

Terms Of Use

This stackTools.io Customer Agreement (the “**Agreement**”) is between you and Super7ui LLC (“**Super7ui**”). If you are agreeing to this Agreement not as an individual but on behalf of your company, then “**Customer**” or “**you**” means your company, and you are binding your company to this Agreement. Super7ui may modify this Agreement from time to time.

By clicking on the “I agree” (or similar button) that is presented to you at the time of your Order, or by using or accessing Super7ui LLC products, you indicate your assent to be bound by this Agreement.

1 Scope of the Agreement. This Agreement governs your initial purchase as well as any future purchases made by you that reference this Agreement. This Agreement includes our Privacy Policy any Orders, and any other referenced policies and attachments.

2 Types of Super7ui Products. This Agreement governs (a) Super7ui’s commercially available downloadable software products (currently designated as "Server" or "Data Center" deployments) (“**Software**”), (b) Super7ui’s hosted or cloud-based solutions (currently designated as "Cloud" deployments) (“**Hosted Services**”), and (c) any related support or maintenance services provided by Super7ui. Software and Hosted Services, together with related Documentation, are referred to as “**Products**”. The Products and their permitted use are further described in Super7ui’s standard documentation (“**Documentation**”). Section 6 (Software Terms) applies specifically to Software, and Section 7 (Hosted Services Terms) applies specifically to Hosted Services, but unless otherwise specified, other provisions of this Agreement apply to all Products.

3 Account Registration. You need to register for a Super7ui account in order to place orders or access or receive any Products. Any registration information that you provide to us must be accurate, current and complete. You must also update your information so that we may send notices, statements and other information to you by email or through your account. You are responsible for all actions

taken through your accounts.

4 Orders.

4.1 Directly with Super7ui. Super7ui's Product ordering documentation or purchase flow ("**Order**") will specify your authorized scope of use for the Products, which may include: (a) storage or capacity (for Hosted Services) or (b) other restrictions or billable units (as applicable, the "**Scope of Use**"). The term "**Order**" also includes any applicable Product or Support and Maintenance renewal, or purchases you make to increase or upgrade your Scope of Use.

5 Authorized Users. Only the specific individuals for whom you have paid the required fees and whom you designate through the applicable Product ("**Authorized Users**") may access and use the Products. Some Products may allow you to designate different types of Authorized Users, in which case functionality may vary according to the type of Authorized User. Authorized Users may be you or your Affiliates' employees, representatives, consultants, contractors, agents, or other third parties who are acting for your benefit or on your behalf. You may also permit your customers to have limited access to certain Products as Authorized Users. You may increase the number of Projects your instance is allowed to create by placing a new Order or, in some cases, directly through the Product. In all cases, you must pay the applicable fee for the increased number of Authorized Projects.

6 Software Terms.

6.1 Your License Rights. Subject to the terms and conditions of this Agreement, Super7ui LLC grants you a non-exclusive, non-sublicenseable and non-transferable license to install and use the Software during the applicable License Term in accordance with this Agreement, your applicable Scope of Use, and the Documentation. The term of each Software license ("**License Term**") will be specified in your Order. Your License Term will end upon any termination of this Agreement, even if it is identified as "perpetual" or if no expiration date is specified in your Order.

7 Hosted Services Terms.

7.1 Access to Hosted Services. Subject to the terms and conditions of this Agreement, Super7ui grants you a non-exclusive right to access and use the Hosted Services during the applicable Subscription Term (as defined below) in accordance with this

Agreement, your applicable Scope of Use and the Documentation. If Super7ui offers client software (e.g., a desktop or mobile application) for any Hosted Service, you may use such software solely with the Hosted Service, subject to the terms and conditions of this Agreement. You acknowledge that our Hosted Services are on-line, subscription-based products and that we may make changes to the Hosted Services from time to time.

7.2 Subscription Terms and Renewals. Hosted Services are provided on a subscription basis for a set term specified in your Order (“**Subscription Term**”). Except as otherwise specified in your Order, all subscriptions will automatically renew for periods equal to your initial Subscription Term (and you will be charged at the then-current rates) unless you cancel your subscription through your account at stackTools.io. If you cancel, your subscription will terminate at the end of then-current billing cycle, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.

7.3 Credentials. You must ensure that all Authorized Users keep their user IDs and passwords for the Hosted Services strictly confidential and not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared. You are responsible for any and all actions taken using your accounts and passwords, and you agree to immediately notify Super7ui of any unauthorized use of which you become aware.

7.4 Your Data. “**Your Data**” means any data, content, code, video, images or other materials of any type that you upload, submit or otherwise transmit to or through Hosted Services. You will retain all right, title and interest in and to Your Data in the form provided to Super7ui. Subject to the terms of this Agreement, you hereby grant to Super7ui a non-exclusive, worldwide, royalty-free right to (a) collect, use, copy, store, transmit, modify and create derivative works of Your Data, in each case solely to the extent necessary to provide the applicable Hosted Service to you and (b) for Hosted Services that enable you to share Your Data or interact with other people, to distribute and publicly perform and display Your Data as you (or your Authorized Users) direct or enable through the Hosted Service. Super7ui may also access your account or instance in order to respond to your support requests.

7.5 Security. Super7ui implements security procedures to help protect Your Data from security attacks. However, you understand that use of the Hosted Services necessarily involves transmission of Your Data over networks that are not owned, operated or controlled by us, and we are not responsible for any of Your Data lost, altered, intercepted or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of Your Data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers.

7.6 Storage Limits. There may be storage limits associated with a particular Hosted Service. These limits are described in the services descriptions on our websites or in the Documentation for the particular Hosted Service. Super7ui reserves the right to charge for additional storage or overage fees at the rates specified on our website. We may impose new, or may modify existing, storage limits for the Hosted Services at any time in our discretion, with or without notice to you.

7.7 Responsibility for Your Data.

7.7.1 General. You must ensure that your use of Hosted Services and all Your Data is at all times compliant with all applicable local, state, federal and international laws and regulations (“**Laws**”). You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all Your Data to Super7ui and to grant the rights granted to Super7ui in this Agreement and (ii) Your Data and its transfer to and use by Super7ui as authorized by you under this Agreement do not violate any Laws (including without limitation those relating to export control and electronic communications) or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations under Section 7.5 (Security), Super7ui assumes no responsibility or liability for Your Data, and you shall be solely responsible for Your Data and the consequences of using, disclosing, storing, or transmitting it.

7.7.2 Sensitive Data. You will not submit to the Hosted Services (or use the Hosted Services to collect): (i) any personally identifiable

information, except as necessary for the establishment of your Super7ui account; (ii) any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations; or (iii) any other information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations) ((i) through (iii), collectively, “**Sensitive Data**”). You also acknowledge that Super7ui is not acting as your Business Associate or subcontractor (as such terms are defined and used in HIPAA) and that the Hosted Services are not HIPAA compliant. “**HIPAA**” means the Health Insurance Portability and Accountability Act, as amended and supplemented. Notwithstanding any other provision to the contrary, Super7ui has no liability under this Agreement for Sensitive Data.

7.7.3 Indemnity for Your Data. You will defend, indemnify and hold harmless Super7ui from and against any loss, cost, liability or damage, including attorneys’ fees, for which Super7ui becomes liable arising from or relating to any claim relating to Your Data, including but not limited to any claim brought by a third party alleging that Your Data, or your use of the Hosted Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law. This indemnification obligation is subject to your receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of Super7ui at your expense.

7.8 Removals and Suspension. Super7ui has no obligation to monitor any content uploaded to the Hosted Services. Nonetheless, if we deem such action necessary based on your violation of this Agreement or in response to takedown requests that we receive following our guidelines for Reporting Copyright and Trademark Violations, we may (1) remove Your Data from the Hosted Services or (2) suspend your access to the Hosted Services. We will generally alert you when we take such action and give you a reasonable opportunity to cure your breach, but if we determine that your actions endanger the operation of the Hosted Service or other users, we may suspend your access immediately without notice. You will continue to be charged for the Hosted Service during any suspension period. We

have no liability to you for removing or deleting Your Data from or suspending your access to any Hosted Services as described in this section.

7.9 Deletion at End of Subscription Term. We may remove or delete Your Data 1 month after the termination of your Subscription Term.

8 Support and Maintenance. Super7ui will provide email support of its Products while your subscription is active. Support and Maintenance for Software includes access to New Releases, if and when available. You may use any New Releases that we provide to you during a valid support term in the same way that you use Software, and New Releases are included in the definition of Software in that case. “**New Releases**” are bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the Software that we make generally commercially available.

9 Returns and Financial Terms.

9.1 Return Policy. All our Hosted Services offer a free tier. We suggest you try the service under these terms. In the context of Hosted Services, a return means that we will disable access to the Hosted Service. You understand that Super7ui may change this practice in the future.

9.2 Payment. You agree to pay all fees in accordance with each Order. Unless otherwise specified in your Order, you will pay all amounts in U.S. dollars at the time you place your Order. All amounts are non-refundable, non-cancelable and non-creditable. In making payments, you acknowledge that you are not relying on future availability of any Products beyond the current License Term or Subscription Term or any Product upgrades or feature enhancements. You agree that we may bill your credit card for renewals, additional projects, and unpaid fees, as applicable.

10 No-Charge Products. We may offer certain Products to you at no charge, including free accounts, trial use, and access to Beta Versions as defined below (“**No-Charge Products**”). Your use of No-Charge Products is subject to any additional terms that we specify and is only permitted for the period designated by us. You may not use No-Charge Products for competitive analysis or similar purposes. We may terminate your right to use No-Charge Products at any time

and for any reason in our sole discretion, without liability to you. You understand that any pre-release and beta products we make available (“**Beta Versions**”) are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Products. We make no promises that any Beta Versions will ever be made generally available. In some circumstances, we may charge a fee in order to allow you to access Beta Versions, but the Beta Versions will still remain subject to this Section 10 (No-Charge Products). All information regarding the characteristics, features or performance of Beta Versions constitutes Super7ui’s Confidential Information. To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to No-Charge Products, including any Support and Maintenance, warranty, and indemnity obligations.

11 Restrictions. Except as otherwise expressly permitted in this Agreement, you will not: (a) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, sublicense, transfer, or provide access to the Products to a third party, (b) use the Products for the benefit of any third party, (c) incorporate any Products into a product or service you provide to a third party, (d) interfere with any license key mechanism in the Products or otherwise circumvent mechanisms in the Products intended to limit your use, (e) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Products, except as permitted by law, (f) remove or obscure any proprietary or other notices contained in any Product, or (g) publicly disseminate information regarding the performance of the Products.

12 Ownership and Feedback. Products are made available on a limited license or access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as “purchase” or “sale”. Super7ui and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to the Products (including all No-Charge Products), their “look and feel”, any and all related or underlying technology, and any modifications or derivative works of the foregoing created by or for Super7ui. From time to time, you may choose to submit comments, information, questions, data, ideas, description of processes, or other information to Super7ui,

including sharing Your Modifications or in the course of receiving Support and Maintenance (“**Feedback**”). Super7ui may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in this Agreement limits Super7ui’s right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

13 Confidentiality. Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how, business, technical and financial information disclosed to such party (“**Receiving Party**”) by the disclosing party (“**Disclosing Party**”) constitute the confidential property of the Disclosing Party (“**Confidential Information**”), provided that it is identified as confidential at the time of disclosure. Any Super7ui’s Technology and any performance information relating to the Products shall be deemed Confidential Information of Super7ui’s without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law. For the avoidance of doubt, this

Section shall not operate as a separate warranty with respect to the operation of any Product.

14 Term and Termination. This Agreement is in effect for as long as you have a valid License Term or Subscription Term (the “Term”), unless sooner terminated as permitted in this Agreement. Either party may terminate this Agreement before the expiration of the Term if the other party materially breaches any of the terms of this Agreement and does not cure the breach within thirty (30) days after written notice of the breach. Either party may also terminate the Agreement before the expiration of the Term if the other party ceases to operate, declares bankruptcy, or becomes insolvent or otherwise unable to meet its financial obligations. You may terminate this Agreement at any time with notice to Super7ui, but you will not be entitled to any credits or refunds as a result of convenience termination for prepaid but unused Software, Hosted Services subscriptions, or Support and Maintenance. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise. Once the Agreement terminates, you (and your Authorized Users) will no longer have any right to use or access any Products, or any information or materials that we make available to you under this Agreement, including Super7ui’s Confidential Information. You are required to delete any of the foregoing from your systems as applicable and provide written certification to us that you have done so at our request. The following provisions will survive any termination or expiration of this Agreement: Sections 7.7.3 (Indemnity for Your Data), 9.3 (Payment), 9.4 (Taxes), 10 (No-Charge Products) (disclaimers and use restrictions only), 11 (Restrictions), 12 (Ownership and Feedback), 13 (Confidentiality), 14 (Term and Termination), 15.2 (Warranty Disclaimer), 16 (Limitation of Liability), 19 (Dispute Resolution), 20 (Export Restrictions), and 22 (General Provisions).

15 Warranty and Disclaimer.

15.1 Due Authority. Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, if you are an entity, this Agreement and each Order is entered into by an employee or agent of such party with all necessary authority to

bind such party to the terms and conditions of this Agreement.

15.2 WARRANTY DISCLAIMER. ALL PRODUCTS ARE PROVIDED “AS IS,” AND SUPER7UI AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. SUPER7UI SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SUPER7UI. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPER7UI DOESN'T MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY PRODUCTS OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE PRODUCTS WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (C) THE PRODUCTS (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PRODUCTS) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS); (D) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE PRODUCTS (OR ANY SERVER(S) THAT MAKE A HOSTED SERVICE AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

16 Limitation of Liability. NEITHER PARTY (NOR ITS SUPPLIERS) SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY

INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER SHALL EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO US FOR PRODUCTS AND SUPPORT AND MAINTENANCE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, OUR AGGREGATE LIABILITY TO YOU IN RESPECT OF NO-CHARGE PRODUCTS SHALL BE US\$20. THIS SECTION 16 (LIMITATION OF LIABILITY) SHALL NOT APPLY TO (1) AMOUNTS OWED BY YOU UNDER ANY ORDERS, (2) EITHER PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, OR (3) YOUR BREACH OF SECTION 11 (RESTRICTIONS) OR SECTION 2 (COMBINING THE PRODUCTS WITH OPEN SOURCE SOFTWARE)). The parties agree that the limitations specified in this Section 16 (Limitation of Liability) will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

17 Publicity Rights. We may identify you as an Super7ui customer in our promotional materials. You may request that we stop doing so by submitting an email to Sales@super7ui.com at any time. Please note that it may take us up to 30 days to process your request.

18 Improving Our Products. We are always striving to improve our Products. In order to do so, we need to measure, analyze, and aggregate how users interact with our Products, such as usage patterns and characteristics of our user base. We collect and use analytics data regarding the use of our Products as described in our Privacy Policy.

19 Dispute Resolution

19.1 Dispute Resolution; Arbitration. In the event of any controversy or claim arising out of or relating to this Agreement, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement

within a period of 60 days, any unresolved controversy or claim arising out of or relating to this Agreement shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The parties shall seek to mutually appoint an arbitrator. If the parties cannot agree on a single arbitrator, then there shall be three (3) arbitrators: one selected by each party, and a third selected by the first two. Arbitration will take place Denver, CO(USA). All negotiations and arbitration proceedings pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

19.2 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the applicable laws of the State of Colorado, USA, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding that is not otherwise subject to the arbitration provisions of Section 19.1 (Dispute Resolution; Arbitration) must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in Denver, Colorado, USA, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in Denver, Colorado, USA, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing, Super7ui may bring a claim for equitable relief in any court with proper jurisdiction.

19.3 Injunctive Relief; Enforcement. Notwithstanding the provisions of Section 19.1 (Dispute Resolution; Arbitration), nothing in this Agreement shall prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

19.4 Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement regardless of when or where adopted.

20 Export Restrictions. The Products are subject to export

restrictions by the United States government and import restrictions by certain foreign governments, and you agree to comply with all applicable export and import laws and regulations in your use of the Products. You shall not (and shall not allow any third-party to) remove or export from the United States or allow the export or re-export of any part of the Products or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You represent and warrant that (i) you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list and (ii) that none of Your Data is controlled under the US International Traffic in Arms Regulations. The Products are restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the United States government.

21 Changes to this Agreement. We may update or modify this Agreement from time to time, including any referenced policies and other documents. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, sending an email to the billing or technical contact you designate in the applicable Order, posting on our blog, through your Super7ui account, or in the Product itself). If we modify the Agreement during your License Term or Subscription Term, the modified version will be effective upon your next renewal of a License Term, Support and Maintenance term, or Subscription Term, as applicable. In this case, if you object to the updated Agreement, as your exclusive remedy, you may choose not to renew, including cancelling any terms set to auto-renew. With respect to No-Charge Products, accepting the updated Agreement is required for you to continue using the No-Charge Products. You may be required to click through the updated

Agreement to show your acceptance. If you do not agree to the updated Agreement after it becomes effective, you will no longer have a right to use No-Charge Products. For the avoidance of doubt, any Order is subject to the version of the Agreement in effect at the time of the Order.

22 General Provisions. Any notice under this Agreement must be sent via email. We may provide notice to you via email or through your account. Our notices to you will be deemed given upon the first business day after we send it. You may provide notice to use by sending an email to sales@super7ui.com. Your notices to us will be deemed given upon our acknowledgement of receipt. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency. You may not assign this Agreement without our prior written consent. We will not unreasonably withhold our consent if the assignee agrees to be bound by the terms and conditions of this Agreement. We may assign our rights and obligations under this Agreement (in whole or in part) without your consent. The Products are commercial computer software. If you are an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Products were developed fully at private expense. All other use is prohibited. This Agreement is the entire agreement between you and Super7ui relating to the Products and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products or any other subject matter covered by this Agreement. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Agreement may

not be modified or amended by you without our written agreement (which may be withheld in our complete discretion without any requirement to provide any explanation). As used herein, “including” (and its variants) means “including without limitation” (and its variants). No failure or delay by the injured party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. The parties are independent contractors. This Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give on party the express or implied right, power or authority to create any duty or obligation of the other party.