CUSTOMER TERMS OF SERVICE

These Customer Terms of Service (the "**Customer Terms**") describe your rights and responsibilities when using our online workspace platform (the "**Services**"). Please read them carefully. If you are a Customer (defined below), these Customer Terms govern your access and use of our Services. If you were/are invited to a workspace set up by a Customer, the User Terms of Service (the "**User Terms**") govern your access and use of the Services.

I.   The Contract

These "Customer Terms" Form a Part of a Binding "Contract"

These Customer Terms form a binding "**Contract**" between Customer and us. If any terms in the Customer-Specific Supplement apply to Customer (e.g., if Customer is a U.S. government entity), those terms are also incorporated herein by reference and form part of the Contract. Similarly, other documents referenced and incorporated into these Customer Terms form part of the Contract (as applicable). "We," "our" and "us" refers to RENDEZVIEW INC., a Delaware corporation.

Your Agreement on Behalf of "Customer"

If you create an account and create one or more workspaces (i.e., a digital space where a group of users may access the Services), invite users to that workspace, or use or allow the use of that workspace (whether the workspace(s) is/are purchased or free) after being notified of a change to these Customer Terms, you acknowledge your understanding of the then-current Contract and agree to the Contract on behalf of Customer. Please make sure you have the necessary authority to enter into the Contract on behalf of Customer before proceeding.

Who is "Customer"?

"Customer" is the organization that you represent in agreeing to the Contract. If an account and associated workspace is set up by someone who is not formally affiliated with an organization, Customer is the individual creating the workspace. For example, someone who creates an account and workspace using a personal email address and invites a couple of friends to work on a new project unaffiliated with a current business, then the individual who signed up with the personal email is the Customer.

Creating an Account and Workspaces Using a Corporate Email Domain

If you create an account and one or more workspaces using your corporate email domain, your organization is Customer, and Customer can modify and re-assign roles on your workspace(s) (including your role) and otherwise exercise its rights under the Contract. If Customer elects to replace you as the representative with ultimate authority for the workspace, we will provide you with notice following such election and you agree to take any actions reasonably requested by us or Customer to facilitate the transfer of authority to a new representative of Customer.

Access to Workspaces, Authorized Users, and Customer Data

Each workspace created by Customer is identified and accessed through a unique Uniform Resource Locator (**"URL"**, i.e., a web address), which is locked by default to others. A Customer may authorize others to access the Services and use its workspace(s) by invitation and subsequent verification by Customer. An individual so authorized by Customer (an "**Authorized User**") or Customer may submit content or information to workspace, including, but not limited to, messages or files ("**Customer Data**").

Customer's Control of Customer Data

Customer may exclusively provide us with instructions on what to do with Customer Data within the options made available by us (and at our sole discretion). Customer acknowledges that these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data.

Customer Duty to Comply with Acceptable Use Policy

As part of these Customer Terms, you (Customer) agree to comply with the most recent version of our Acceptable Use Policy, which is incorporated by reference into these Customer Terms. If you access or use the Services, or continue accessing or using the Services after being notified of a change to the Customer Terms or the Acceptable Use Policy, you confirm that you have read, understand and agree to be bound by the Customer Terms and Acceptable Use Policy.

Customer Duty to Inform Authorized Users of RendezView's Terms of Service and Compliance with Acceptable Use Policy

Customer will (a) inform Authorized Users of all Customer policies and practices that are relevant to their use of the Services, including, but not limited to, the User Terms and Acceptable Use Policy, and of any settings that may impact the processing of Customer Data; and (b) ensure the transfer and processing of Customer Data under the Contract is lawful.

Purchasing Decisions Should be Based on Services Presently Offered

We may share information about potential future product plans. Public statements about those product plans are an expression of intent, but Customer should not rely on them when making a purchase. If Customer decides to buy our Services, that decision should be based on the functionality or features we have made available today and not on the delivery of any future functionality or features.

Beta Testers and Expectations

Occasionally, we seek beta testers to help test new features. These features will be identified as "beta" or "pre-release," or words or phrases with similar meanings (each, a "**Beta Product**"). Beta Products may not be ready for full release to the public so they are made available "as is," and any warranties or contractual commitments we make for other Services do not apply. Should Customer encounter any faults with our Beta Products, we would love to hear about them; our

primary reason for running any beta programs is to iron out issues before making a new feature widely available. Beta Products may or may not be incorporated into the Services at our sole discretion.

Feedback is Welcome

We welcome all feedback from Customers and Authorized Users because it makes our Services better. If Customer sends us any feedback or suggestions regarding the Services, there is a chance we will use it, so Customer grants us (for itself and all of its Authorized Users and other Customer personnel) an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer, any Authorized User or other Customer personnel.

Non-RendezView Products

Our Services include a platform that third parties may use to develop applications and software that complement Customer's use of the Services (each, a "**Non-RendezView Product**"). We also maintain a directory called the RendezView App Directory where some Non-RendezView Products are available for installation. THESE ARE NOT OUR SERVICES, SO WE DO NOT WARRANT OR SUPPORT NON-RENDEZVIEW PRODUCTS, AND, ULTIMATELY, CUSTOMER (AND NOT US) WILL DECIDE WHETHER OR NOT TO ENABLE THEM. ANY USE OF A NON- RENDEZVIEW PRODUCT IS SOLELY BETWEEN CUSTOMER AND THE APPLICABLE THIRD PARTY PROVIDER.

If a Non-RendezView Product is enabled for Customer's workspace, please be mindful of any Customer Data that will be shared with the third party provider and the purposes for which the provider requires access. We will not be responsible for any use, disclosure, modification or deletion of Customer Data that is transmitted to, or accessed by, a Non-RendezView Product.

Privacy Policy

Please review our [Privacy Policy](#) for more information on how we collect and use data relating to the use and performance of our websites and the Services.

II. Use of Services and Removal Rights

Use of the Services by Customer and Authorized Users

Customer must comply with the Contract and ensure that its Authorized Users comply with the Contract and the User Terms. We may review conduct for compliance purposes, but we have no obligation to do so. We aren't responsible for the content of any Customer Data or the way Customer or its Authorized Users choose to use the Services to store or process any Customer Data. The Services are not intended for and should not be used by anyone under the age of 16. Customer must ensure that all Authorized Users are over 16 years old. Customer is solely responsible for providing high speed internet service for itself and its Authorized Users to access and use the Services.

Our Removal Rights

If we believe that there is a violation of the Contract that can simply be remedied by Customer removing certain Customer Data or disabling a Non-RendezView Product, we will, in most

cases, ask Customer to take direct action rather than intervene. However, we may directly step in and take what we determine to be appropriate action, if Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties.

III. Payment Obligations

Payment Terms

For Customers that purchase our Services, fees are specified at the Services interface "check-out" — and must be paid in advance. Payment obligations are non-cancelable and, except as expressly stated in the Contract, fees paid are non-refundable. For clarity, in the event Customer downgrades any subscriptions from a paid plan to a free plan, Customer will remain responsible for any unpaid fees under the paid plan, and Services under the paid plan will be deemed fully performed and delivered upon expiration of the initial paid plan subscription term. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**"). Customer will be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income. Should any payment for the Services be subject to withholding tax by any government, Customer will reimburse us for such withholding tax.

Downgrade for Non-Payment

If any fees owed to us by Customer (excluding amounts disputed reasonably and in good faith) are thirty (30) days or more overdue, we may, without limiting our other rights and remedies, downgrade any fee-based Services to free plans until those amounts are paid in full, so long as we have given Customer ten (10) or more days' prior notice that its account is overdue. Notwithstanding the second paragraph of the "Providing the Services" section below, Customer acknowledges and agrees that a downgrade will result in a decrease in certain features and functionality and potential loss of access to Customer Data.

IV. Our Responsibilities

Providing the Services

We will (a) make the Services available to Customer and its Authorized Users as described in the Contract; and (b) not use or process Customer Data for any purpose without Customer's prior written instructions; provided, however, that "prior written instructions" will be deemed to include use of the Services by Authorized Users and any processing related to such use or otherwise necessary for the performance of the Contract.

Furthermore, subject to the "Non-RendezView Products" and "Downgrade for Non-Payment" sections above, we will not materially decrease the functionality of a Service during the subscription term. For any breach of a warranty in this section, Customer's exclusive remedies are those described in the sections herein titled "Termination for Cause" and "Effect of Termination".

Availability of Services

For all Service plans, we will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, excluding planned downtime. Also, because we rely on third parties to provide portions of the Services, we cannot guarantee continuous provision of the same when those third parties fail to perform, although we will do our best to select proper third party providers and hold them to our high standards. We expect planned downtime to be infrequent but will endeavor to provide Customer with advance notice (e.g., through the Services), if we think it may exceed 15 continuous minutes.

The RendezView Extended Family

We may leverage our employees, those of our corporate affiliates and third party contractors (the "**RendezView Extended Family**") in exercising our rights and performing our obligations under the Contract. We will be responsible for the RendezView Extended Family's compliance with our obligations under the Contract.

Protecting Customer Data

The protection of Customer Data is a top priority for us so we will maintain administrative, physical, and technical safeguards consistent with industry standards. Those safeguards include measures for preventing unauthorized access, use, modification, deletion and disclosure of Customer Data by our personnel. Before sharing Customer Data with any of our RendezView Extended Family to carry out this Contract and provide the Services, we will ensure that the same maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorized access.

Customer (not us) bears sole responsibility for adequate security, protection and backup of Customer Data when in Customer's or its representatives' or agents' possession or control. We are not responsible for what Customer's Authorized Users or Non-RendezView Products do with Customer Data. That is Customer's responsibility.

V.   Ownership and Proprietary Rights

What You Own

As between us on the one hand, and Customer and any Authorized Users on the other, Customer will own all Customer Data. Subject to the terms and conditions of the Contract, Customer (for itself and all of its Authorized Users) grants us and the RendezView Extended Family a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display Customer Data, and any Non-RendezView Products created by or for Customer, only as reasonably necessary (a) to provide, maintain and update the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law or as permitted by the Data Request Policy (incorporated herein by reference); and (d) as expressly permitted in writing by Customer.

Customer represents and warrants that it has secured all rights in and to Customer Data as may be necessary to grant this limited license.

What We Own

We own and will continue to own our Services, including all related intellectual property rights. Customers and Authorized Users simply have a right to use the Services provided, consistent with the terms of the Contract.

VI. Term and Termination

Contract Term

As further described below, a free subscription continues until terminated, while a paid subscription has a term that may expire or be terminated. The Contract remains effective until all subscriptions ordered under the Contract have expired or been terminated or the Contract itself terminates. Termination of the Contract will terminate all subscriptions.

Auto-Renewal

Unless otherwise agreed by Customer and us in writing, (a) all subscriptions automatically renew (without the need to go through the Services-interface "check-out" or execute a renewal Order Form) for additional periods equal to one (1) year or the preceding term, whichever is shorter; and (b) the per-unit pricing during any automatic renewal term will remain the same as it was during the immediately prior term. Either party can give the other notice of non-renewal at least thirty (30) days before the end of a subscription term to stop the subscriptions from automatically renewing.

Termination for Cause

We or Customer may terminate the Contract on notice to the other party if the other party materially breaches the Contract and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach. Customer is responsible for its Authorized Users, including for any breach of this Contract caused by its Authorized Users. We may terminate the Contract immediately on notice to Customer if we reasonably believe that the Services are being used by Customer or its Authorized Users in violation of applicable law.

Termination Without Cause

Customer may terminate its free subscriptions immediately without cause. We may also terminate Customer's free subscriptions without cause, but we will provide Customer with thirty (30) days prior written notice.

Effect of Termination

Upon any termination for cause by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by us, Customer will pay any unpaid fees covering the remainder of the term of those subscriptions after the effective date of termination. In no event will any

termination relieve Customer of the obligation to pay any fees payable to us for the period prior to the effective date of termination.

Data Portability and Deletion

We are custodians of Customer Data. During the term of a workspace's subscription(s), Customer will be permitted to export or share certain Customer Data from the Services; provided, however, that because we have different products with varying features and Customer has different retention options, Customer acknowledges and agrees that the ability to export or share Customer Data may be limited or unavailable depending on the type of Services plan in effect and the data retention, sharing or invite settings enabled. Following termination or expiration of a workspace's subscription(s), we will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in our systems or otherwise in our possession or under our control.

VII. Representations & Disclaimer of Warranties

Customer represents and warrants that it has validly entered into the Contract and has the legal power to do so. Customer further represents and warrants that it is responsible for the conduct of its Authorized Users and their compliance with the terms of this Contract and the User Terms.

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

VIII.   Limitation of Liability

OTHER THAN IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL CUSTOMER'S, THE RENDEZVIEW EXTENDED FAMILY'S, OR OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT OR THE USER TERMS (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE "PAYMENT TERMS" SECTION ABOVE.

IN NO EVENT WILL WE, CUSTOMER, OR ANY MEMBER OF THE RENDEZVIEW EXTENDED FAMILY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Customer is responsible for all login credentials, including but not limited to, usernames and passwords, for administrators of the Customer Accounts and for ensuring invitations to workspaces are properly limited to intended and authorized users. We will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else, if (a) login credentials are not kept confidential by Customer or its Authorized Users, (b) login credentials are provided by Customer or Authorized User to an unauthorized third party logging into and accessing the Services; or (c) workspace invitations are provided by Customer or Authorized Users to unintended/unauthorized individuals.

In addition, should you desire reduced risk of unauthorized use or access of the Services, you understand and agree that you may select and pay for a paid version of the Services that provides the option of using two-factor authentication ("**2FA**") which is known to reduce such risks. We therefore will also not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else if any event leading to such damages, losses or liability would have been prevented by the use of 2FA.

The limitations under this "Limitation of Liability" section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law. The provisions of this "Limitation of Liability" section allocate the risks under this Contract between the parties, and the parties have relied on these limitations in determining whether to enter into this Contract for the Services.

IX. Indemnification

Our Indemnification of Customer

We will defend Customer from and against any and all third party claims, actions, suits, proceedings, and demands alleging that the use of the Services as permitted under the Contract infringes or misappropriates a third party's intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer for all reasonable attorney's fees incurred and damages and other costs finally awarded against Customer in connection with or as a result of, and for amounts paid by Customer under a settlement we approve of in connection with, a Claim Against Customer; provided, however, that we will have no liability if a Claim Against Customer arises from (a) Customer Data or Non-RendezView Products; and (b) any modification, combination or development of the Services that is not performed by us, including in the use of any application programming interface (API). Customer must provide us with prompt written notice of any Claim Against Customer and allow us the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting our defense and settlement of such matter. This section states our sole liability with respect to, and Customer's exclusive remedy against us and the RendezView Extended Family for, any Claim Against Customer.

Customer's Indemnification of Us

Customer will defend RendezView and the members of the RendezView Extended Family (collectively, the "RendezView **Indemnified Parties"**) from and against any and all third party claims, actions, suits, proceedings, and demands arising from or related to Customer's or any of

its Authorized Users' violation of the Contract or the User Terms (a "**Claim Against Us**"), and will indemnify the RendezView Indemnified Parties for all reasonable attorney's fees incurred and damages and other costs finally awarded against a RendezView Indemnified Party in connection with or as a result of, and for amounts paid by a RendezView Indemnified Party under a settlement Customer approves of in connection with, a Claim Against Us. We must provide Customer with prompt written notice of any Claim Against Us and allow Customer the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting Customer's defense and settlement of such matter. This section states your sole liability with respect to, and the RendezView Indemnified Parties' exclusive remedy against Customer for, any Claim Against Us.

Limitations on Indemnifications

Notwithstanding anything contained in the two preceding sections, (a) an indemnified party will always be free to choose its own counsel if it pays for the cost of such counsel; and (b) no settlement may be entered into by an indemnifying party, without the express written consent of the indemnified parties (such consent not to be unreasonably withheld), if (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions by the indemnified parties, (iii) the settlement does not include a full release of liability for the indemnified parties, or (iv) the settlement includes terms other than a full release of liability for the indemnified parties and the payment of money.

X. Confidentiality

Confidential Information

Each party, RendezView or Customer (including Authorized Users), (the "**Disclosing Party**") may disclose "**Confidential Information**" to the other party (the "**Receiving Party**") in connection with the Contract, which is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including non-public business, product, technology and marketing information. If something is labeled "Confidential," that's a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; (d) was independently developed by the Receiving Party; or (e) Customer Data that becomes available to third parties as a result of a Customer's or an Authorized User's actions.

Given the nature of communications and information processing technology, RendezView cannot guarantee that Information/Data, during transmission through the Internet or while stored on our systems or otherwise in our care, will be absolutely safe

from intrusion by others. As such, Customer should avoid or minimize sharing and uploading Confidential Information to the Services, and ensure that Authorized Users follow Customer's policy regarding Confidential Information.

Protection and Use of Confidential Information

The Receiving Party will (a) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Contract; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract. Nothing above will prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Contract.

Compelled Access or Disclosure

The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. Without limiting the foregoing, please review the Data Request Policy for details on how requests may be made for the disclosure of Customer Data and how we will handle those requests. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.

XI. Survival

The sections titled "Feedback is Welcome," "Non-RendezView Products," "Our Removal Rights," "Payment Terms," "The RendezView Extended Family," "What You Own," "And What We Own," "Effect of Termination," "Data Portability and Deletion," "Representations & Disclaimer of Warranties," "Limitation of Liability," "Our Indemnification of Customer," "Customer's Indemnification of Us," "Limitations on Indemnifications," "Confidentiality" and "Survival," as well as all of the provisions under the general heading "General Provisions," will survive any termination or expiration of the Contract.

XII. General Provisions

Publicity

Customer grants us the right to use Customer's company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to standard trademark usage guidelines for such use, or guidelines specifically provided to us from time-to-time by Customer. Customer may, at any time, contact us and request not to be listed.

Force Majeure

Neither us nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

Relationship of the Parties; No Third Party Beneficiaries

The parties are independent contractors. The Contract does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third party beneficiaries to the Contract.

Providing Notice

Except as otherwise set forth herein, all notices under the Contract will be by email, although we may instead choose to provide notice to Customer through the Services (e.g., a notification). Notices to RendezView must be sent to info@rendezview.io, except for legal notices, such as notices of termination or an indemnifiable claim, which must be sent to legal@rendezview.io. Notices will be deemed to have been duly given (a) the day after it is sent, in the case of notices through email; and (b) the same day, in the case of notices through the Services.

Modifications

As our business evolves, we may change these Customer Terms and the other components of the Contract. If we make a material change to the Contract, we will provide Customer with reasonable notice prior to the change taking effect, either by emailing the email address associated with Customer's account or by messaging Customer through the Services. Customer can review the most current version of the Customer Terms at any time by visiting this page and by visiting the most current versions of the other pages that are referenced in the Contract. The materially revised Contract will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If Customer (or any Authorized User) accesses or uses the Services after the effective date, that use will constitute Customer's acceptance of any revised terms and conditions.

Waiver

No failure or delay by either party in exercising any right under the Contract will constitute a waiver of that right. No waiver under the Contract will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

Severability

The Contract will be enforced to the fullest extent permitted under applicable law. If any provision of the Contract is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Contract will remain in full effect.

Assignment

Except with respect to the RendezView Extended Family, neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Contract in its entirety, without consent of the other party, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Customer will keep its billing and contact information current at all times by notifying RendezView of any changes. Any purported assignment in violation of this section is void. A party's sole remedy for any purported assignment by the other party in breach of this section will be, at the non-assigning party's election, termination of the Contract upon written notice to the assigning party. In the event of such a termination by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, the Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

The Contract is Between Customer and RENDEZVIEW INC.

All references to 'RendezView,' 'we' or 'us' under the Contract are to the legal entity RENDEZVIEW INC. (a Delaware corporation), and the Contract is between Customer and that legal entity.

Governing Law, Jurisdiction,Venue, and Waiver of Jury Trial

The Contract, and any disputes arising out of or related to the Contract, will be governed exclusively by the laws of the State of Hawaii, without regard to Hawaii's conflicts of laws rules or the United Nations Convention on the International Sale of Goods, or any other conflicts of law rules. The state and federal courts located in the City and County of Honolulu, State of Hawaii will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Contract or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. **EACH PARTY ALSO HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THE CONTRACT.**

Entitlement to Reasonable Costs and Attorney's Fees

In any action or proceeding to enforce rights under the Contract, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

Entire Agreement

The Contract, including these Customer Terms and all referenced and incorporated documents/materials (e.g., webpages, terms, and agreements), constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Without limiting the foregoing, the Contract supersedes the terms of any online agreement electronically accepted by Customer or any Authorized Users. However, to the extent of any conflict or inconsistency between the provisions in these Customer Terms and any other documents or pages referenced in these Customer Terms, the following order of precedence will apply: (1) the portions of

the Customer-Specific Supplement that apply to Customer (if any), (2) the Customer Terms and (3) finally any other documents/materials referenced and incorporated in the Customer Terms.