deleted until it receives a delete request from User if no violations on EmbedSpace Storage Platform.

1.5 Your Content. Your Content means content that you or any Authorized user transfer to us for storage or hosting by the EmbedSpace Service in connection with your Account. Your content does not include your Customer Account information. You will ensure that Your Content will not violate any terms of this Agreement. You are solely responsible for the development, content, operation, maintenance, and use of Your Content. We do not claim ownership in any of your content, including any text, data, information, and files that you upload, share, or store in your account.

EmbedSpace also allows you to collaborate on the content of other EmbedSpace users. The "owner" of the content is the one who controls the content and its use.

Sharing settings in EmbedSpace allow you to control what others can do with your content in EmbedSpace. The privacy settings of your files depends on the folder or drive they are in. Files in your individual account are private, until you decide to share them. You can share your content and can transfer control of your content to other users. Files you create or place in folders shared by others will inherit the sharing settings and may inherit the ownership settings of the folder they are in. We will not share your files and data with others except as described in our Privacy Policy.

2. Support and Maintenance.

2.1 To the Service. Provider reserves the right, in its sole discretion, to make any change or discontinue any or all of the EmbedSpace Service or change or remove functionality of any or all of the EmbedSpace that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Provider's services to its customers, (ii) the competitive strength of or market for Provider's services or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. We will notify you of any material change to or discontinuation of the EmbedSpace Service by posting the revised version on

our blog and/or communicating it to you. Any changes to the EmbedSpace Services will be effective thirty (30) days from the time we post such changes. Your continued use of the EmbedSpace Services thereafter constitutes your acceptance of the changed Service.

2.2 To the APIs. We may change or discontinue any APIs for the EmbedSpace Service from time to time. For any discontinuation of or material change to an API, we will use commercially reasonable efforts to continue supporting the previous version of such API for 6 months after the change or discontinuation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) would cause us to violate the law or requests of governmental entities).

2.3 To the Service Level Agreements. We may change, discontinue or add Service Level Agreements from time to time in accordance with the terms of this Service Agreement.

2.4 Support and Maintenance. During the term of the Usage Term, EmbedSpace will provide you with reasonable support via the ES ticketing system. EmbedSpace and its Affiliates will provide you with service updates and bug fixes with zero charge. We will use reasonable efforts to schedule maintenance to the Service during non-peak usage hours. EmbedSpace may temporarily limit or suspend the availability of all or part of the Our Service if it is necessary for reasons of public safety, security, maintenance of the Service, interoperability of services, data protection, or to perform work that is necessary for operational or technical reasons.

3. Security. EmbedSpace will use industry standard technical and organisational security measures to transfer, store and process Customer Data that, at a minimum, will comply with the Security Measures. EmbedSpace may update the Security Measures from time to time. We will implement reasonable and suitable measures designed to assist you secure Your Content against accidental or unlawful loss, access or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat our safeguards or use the Account and/or Your Content for improper purposes. You provide your Account details and Your Content to us at your own risk, and you are responsible for properly configuring and using the EmbedSpace Service and otherwise taking appropriate action to secure, protect and backup your Account and Your Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Content from unauthorized access and routinely archiving Your Content.

4. License Grant; Acknowledgment.

4.1 License of Your Content. You grant to EmbedSpace a worldwide, non-exclusive, royalty-free, fully-paid up, transferable and sublicensable right to use and store Your Content (Section 1.7) for the purpose of performing this Agreement, improving the EmbedSpace Service, and as otherwise provided in EmbedSpace's privacy policy located at <https://www.embedspace.com/privacy-data-policy>, as may be updated by us from time to time (the "Privacy Policy"). You retain all rights Your Content, subject to the rights granted to us in this Agreement with respect to the performance of our obligations. You may modify or remove the Your Content via the account. Your Content will be irretrievably deleted upon (a) you or your Authorized user's permanent deletion of Your Content or (b) cancellation or termination of the Account.

4.2 Unauthorised Use or Access. Customer will prevent unauthorised use of the Services by its End Users and terminate any unauthorised use of or access to the Services.

4.3 Restrictions. You acknowledge and agree that you shall not, and shall ensure your Authorized Users do not: (a) access or use the our Service in any manner or for any purpose other than expressly permitted by the Documentation; (b) change, modify or otherwise create derivative works of all or any portion of Our Service; (c) violate or circumvent any Service Limits of the Services or otherwise configure the Services to avoid Service Limits; or (vi) remove, tamper with or alter any disabling mechanism or circumvent any technical protection measures associated with Our Service, or any proprietary notices

(e.g., copyright or trademark notices) pertaining to Our Service, or otherwise use any tool to enable features or functionalities that are otherwise disabled in Our Service.

4.4 Log-In Credentials and Access Keys. Any log-in credentials and private keys provided to you by EmbedSpace or generated by the EmbedSpace Service are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

4.5 Authorized Users. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of Our Service. You are responsible for your Authorized Users' use of Your Content and Our Service. You will ensure that all Authorized Users comply with your obligations under this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an Authorized User, you will immediately suspend access to Your Content and the Our Service by such Authorized User.

4.6 Assessments. You acknowledge and agree that (a) you assessed your data protection needs, network environment, technical specifications, and fees and cost of EmbedSpace Service, and you are solely responsible for your decision to use the EmbedSpace Service even if We have provided guidance to you in connection with the Our Service selected by you; and (b) you are solely responsible for ensuring that you maintain and operate your information technology infrastructure in a manner appropriate to your use of Our Service and its Documentation.

4.7 Your Conduct. You represent and warrant that Your Content and you and your Authorized User's, use of Our Service, and the technology related thereto, shall not (a) interfere with the proper operation of Our Service or put an unnecessary workload on Our infrastructure; (b) give rise to civil or criminal liability, e.g. defamatory, indecent, threatening, pornographic, abusive or otherwise objectionable actions; (c) violate or infringe upon any third party right, including any intellectual property right or right of privacy, or that abuses, harasses or stalks any other person; or (d) initiate a DOS attack, software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, etc.

4.8 Customer Data Sharing. The Services may enable End Users to share Customer Data, including to other Customer End Users and to third parties. Recipients of shared Customer Data may access, view, download and share this Customer Data, including in and through their own Services accounts. Customer understands: (a) it is solely Customer's, and its End Users', choice to share Customer Data; (b) EmbedSpace cannot control third parties with whom Customer has shared Customer Data; and (c) Customer and its End Users are solely responsible for their use of the Services, including any sharing of Customer Data through the Services.

5. Fees and Payment

5.1 Fees. Fees for the EmbedSpace Service ("Fees") will be calculated and billed based on monthly usage. All amounts payable by you under this Agreement will be paid to us without any setoff or counterclaim. We may increase or add new fees and charges for any existing EmbedSpace Service by giving you at least thirty (30) days' prior notice.

5.2 Reimbursable Expenses. Subject to Your approval of Reimbursable Expenses in advance, You shall reimburse EmbedSpace for out-of-pocket expenses incurred by EmbedSpace in connection with performing the Services.

5.3 Taxes. All Fees and other amounts payable by You under this Agreement are exclusive of taxes and similar assessments. You are responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by You hereunder, other than any taxes imposed on our income.

5.4 Payment. You shall pay all Fees and Reimbursable Expenses on or prior to the due date. You shall make all payments hereunder in US dollars. Payments may be made to fill the Your Account Credits. Based on Usage of Services EmbedSpace make bills automatically for 30 days period and the bill amount will be deducted from your account credits, If the Account Credits after deduction is less than One Dollar (Minimum Credit Balance for premium Account) then you must recharge your account within 5 days from bill date.

5.6 Late Payment. If You fails to make recharge your account, in addition to all other remedies that may be available:

a. If such failure continues for 10 days following written notice thereof, we may degrade your premium subscription to free and delete all the contents irretrievably. You remain responsible for all past due amounts, You can recharge your account at any time and upgrade to premium.

b. We may elect to charge you interest on the past due amount at the rate of 1.5% per month on all late payments.

5.7 No Deductions or Setoffs. All amounts payable to Provider under this Agreement shall be paid by You to EmbedSpace in full without any setoff.

5.8 Unauthorized Use or Unanticipated Use. Customer agrees to pay the Fees for any usage of the Services, including, but not limited to, for usage that was accidental, unintended, in error or through the misappropriation of Access Credentials.

5.9 Balance Expiration. In order to provide users with high quality service, unused account balance will expire after 12 months. Expired payments are not refundable and will be removed from your account. The existing balance can be extended by making an additional payment before the expiration date, in which case both the old and new balance will be extended for another 12 months.

6. Proprietary Rights

6.1 Reservation of Rights. You acknowledge and agree that the software, code, hardware, trademarks, trade secrets, proprietary methods and systems used to provide the EmbedSpace and the content made available or displayed by us through the EmbedSpace, including all text, graphics, images and the look and feel of such EmbedSpace (collectively, the “EmbedSpace Content”) are owned by or licensed to EmbedSpace, including all intellectual property rights therein. Nothing in this Agreement or any of the Documentation shall be considered an assignment or other transfer of ownership in and to the EmbedSpace or EmbedSpace Content to you, either expressly, or by implication, or otherwise. Other than the authorizations or licenses as may be conferred or granted by us to you in this Agreement or any of the Documentation, EmbedSpace reserves all right, title and interest in and to the EmbedSpace and EmbedSpace Content. No right or license is granted by us to you or your Authorized Users to use any EmbedSpace trademark, trade name, service mark, product name or other source designator.

Subject to the terms of this Agreement, you are hereby granted a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to do the following: (a) access and use Our Service solely in accordance with this Agreement; and (b) copy and use Our Content solely in connection with your permitted use of Our Service. Except as provided in this Section 6.1, you obtain no rights under this Agreement from us, our Affiliates or our licensors to Our Service, including any related intellectual property rights. Some EmbedSpace Content and Third-Party Content may be provided to you under a separate license, such as the Apache License, Version 2.0, or other open source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to the EmbedSpace Content or Third-Party Content that is the subject of such separate license.

6.2 Ongoing Development. EmbedSpace may develop and provide ongoing innovation to Our Service, including new features, functionality, and efficiencies. In the event we add new features or functionality to Our Service, we may offer the new features to you at no additional charge or, if we

generally charge customers for such functionality, we may condition your use of the new features on the payment of additional Fees.

6.3 Feedback. Notwithstanding anything to the contrary in this Agreement, you hereby agree that all intellectual property rights in the Feedback, and all other ownership in any ideas, modifications, enhancements, improvements, or any other suggestion specifically relating to Our Service, are hereby assigned to EmbedSpace and shall be the sole and exclusive property of EmbedSpace. All Feedback shall be treated as EmbedSpace's Confidential Information. Without limiting the generality of the foregoing, you agree that your provision of Feedback does not give you any intellectual property or any other right, title, or interest in or to any aspects of Our Service, even if such Feedback leads to the creation of a new product or service by EmbedSpace, or New Features. "Feedback" means any suggestions, enhancement requests, recommendations, corrections or other feedback provided by you, your affiliates, and/or Authorized Users relating to the features or operation of Our Service and Documentation.

7. Confidentiality.

7.1 Confidential Information. means information in any form or medium (whether oral, written, electronic or other) that the EmbedSpace considers confidential or proprietary, including information consisting of or relating to the EmbedSpace technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the EmbedSpace has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing: all EmbedSpace Contents are the Confidential Information of Provider and the financial terms and existence of this Agreement are the Confidential Information of each of the parties.

7.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

7.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall for 5 years:

a. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

b. except as may be permitted by and subject to its compliance with Section 10.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section;

c. safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; and

d. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this agreement.

7.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 10.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

8. Termination.

8.1 Termination. EmbedSpace immediately cease all use of any Customer Data or Customer's Confidential Information, disable all Customer and Authorized User access to the Services and schedule time for termination, the termination process will start after 3 days from the request received.

a. Termination for Convenience. Subject to Section 5, either party may terminate this Agreement and your Customer Account for any reason by providing the other party at least thirty (30) days' advance notice, provided, and you shall not be entitled to any refunds.

b. Termination for Reasons.

i. Either party may terminate this Agreement, including all Order Forms, if the other party is in material breach of this Agreement and/or your Account and fails to cure that breach within thirty (30) days after receipt of written notice by the other party.

ii. EmbedSpace may terminate this Agreement and suspend Customer's access to the Services if required to do so by law or for an egregious violation by Customer of the Acceptable Use Policy.

8.2 Effect of Termination. All your rights under this Agreement and your Account immediately terminate. EmbedSpace will delete any End User Accounts and Stored Data in Customer's account in a commercially reasonable period of time.

8.3 Survival. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: (Sections 4, 7, 8.2, 8.3, 9, 11, 12)

9. Indemnification.

9.1 By Customer. The Customer will indemnify, defend and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses from and against all liabilities (including settlement costs and reasonable legal fees) arising out of any Claim against EmbedSpace and its affiliates regarding: (a) your or Authorized Users' use of Our Service; (b) Customer Domains; or (c) the Customer's, or the Customer's End Users', use of the Services in violation of the Agreement.

9.2 Possible Infringement. If EmbedSpace believes the Services may be alleged to infringe a third party's Intellectual Property Rights, EmbedSpace may: (a) obtain the right for the Customer, at EmbedSpace's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe. If EmbedSpace does not believe the options described in this section are commercially reasonable, EmbedSpace may suspend or terminate

the Customer's use of the affected Services and this Agreement, with a pro-rata refund of prepaid fees for the Services as Account Credits associated with the Customer's Account.

SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND CONTENTS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT.

10. Disclaimers. THE EMBEDSPACE SERVICE IS PROVIDED "AS IS". TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, NEITHER CUSTOMER NOR EMBEDSPACE AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING OUR SERVICE OR THE THIRD-PARTY CONTENT, AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE EMBEDSPACE SERVICE OR ANY THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY OF YOUR CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED. CUSTOMER IS RESPONSIBLE FOR USING THE EMBEDSPACE SERVICES IN ACCORDANCE WITH THE TERMS.

11. Limitations of Liability.

11.1 Limitation on Indirect Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EMBEDSPACE OR CUSTOMER'S INDEMNIFICATION OBLIGATIONS, NEITHER CUSTOMER NOR EMBEDSPACE AND ITS AFFILIATES AND LICENSORS, SUPPLIERS AND DISTRIBUTORS WILL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (A) LOSS OF USE, DATA, BUSINESS, REVENUES OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT) OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS, (C) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (D) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2 Limitation on Amount of Liability. EMBEDSPACE AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY EMBEDSPACE UNDER THIS AGREEMENT FOR THE EMBEDSPACE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. IF EMBEDSPACE SERVICE (OR ANY OTHER EMBEDSPACE PRODUCT) IS PROVIDED TO YOU WITHOUT CHARGE, THEN EMBEDSPACE WILL HAVE NO LIABILITY TO YOU WHATSOEVER. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE

12. Miscellaneous.

12.1 Modifications to the Agreement. EmbedSpace may modify this Agreement (including any policies or any links referenced herein) at any time by posting a revised version on the EmbedSpace website or by notify Customer at the email address associated with the account, and Customer may provide notice within thirty (30) days of the change to terminate the Agreement. Subject to the foregoing, the modified terms will become effective upon posting or, if we notify you by email, as stated in the email

message. By continuing to use the EmbedSpace Service after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the EmbedSpace website regularly for modifications to this Agreement. If you don't agree to the updates we make, please cancel your account before they become effective.

12.2 Entire Agreement. This Agreement incorporates any policies or other information found at the published links by reference and is the entire agreement between the Parties related to this subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between parties, whether written or verbal, regarding the subject matter of this Agreement. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments and appendices, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments and appendices; (b) second, the exhibits, schedules, attachments and appendices to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

12.3 Severability. Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.

12.4 Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any payment obligation), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a " Force Majeure Event "), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either EmbedSpace or Customer can terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more.

In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

12.5 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the written consent of EmbedSpace. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which Provider's prior written consent is required. No delegation or other transfer will relieve the Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section 12.5 is void. This Agreement is binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

12.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to the Agreement. Without limiting this section, a Customer's End Users are not third-party beneficiaries to Customer's rights under the Agreement.

12.8 Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 12.7). If to EmbedSpace email address support@embedspace.com, If to Customer email address on File Notices sent in accordance with this Section 12.7 will be deemed effectively given when sent, email, with confirmation of transmission, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours.

12.9 No Waivers. Failure by any party to enforce any provision of this Agreement shall not constitute a present or future waiver of that provision or impair the ability of the party to impose that provision at a later date. All waivers by a party must be rendered in writing in order to be successful.

12.10 No Agency. EmbedSpace and Customer are not legal partners, agents or subordinates, but are independent contractors.

12.11 Public Announcements. Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, that Provider may, without Customer's consent, include Customer's name in its lists of Provider's current or former customers of Provider in promotional and marketing materials.

12.12 Authority. Customer warrants that the user utilizing the services and entering into this agreement with the Provider on behalf of the Customer has all the necessary authority to enter into this agreement on behalf of the Customer.