

END-USER LICENSE AGREEMENT (“EULA”)

This EULA is a legal agreement between the end-user customer (collectively referred to herein as “You” or “Your” or “End-User”), and MSP INTEGRATIONS, LLC.. This EULA governs Your use of the subscription-based software and services, including MSP Integrated Chat Software and Support, the Cloud (“**Subscription Services**”), and any Documentation sold hereunder to End-User (hereinafter individually and collectively the “**Products and Services**”).

BY OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE PRODUCTS AND SERVICES, OR CLICKING AN “I ACCEPT” OR “CONTINUE” BUTTON ASSOCIATED WITH THIS EULA, YOU (OR YOUR AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGE AND AGREE THAT THIS IS A BINDING EULA AND YOU HEREBY AGREE TO THE TERMS OF THIS EULA AND ACCEPT MSP INTEGRATIONS, LLC.’s OFFER TO LICENSE OR PURCHASE THE PRODUCTS AND SERVICES PURSUANT TO THE TERMS HEREIN. YOUR REQUEST TO PURCHASE OR LICENSE THE PRODUCTS AND SERVICES IS CONSIDERED ACCEPTED BY MSP INTEGRATIONS, LLC. WHEN MSP INTEGRATIONS, LLC. GRANTS YOU ACCESS TO USE OF THE PRODUCT AND SERVICES. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE ENTERING INTO THIS EULA ON BEHALF OF THE END-USER, YOU HEREBY REPRESENT AND WARRANT TO MSP INTEGRATIONS, LLC. THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS EULA ON BEHALF OF THE END-USER AND BIND END-USER TO THE TERMS AND CONDITIONS CONTAINED IN THIS EULA; AND (B) YOU ARE OVER THE AGE OF 18 YEARS OLD. IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS EULA OR ARE NOT AUTHORIZED TO ENTER INTO THIS EULA ON BEHALF OF THE END-USER, DO NOT OPERATE, DOWNLOAD, INSTALL, REGISTER OR OTHERWISE USE THE PRODUCTS AND SERVICES.

MSP INTEGRATIONS, LLC. reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this EULA and to impose new or additional rules, policies, terms, or conditions on Your use of the Products and Services. We will communicate changes to this EULA by posting the new version of the EULA on its website at MSP INTEGRATIONS, LLC.XX or as otherwise determined by MSP INTEGRATIONS, LLC. in its sole discretion, or as otherwise required by Applicable Law, at which time such updated EULA will be immediately effective. Your continued use of any Products and Services after such notification of changes to this EULA will constitute Your acceptance of any and all such changes.

1) **DEFINITIONS.**

- a. “**Applicable Law**” shall mean all applicable laws, regulations, ordinances, rules, codes and orders of governmental authorities having jurisdiction over MSP INTEGRATIONS, LLC. and End-User.
- b. “**MSP Integrated Chat**” means the MSP INTEGRATIONS, LLC. owned software more fully-described at www.mspic.io.
- c. “**Users**” means You and/or those employees or contractors of End-User who are using the Products and Services.
- d. “**Documentation**” means written, published information accessible via <https://<yoursubdomain>.mspic.io> as updated from time to time.
- e. “**Intellectual Property Rights**” means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors’ rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.
- f. “**Modifications**” means additional, or modified functionality, updates, enhancements, security updates and patches, and upgrades to the MSP Integrated Chat Software.
- g. “**Order**” means a request to purchase or use the Products and Services that is submitted electronically by End-User to MSP INTEGRATIONS, LLC. and is accepted by MSP INTEGRATIONS, LLC., pursuant to which End-User agrees to the terms of this EULA.
- h. “**Cloud**” means the cloud-based off premises storage services provided by MSP INTEGRATIONS, LLC., or its third party service providers, in data centers located in the United States. All Support and account information for all Users are stored on servers located within the United States.
- i. “**Subscription Term**” means the period of time during which MSP INTEGRATIONS, LLC. has committed to provide, and End-User has committed to pay for, the Subscription Services and as described in Section 7 herein.
- j. “**Support**” means the support and maintenance services performed by MSP INTEGRATIONS, LLC. related to the MSP Integrated Chat Software and Cloud. Descriptions of the Support services are accessible via <https://<yoursubdomain>.mspic.io>
- k. “**Data**” means all content and materials backed up, stored, indexed, or otherwise transmitted by End-User using the MSP Integrated Chat Software.

2) **GRANT OF LICENSE AND ACCESS TO SUBSCRIPTION SERVICES.**

- a) **PRODUCTION LICENSE DURING SUBSCRIPTION TERM.** Subject to the terms and conditions of this EULA, MSP INTEGRATIONS, LLC.

grants to End-User a nonexclusive, nontransferable, non-sublicenseable, revocable, limited license to download and use the Subscription Services during the Subscription Term solely for its internal business purposes.

3) ORDERING.

a) PAYMENT. End-User agrees to purchase the Products and Services for the prices set forth on the Order (“Fees”). End-User will make full payment in US Dollars, without set-off and in immediately available funds, via credit card payment during enrollment, and each subsequent Subscription Term (monthly). All Fees described on an Order will be fully invoiced in advance. If any payment is more than fifteen (15) days late, MSP INTEGRATIONS, LLC. may, without limiting any remedies available to MSP INTEGRATIONS, LLC.: (i) terminate the applicable Order; or (ii) suspend performance of or access to the applicable Products and Services including any portion of the Subscription Service, until payment is made current. End-User will pay interest on all delinquent amounts at the lesser of 1.5% per month or the maximum rate permitted by Applicable Law. All Fees are exclusive of all sales, use, excise, value added, withholding and other taxes, and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the Products and Services shall be invoiced to and paid by End-User. For purposes of calculating sales and similar taxes, MSP INTEGRATIONS, LLC. will use the address set forth on the Order as the jurisdiction to which Products and Services are delivered unless End-User has otherwise notified MSP INTEGRATIONS, LLC. in writing. End-User will provide tax exemption certificates to MSP INTEGRATIONS, LLC. (directed to inquiry@mspic.io). MSP INTEGRATIONS, LLC. reserves the right to increase Fees at any time, although increases in Fees for Subscriptions Services will not go into effect until the next renewal of the Subscription Term.

b) PAYMENT BY CREDIT CARD. If End-User pays by credit card, End-User agrees that MSP INTEGRATIONS, LLC. may charge the credit card provided by End-User until End-User specifies otherwise, and End-User agrees to promptly contact MSP INTEGRATIONS, LLC. if its credit card information needs to be updated.

e. RENEWALS. End-User’s subscription to the Products and Services it purchases will automatically renew at the end of each Subscription Term unless End-User notifies MSP INTEGRATIONS, LLC. in writing. Unless otherwise requested by End-User, any renewals will be the same duration as the prior Subscription Term.

f. PURCHASE OF ADDITIONAL USERS. If End-User chooses to increase the number of Users during a Subscription Term (a “Subscription Upgrade”), any incremental Fees associated with such Subscription Upgrade will be prorated over the remaining period of the then-current Subscription Term, and due and payable upon issuance of the product license key. In any future Subscription Term, the Fees will reflect any such Subscription Upgrades.

g. NO REFUNDS. EXCEPT AS REQUIRED BY APPLICABLE LAW, MSP INTEGRATIONS, LLC. IS NOT OBLIGATED TO REFUND ANY FEES OR OTHER PAYMENTS ALREADY PAID, AND ANY CANCELLATION BY END-USER WILL TAKE PLACE AT THE END OF THE APPLICABLE SUBSCRIPTION TERM, UNLESS OTHERWISE AGREED IN WRITING BY THE PARTIES.

4) CONFIDENTIALITY.

a) CONFIDENTIAL INFORMATION. “Confidential Information” means a party’s information, not generally known by non-party personnel, used by the party and which is proprietary to the party or the disclosure of which would be detrimental to the party. Confidential Information includes, but is not limited to, the following types of information (whether reduced to writing or designated as confidential):

- i) the Products and Services;
- ii) a party’s internal personnel, financial, marketing and other business information and manner and method of conducting business;
- iii) a party’s strategic, operations and other business plans and forecasts;
- iv) technology, research and development, current and prospective customers, and billing records; and
- v) confidential information provided by or regarding a party’s employees, customers, vendors and other contractors, including Data.

b) Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the receiving party; (ii) was in the receiving party’s possession before receipt from the disclosing party; (iii) is rightfully received by the receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the disclosing party without a duty of confidentiality to third party(ies); (v) is independently developed by the receiving party; or (vi) is disclosed with the prior written approval of the disclosing party.

c) Confidential Information of the disclosing party may be disclosed in response to a valid court order or other legal process, only to the extent required by such order or process and only after the receiving party has promptly given the disclosing party written notice of such court order or other legal process (unless such notice to the disclosing party is prohibited by applicable law) and the opportunity for the disclosing party to seek a protective order or confidential treatment of such Confidential Information.

d) Non-Disclosure. During the Subscription Term and for five (5) years following termination or expiration, each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this EULA or exercise its rights. Each party agrees to secure and protect the other

party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information, but in no event less than reasonable care, and to take appropriate action by instruction or agreement with its employees, consultants, third party service providers, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this EULA. Neither MSP INTEGRATIONS, LLC. or End-User will disclose, or permit to be disclosed, the other party's Confidential Information directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Both MSP INTEGRATIONS, LLC. and End-User agree to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Both MSP INTEGRATIONS, LLC. and End-User shall promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this EULA.

5) INTELLECTUAL PROPERTY.

a. OWNERSHIP. This EULA contains a limited license to use the Products and Services during a Subscription Term, not a transfer of title to the Products and Services. All Intellectual Property Rights in the Products and Services belong exclusively to MSP INTEGRATIONS, LLC. and its licensors. End-User is granted no licenses of any kind to any Intellectual Property Rights other than as expressly granted herein. End-User shall not do, or cause to be done, any acts or things contesting or in any way impairing or tending to impair any portion of the right, title and interest of MSP INTEGRATIONS, LLC. in and to the Intellectual Property Rights. End-User shall not delete or in any manner alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Products and Services as delivered to End-User. To the extent End-User provides any suggestions, comments or other feedback related to the Products and Services to MSP INTEGRATIONS, LLC. or its authorized third party agent(s) ("**Feedback**"), End-User hereby grants MSP INTEGRATIONS, LLC. a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicenseable, transferable license to use such Feedback or subject matter thereof in any way and without limitation.

b. RESTRICTIONS. Except as otherwise expressly provided under this EULA, End-User shall have no right, and End-User specifically agrees not to: (i) transfer, assign or sublicense any license or subscription rights to another person or entity, and End-User acknowledges that any attempted transfer, assignment, sublicense or use shall be void; (ii) make error corrections to, or otherwise modify or adapt, the Products and Services or to create derivative works based upon the Products and Services, or permit third parties to do the same, except as otherwise expressly permitted under Applicable Law; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Products and Services to human-readable form, except to the extent otherwise expressly permitted under Applicable Law notwithstanding this restriction; (iv) use or permit the Products and Services to be used or otherwise rebranded for commercial use in the operation of End-User's business or to perform services for third parties, whether as a managed service provider, outsourced business process providers, on a service bureau or time sharing basis or otherwise; (v) disclose, provide, or otherwise make available trade secrets contained within the Products and Services in any form, to any third party without the prior written consent of MSP INTEGRATIONS, LLC.; or (vi) use the Products and Services to develop any software application or similar products and services.

c. CHANGES TO OR DISCONTINUATION OF SUBSCRIPTION SERVICES. MSP INTEGRATIONS, LLC. reserves the right to revise or discontinue any goods or services at any time without notice to End-User. Changes to or discontinuation of the Subscription Services may occur after End-User accepts an Order but before MSP INTEGRATIONS, LLC. fulfills the Order or before any renewal of the Subscription Services.

6) DATA SECURITY.

a. USER IDS. As a condition to using the Subscription Services, each User of the Subscription Services will be required to register and select a user name ("**User ID**") and password. End-User will provide accurate and complete registration information and will update its registration information, as necessary, to keep current. End-User should not (i) select or use as a User ID the name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than such user without appropriate authorization. End-User is solely responsible for the security of any User ID, password, custody or control of End-User or its Users; End-User shall ensure that its Users do not share User IDs, passwords with others.

b. MODIFICATIONS. The MSP Integrated Chat Software may automatically push and install Modifications, such as, but not limited to, bug fixes and security updates, for the Products and Services. Such updates may install automatically as part of the Cloud; in any event, if a bug fix or security update is deemed critical by MSP INTEGRATIONS, LLC., then MSP INTEGRATIONS, LLC. may automatically install such fix or update. For continuity of performance, End-User agrees that MSP INTEGRATIONS, LLC. may, at any time in its sole discretion, access the MSP Integrated Chat Software on End-User's devices, and/or cause the MSP Integrated Chat Software to contact MSP INTEGRATIONS, LLC., to provide Modifications.

c. SECURITY BREACH OR CYBER-ATTACK. MSP INTEGRATIONS, LLC. may, without liability, suspend or terminate any or all Subscription Services to some or all of the Users: (i) following a possible or actual security breach or cyber-attack on MSP

INTEGRATIONS, LLC.; (ii) in order to protect MSP INTEGRATIONS, LLC.'s network in the Cloud; (iii) if required by a governmental entity or law enforcement agency; (iv) if a User is causing technical or other problems to the Cloud; (v) upon the termination or expiration of a Subscription Term; or (vi) as otherwise allowed under this EULA.

7) TERM AND TERMINATION.

a) **COMMENCEMENT AND RENEWAL.** This Agreement shall commence on the date MSP INTEGRATIONS, LLC. accepts End Users request to purchase and use the Subscription Services and shall remain in effect for one (1) month (the "Initial Term"). Thereafter, this EULA shall be automatically renewed as a month-to-month agreement, without interruption, for successive one (1) month periods at the same terms, conditions and prices as set forth herein (each successive one-month period shall be the "Subscription Term"). Either party may terminate this EULA for any reason, by providing written notice of termination to the other party at least thirty (30) days in advance of the last date of intended service.

b) **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this EULA, You shall promptly cease using the Subscription Services. Upon expiration or termination of this EULA, You shall promptly pay all outstanding fees and charges due to MSP INTEGRATIONS, LLC. through the date of termination. Expiration or termination of this EULA shall not relieve either party of its obligations regarding Confidential Information.

8) LIMITED WARRANTIES.

a. **SUBSCRIPTION SERVICES.** MSP INTEGRATIONS, LLC. warrants to End-User that the Subscription Services will be provided in accordance with the Documentation. If End-User believes the warranty stated in this section has been breached, End-User must notify MSP INTEGRATIONS, LLC. in writing of the breach no later than thirty (30) days following the date the warranty was allegedly breached (directed to inquiry@mspic.io), and MSP INTEGRATIONS, LLC. will, in MSP INTEGRATIONS, LLC.'s sole discretion, (i) promptly correct the non-conformity, at MSP INTEGRATIONS, LLC.'s expense, or (ii) terminate this EULA and refund a prorated amount of the Fees prepaid by End-User to MSP INTEGRATIONS, LLC. from the date on which End-User notified MSP INTEGRATIONS, LLC. in writing of any such breach of warranty. Unless otherwise prohibited by Applicable Law, this is End-User's sole and exclusive remedy for breach of warranty.

b. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED BY MSP INTEGRATIONS, LLC.. MSP INTEGRATIONS, LLC. DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES WILL MEET END-USER'S REQUIREMENTS, THAT THE PRODUCTS OR SERVICES WILL BE COMPATIBLE WITH END-USER'S TECHNICAL ENVIRONMENT, OR THAT THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF PRODUCTS AND SERVICES IS WITH END-USER.

9) LIMITATION OF LIABILITY.

a. MSP INTEGRATIONS, LLC.'s maximum liability for damages under this EULA (regardless of the form of action, whether in contract or tort), including and without limitation for, data loss, loss of use of equipment, or business interruption caused by MSP INTEGRATIONS, LLC., shall not exceed the Fees paid by You to MSP INTEGRATIONS, LLC. under this EULA for the Products and Services to which the claim relates in the twelve (12) months immediately preceding the claim for damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANY THIRD PARTY FOR DAMAGES WHATSOEVER, OR TO THE OTHER PARTY FOR ANY (I) BREACH, LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA; OR (II) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10) COPYRIGHT, PATENT, TRADE SECRET, AND TRADEMARK INDEMNITY.

Subject to the limitations of Section 11, and only if End-User has purchased and is using the Subscription Services in accordance with this EULA and Applicable Law, MSP INTEGRATIONS, LLC. will, at its expense, defend any suit or claim brought against End-User and will indemnify End-User against any settlement agreed to by MSP INTEGRATIONS, LLC. or any award of damages and costs against End-User by a final court judgment based on a claim that End-User's use of the MSP Integrated Chat Software infringes or violates any U.S. patent, copyright, trade secret, proprietary, or other intellectual property right of a third party as of the effective date of this EULA, provided that: (i) End-User must notify MSP INTEGRATIONS, LLC. promptly in writing of any notice of any such claim (directed to inquiry@mspic.io); (ii) End-User must cooperate with MSP INTEGRATIONS, LLC. in all reasonable respects in connection with the investigation and defense of any such claim; (iii) MSP INTEGRATIONS, LLC. shall have sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise; and (iv) should the MSP Integrated Chat Software become, or in MSP INTEGRATIONS, LLC.'s opinion be likely to become, the subject of a claim of copyright, patent or trademark

infringement or trade secret misappropriation, End-User will permit MSP INTEGRATIONS, LLC., at MSP INTEGRATIONS, LLC.'s option and expense, either to: (1) procure for End-User the right to continue using the affected MSP Integrated Chat Software; (2) replace or modify the same so that it becomes non-infringing; or (3) terminate this EULA with respect to such MSP Integrated Chat Software and provide to End-User a refund, on a pro-rata basis, of all applicable prepaid Fees received by MSP INTEGRATIONS, LLC. for the MSP Integrated Chat Software related to the infringement allegation for the applicable Subscription Term. Notwithstanding anything herein to the contrary, however, MSP INTEGRATIONS, LLC. shall have no obligation or liability under any provision of this section if any copyright, patent or trademark infringement or trade secret misappropriation claim is based upon use of Products and Services in a manner other than that for which it was furnished by MSP INTEGRATIONS, LLC., upon any Products and Services which have been modified by or for End-User or used in connection with any third party products or services not provided by MSP INTEGRATIONS, LLC. in such a way as to cause it to become infringing, or upon any trademark or service mark which is not used by MSP INTEGRATIONS, LLC..

11) INDEMNITY BY END-USER.

End-User will, to the fullest extent permitted by Applicable Law, indemnify MSP INTEGRATIONS, LLC. and its officers, directors, shareholders, employees and agents and their respective successors and assigns (collectively, the "**MSP INTEGRATIONS, LLC. Indemnified Parties**") against and hold the MSP INTEGRATIONS, LLC. Indemnified Parties harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees in connection with investigating, defending, or settling any claim relating to or arising out of any acts or omissions on the part of End-User which give rise to claims against MSP INTEGRATIONS, LLC. Indemnified Parties by third parties (unaffiliated with MSP INTEGRATIONS, LLC.), provided any final settlement shall require MSP INTEGRATIONS, LLC.'s consent (which shall not be unreasonably withheld) if the final settlement or compromise does not provide for the unconditional and full release of the MSP INTEGRATIONS, LLC. Indemnified Parties or if the final settlement or compromise requires the specific performance of MSP INTEGRATIONS, LLC. Indemnified Parties or if such settlement or compromise requires any admission of guilt or wrongdoing by MSP INTEGRATIONS, LLC.. In all events, MSP INTEGRATIONS, LLC. shall have the right to participate in the defense of any such suit or proceeding at any time through counsel of its own choosing, provided that such participation shall be at MSP INTEGRATIONS, LLC.'s own cost.

12) YOUR OBLIGATIONS.

End-User represents and warrants that (a) End-User shall use the Products and Services only for lawful purposes, and will comply with all Applicable Laws; (b) End-User shall use the Products and Services only for its internal business needs and for no other commercial or third party uses; and (c) End-User's access to and collection, use, relocation, storage, disclosure and disposition of Data shall comply with all Applicable laws, including without limitation, all privacy and data security laws.

13) GENERAL PROVISIONS.

- a. **JURISDICTION/GOVERNING LAW.** Any party bringing suit under this EULA shall do so in Hennepin County District Court in the State of Minnesota. The EULA shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles. The 1980 United Nations Convention on Contracts for the International Sale of Goods, any state's enactment of the Uniform Computer Information Transactions Act, and the United Nations Convention on the Limitation Period in the International Sale of Goods, and any subsequent revisions thereto, do not apply to this EULA.
- b. **NOTICES.** You agree to inform MSP INTEGRATIONS, LLC. of any problems, issues or claims via written notice, which includes by email.
- c. **WAIVER.** No waiver by MSP INTEGRATIONS, LLC. of any breach by You of any of the provisions of this EULA shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.
- d. **ENTIRE AGREEMENT.** This EULA, including any other exhibits referenced herein, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreements between the parties, with respect to the subject of this EULA.
- e. **MODIFICATION.** MSP INTEGRATIONS, LLC. may modify the terms of this EULA as more fully-described herein.
- f. **SEVERABILITY.** If any provision of this EULA is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.
- g. **ATTORNEY'S FEES AND COSTS.** If MSP INTEGRATIONS, LLC. takes action to collect Fees that are due and payable to MSP INTEGRATIONS, LLC. pursuant to this Agreement, You agree to pay all attorney fees, other fees, and costs incurred by MSP INTEGRATIONS, LLC. in association with the collection of Fees owed.
- h. **SURVIVAL.** Any provisions of this EULA that expressly, by implication or necessity, contemplates performance or observance after the termination or expiration of this EULA will survive termination or expiration of this EULA and will continue in full force and effect, including any outstanding payment obligations.
- i. **HEADINGS.** The various Section headings of this EULA are inserted only for convenience of reference and are not intended, nor

shall they be construed to modify, define, limit or expand the intent of the parties.

j. REFERENCE. Notwithstanding any other terms to the contrary contained herein, You grant MSP INTEGRATIONS, LLC. the right to use Your name or logo in customer lists and marketing materials to communicate that You utilize MSP INTEGRATIONS, LLC.'s Subscription Services.

k. FORCE MAJEURE. Neither party shall be liable to the other party for any failure or delay in the performance of its obligations hereunder (excluding Your payment obligations) on account of strikes, terrorist activity, shortages, riots, insurrection, fires, floods, power outages, storms, explosions, war, governmental action, labor conditions, earthquakes, terrorism, supplier bankruptcy or default, failure, delay or interruption by third parties, including without limitation, communications providers, or any other cause which is beyond either party's reasonable control.

l. CORRECTION OF ERRORS AND INACCURACIES. MSP INTEGRATIONS, LLC. reserves the right to correct any errors, inaccuracies or omissions and to change or update this EULA at any time without prior notice. MSP INTEGRATIONS, LLC. does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

m. NO JOINT VENTURE. This EULA shall not be construed as creating any partnership, joint venture or agency relationship between MSP INTEGRATIONS, LLC. and End-User. Neither MSP INTEGRATIONS, LLC. or End-User shall have the authority to obligate or bind the other in any manner.

n. ASSIGNMENT AND RESALE. MSP INTEGRATIONS, LLC. may freely assign its rights and obligations under this EULA but End-User's rights under this EULA are not assignable or transferable; provided, however, End-User may assign its rights under this EULA in connection with a merger, acquisition or sale of a majority of its assets upon written notice to MSP INTEGRATIONS, LLC. (directed to inquiry@mspic.io). End-User agrees not to resell the Products and Services or any portion thereof. This EULA will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

o. NO THIRD PARTY BENEFICIARIES. No third-party beneficiaries are intended or shall be construed as created by this EULA.

p. EXPORT COMPLIANCE. End-User may not use or otherwise export or re-export the Products and Services except as authorized by United States law and the Applicable Laws of the jurisdiction in which the Products and Services were obtained. In particular, but without limitation, the Products and Services may not be exported or re-exported (i) into any U.S. embargoed countries, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Products and Services, End-User represents and warrants that End-User is not located in any such country or on any such list. End-User also agrees that it will not use these products for any purposes prohibited by United States law.

14) QUESTIONS.

Any questions regarding this EULA should be directed to inquiry@mspic.io.

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