



**digiCOACH, Inc.**  
PO Box 1425  
Yucaipa, CA 92399 US  
(909) 478-9595

**ADDRESS**

Camp Ernst Middle School  
Attn: Rebecca Burton  
6515 Camp Ernst Road,  
Burlington, KY 41005

**Quote 1605**

**DATE 07/22/2021**

**PRODUCTS**

**QTY**

**RATE AMOUNT**

**digiCOACH Single Edition - 1 Year Site License**

1

2,495.00 2,495.00

Provides access to the digiCOACH walkthrough system with one edition. Includes an unlimited number of teachers, data storage, cloud reporting, maintenance, and up to five admin users. Ed. List \$2,495

Prices valid for 90 days.

**TOTAL**

**\$2,495.00**

Accepted By

Accepted Date

digiCOACH, Inc

## Privacy Policy

Effective date: July 5, 2012

This Privacy Policy describes DEL's policies and procedures on the collection, use and disclosure of your information. DEL receives your information through our various web sites, SMS, APIs, applications, services and third-parties ("Services"). For example, you send us information when you use the digiCOACH® classroom walk through application from our web site or access digiCOACH® from an application such as for iOS. When using any of our Services you consent to the collection, transfer, manipulation, storage, disclosure and other uses of your information as described in this Privacy Policy. Irrespective of which country that you reside in or create information from, your information may be used by digiCOACH® in the United States or any other country where digiCOACH® operates.

### Information Collection and Use

**Information Collected Upon Registration:** When you create or reconfigure a digiCOACH® account, you provide some personal information, such as your school affiliation, name, nickname (or username), password, and email address. Some of this information, for example, your name and nickname, is listed publicly on our Services, including on your profile page and in search results. Some Services, such public user profiles, do not require registration.

**Additional Information:** You may provide us with additional information to make public, such your location, or a picture. You may customize your account with information such as your address book so that you can easily contact other Users. We may use your contact information to send you information about our Services or to market to you. You may unsubscribe from these messages by following the instructions contained within the messages or the instructions on our web site. If you email us, we may keep your message, email address and contact information to respond to your request. Providing the additional information described in this section is entirely optional.

**Public Information:** Our Services are primarily designed to help you share information, for example, information about classroom activities, with other individuals in your organization. Most of the information you provide to us is information you are asking us to make public to members of your organization. This includes the data you enter into the application, ideas you post, emails you create, and the metadata provided. Our default is almost always to make the information you provide public. Your public information is broadly and instantly disseminated. You should be careful about all

information that will be made public by DEL

**Location Information:** You may choose to note your location in your in your digiCOACH profile or through your browser. We may also save exact coordinates to help improve our service.

**Log Data:** Our servers automatically record information ("Log Data ") created by your use of the Services. Log Data may include information such as your IP address, browser type, the referring domain, pages visited, your mobile carrier, device and application IDs, and search terms. Other actions, such as interactions with our website, applications and advertisements, may also be included in Log Data. If we have not already deleted the Log Data earlier, we will either delete it or remove any common account identifiers, such as your username, full IP address, or email address, after 18 months of terminating service.

**Links:** DEL may keep track of how you interact with the applications across our Services including third party services and clients by redirecting clicks or through other means. We do this to help improve our Services, and to be able to share aggregate click statistics such as how many times a particular link was clicked on.

**Cookies:** Like many websites, we use "cookie " technology to collect additional website usage data and to improve our Services. A cookie is a small data file that is transferred to your computer's hard disk. DEL may use both session cookies and persistent cookies to better understand how you interact with our Services, to monitor aggregate usage by our users and web traffic routing on our Services, and to improve our Services. Most Internet browsers automatically accept cookies. You can instruct your browser, by editing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit.

**Third Party Services:** DEL uses a variety of services hosted by third parties to help provide our Services, such as hosting our various blogs and wikis, and to help us understand the use of our Services, such as Google Analytics and Mouseflow. These services may collect information sent by your browser as part of a web page request, such as cookies or your IP request.

## Information Sharing and Disclosure

**Your Consent:** We may share or disclose your information with your consent, such as when you use a

third party web client or application to access your digiCOACH® account.

**Service Providers:** We engage certain trusted third parties to perform functions and provide services to us. We may share your personal information with these third parties, but only to the extent necessary to perform these functions and provide such services, and only pursuant to obligations mirroring the protections of this privacy policy.

**Law and Harm:** We may preserve or disclose your information if we believe that it is reasonably necessary to comply with a law, regulation or legal request; to protect the safety of any person; to address fraud, security or technical issues; or to protect DEL rights or property.

**Business Transfers:** In the event that DEL is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that transaction. The promises in this privacy policy will apply to your information as transferred to the new entity.

**Non-Private or Non-Personal Information:** We may share or disclose your non-private, aggregated or otherwise non-personal information, such as your public idea posts or the number of users who clicked on a particular link (even if only one did).

### Modifying Your Personal Information

If you are a registered user of our Services, we provide you with tools to access or modify the personal information you provided to us and associated with your account.

### Our Policy Towards Children

Our Services are not directed to people under 13. If you become aware that your child has provided us with personal information without your consent, please contact us. We do not knowingly collect personal information from children under 13. If we become aware that a child under 13 has provided us with personal information, we take steps to remove such information and terminate the child's account.

### Changes to this Policy

We may revise this Privacy Policy from time to time. The most current version of the policy will govern our use of your information and will always be at <http://www.digicoach.com>. If we make a change to this policy that, in our sole discretion, is material, we will notify you via an e-mail to the email associated with your account. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy.

## digicoach® Terms and Conditions of Use

Thank you for purchasing our digiCOACH® classroom walkthrough application software.

Digital Edge Learning Inc. owns the underlying digiCOACH® software application, the related on-line website and provides the related services. The following is a legal agreement between You and DEL that governs your use of DEL's Software, Website and Services (defined below). The Services are provided in conjunction with a third-party Hosting Company.

### 1. Definitions

As used in this Agreement, the terms below have the following meanings:

"Agreement" means these terms and conditions of use.

"Authorization Link" means the link provided by DEL that allows You to download the Software to your device that you own or control.

"Confidential Information" means confidential information whether in physical, electronic, written, or oral form, marked "confidential" or otherwise identified as "confidential" that is disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"). "Confidential Information" includes your User Content and our Services.

"DEL" means Digital Edge Learning Inc., a California corporation, and its successors, affiliates, and assignees.

"Hosting Company" means Logic Solutions LLC and any other company authorized by DEL that hosts the Website, Services and Software and provides additional services to Licensed Users.

"Services" means the forms, surveys, reports, tools, libraries, database storage, messaging service and other functional aspects of the Software, Website and related services.

"Licensed User" means any individual, educational institution or legal entity (and their authorized employees, contractors, consultants, and agents) who has received an Authorization Link to download the Software and Use the Website and Services as authorized by DEL.

"Non-Confidential Information" includes any information that: (i) is or at any time becomes publicly available through no fault of the Receiving Party, its employees, consultants, or agents; (ii) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (iii) was rightfully in the possession of the Receiving Party without restriction prior to its disclosure by the Disclosing Party; or (iv) was independently developed by employees, consultants, or agents of the Receiving Party without access to such Confidential Information.

"Parties" collectively means DEL and You.

"Party" individually means DEL or You.

"Use" or "Using" means to access, download, install, use or benefit from use.

"User Content" means any and all electronic content, data, and information that a Licensed User adds, uploads, posts, transmits or stores in the process of Using the Software, Website and Services.

"Software" means any and all part of the digiCOACH software in object code and the related documentation.

"Suppliers" means the Hosting Company, third party suppliers, service providers and distributors.

"Website" means the on-line website at <http://www.digicoach.com> hosted by the Hosting Company that allows Licensed Users to manage their User Content, any sub-domains under that website and any web pages providing any part of the Services.

"You" means an individual, educational institution or legal entity exercising rights under this Agreement.

## 2. Agreement

This Agreement describes the terms governing your Use of the Software, Website and Services. This Agreement includes the Privacy Policy by reference. Your agreement to all terms and conditions in this Agreement including the incorporated Privacy Policy is required to use the Software, Website and Services.

If You do not agree to all terms and conditions in this Agreement, including the Hosting Terms, You are not authorized to Use the Software, Website and Services and are legally prohibited from doing so. Please read this document and the Hosting Terms carefully before Using any part of the Software, Website and Services.

### 3. Your Acceptance of this Agreement

You agree to be bound by this Agreement if You Use any part of the Software, Website or Services or click a box indicating your acceptance of this Agreement when You receive your Authorization Link to download the Software. You also agree to have this Agreement provided to You in electronic format and agree to receive information electronically.

### 4. Consent to Changes to this Agreement

DEL may periodically modify the terms and conditions of this Agreement, which changes will be effective upon posting on the Website or when DEL notifies You by any other means. Changes to the terms may include but are not limited to changes to the level of support, availability or hosting method of the Website, Services and Software. Your continued Use of the Services after posting of the changes means that You understand and agree to the changes. Therefore, it is important that You review the posted Terms and Conditions regularly to ensure that You are aware of and in compliance with the current Terms and Conditions. If You do not consent to the new Agreement, You are not authorized to Use the Software, Website or Services and must cease Use of the Software, Website and Services. DEL must agree in writing to any changes in this Agreement.

### 5. Changes to Software, Website and Services

DEL shall have the right, in its sole discretion to revise, update or otherwise modify the Software, Website and Services and establish or change limits concerning Use of the Software, Website and Services, temporarily or permanently including, but not limited to, (i) changing, modifying, adding, deleting, or discontinuing any features of the Software, Website or Services; (ii) the type of permitted User Content; or (iii) the method of delivering or accessing the Software, Website and Services. DEL has no obligation to provide any support or maintenance under this Agreement, including providing upgrades or future versions of the Software.

### 6. Your Warranties

You represent, warrant, and covenant that: (i) You have the legal capacity and authority to enter into this Agreement for yourself (or if You are acting as the agent of an educational institution or a legal



entity that You have the legal authority to bind the educational institution or legal entity to the terms of this Agreement); (ii) You will use the Software, Website and Services in strict accordance with this Agreement and all applicable city, state, and federal government laws, regulations, and ordinances; (iii) You will not infringe or misappropriate the intellectual property rights of DEL or other third parties; (vi) You will not provide access to the Software, Website or Services to any third party without written authorization from DEL; (v) You will not reproduce, duplicate, copy, deconstruct, decompile, reverse engineer, sell, trade or resell any part of the Software, Website or Services without written authorization from DEL; (vi) You will not excessively overload the systems used to provide the Software, Website and Services; and (vii) You will not modify, disrupt, or interfere with the Software, Website, Services, supporting servers, or networks either manually or through the use of scripts, viruses or worms.

## 7. Intellectual Property

You agree that the Software, Website and Services including, but not limited to, the graphics, logos, user interface, forms, reports, content and the scripts and software used to implement the Website and Services, contains proprietary information and material that is owned by DEL and/or its licensors, and is protected by applicable intellectual property and other laws including, but not limited to, copyright and trademark law. You agree that You will not use such proprietary information or materials in any way whatsoever except for Use of the Software, Website or Services in compliance with this Agreement. No portion of the Software, Website or Services may be reproduced in any form or by any means except as expressly permitted by this Agreement. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Software, Website or Services in any manner. All copyrights in and to the Software, Website and Services are owned by DEL and/or its licensors, who reserve all their rights in law and equity. The Software and Website also contain trademarks and service marks owned by DEL and it does not grant to You any right or license to use, reproduce or display the trademarks or service marks. DEL maintains all right, title and interest to its intellectual property.

## 8. Confidentiality

DEL will use industry standards administrative and technical standards to protect the security, confidentiality, and integrity of your User Content. Except as allowed in this Agreement, the Receiving Party will hold in confidence and not disclose any Confidential Information of the Disclosing Party and will similarly bind its employees, consultants, and agents in writing. Each Party will treat all Confidential Information disclosed to it by the other Party with the same degree of protection from disclosure which it employs with respect to its own confidential information, but in any case, not less than a reasonable degree of protection. Each Party will use the Confidential Information disclosed to it by the other Party solely for the express purpose specified pursuant to this Agreement.

The Receiving Party is allowed to disclose Confidential Information to the extent that such disclosure is: (i) disclosed with the written approval of the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; (iii) required pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Receiving Party provides prompt notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party, at its sole expense, to seek a protective order or otherwise prevent or restrict such disclosure and that the Receiving Party only discloses such information as is necessary to comply with such order or requirement.

#### 9. Limited Software License Grant

During the term of this Agreement and subject to the terms and conditions of this Agreement, DEL hereby grants to You a limited, non-exclusive, non-transferable, non-sublicenseable, revocable license to use the Software within the United States.

#### 10. User Content and License

As a Licensed User, You will be allowed to transmit, send, add, upload and store limited types of User Content. You are solely responsible for all of the information, statements, facts, messages and data of your User Content.

In connection with your User Content You represent and warrant that: (i) You own your User Content or that You have the right to grant the license set forth in this Section; (ii) your uploading and copying of User Content does not violate the copyrights, contract rights, publicity rights, privacy rights or any other legal rights of any person or legal entity; and (iii) You will not post any information or material that is prohibited in Section 10.

DEL does not claim to own your User Content. However, by transmitting, sending, uploading or storing your User Content on the Hosting Company's servers in conjunction with Use of the Software, Website and Services You hereby grant to DEL, its successors and assigns, and the Hosting Company, a world-wide, royalty-free, non-exclusive, irrevocable license to reproduce, distribute, display, publish and make derivative works of your User Content solely in conjunction with the performance and operation of the Software, Website and Services and related support and hosting.

You understand and hereby agree that DEL and the Hosting Company may at any time review and monitor your User Content that You have uploaded, transmitted or stored on the Hosting Company's or

DEL's equipment. You also understand and agree that DEL may use or disclose any information related to You including, but not limited to, your User Content for any reason related to the operation of the Services in order to investigate, prevent, or take action regarding any prohibited User Content or conduct and to exercise its rights under this Agreement or otherwise to protect the rights and property of DEL or other third parties. In its sole discretion and for any reason, DEL may prevent any Licensed User from transmitting, uploading or storing User Content.

#### 11. Prohibited User Content

The following is a list of examples of prohibited User Content. Prohibited User Content includes without limitation content that DEL or the Hosting Company believes is:

inaccurate, false, misleading, fraudulent, illegal, criminal or tortious;

profane, vulgar, obscene, violent or threatening;

harassing, intimidating, abusive, defamatory, libelous, threatening, hateful, offensive;

promotes bigotry, racism, hatred or harm against any individual or group;

spam, junk mail, schemes, contests or unsolicited advertising; or

infringing another's copyrights, trademarks, service marks, trade secrets, or rights of publicity, privacy or any other third party legal rights.

#### 12. Prohibited User Conduct

The following conduct is prohibited while using the Software, Website or Services. Prohibited conduct includes but is not limited to:

impersonating another person or entity;

damaging, disabling, circumventing or attempting to circumvent security technology, devices and programs associated with the Software, Website or Services;

using the Software, Website or Services in a way that would, or cause others to, impair or damage the operation of the Software, Website or Services or other related websites, computer systems or technical delivery systems;

taking any action that would place, or cause others to place, an unreasonable load on the computer infrastructure;

attempting to decompile, decipher, disassemble or reverse-engineer any of the Software;

sending junk mail, spam, unsolicited email, promotions or advertisements for products or services while accessing or Using the Website or Services;

collecting or harvesting information with automated programs including, but not limited to, using spiders, robots, harvesting bots or scrapers; and

uploading any viruses, worms, Trojan horses, time bombs or other destructive programs or devices that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any data, information or system.

### 13. DISCLAIMER OF WARRANTIES

YOUR USE OF THE SOFTWARE, WEBSITE AND SERVICES IS ENTIRELY AT YOUR OWN RISK. YOU AGREE THAT YOUR TRANSMISSION, ADDITION, UPLOADING OR STORING OF USER CONTENT IS AT YOUR SOLE RISK. THE SOFTWARE, WEBSITE AND SERVICES ARE PROVIDED "AS IS." DEL DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER RELATED TO THE SOFTWARE, WEBSITE, SERVICES, LINKED SITES, OR ANY CONTENT THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SOFTWARE AND WEBSITE OR BY USE OF THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEL AND ITS SUPPLIERS EXPRESSLY DISCLAIM REPRESENTATIONS AND WARRANTIES OF ANY AND ALL KIND WHETHER EXPRESS, IMPLIED OR STATUTORY FOR THE SOFTWARE, WEBSITE AND SERVICES INCLUDING WITHOUT LIMITATION: (a) WARRANTIES OF NON-INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS; (b) WARRANTIES OF FITNESS FOR A PARTICULAR USE OR MERCHANTABILITY OR WARRANTY OF TITLE; (c) WARRANTIES RELATING TO TRANSMISSION OR DELIVERY OF THE SOFTWARE, WEBSITE AND SERVICES OR THAT USE OF THE SOFTWARE, WEBSITE AND SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED OR AVAILABLE AT A PARTICULAR TIME OR IN A PARTICULAR LOCATION; (d) WARRANTIES RELATED TO THE ACCURACY, COMPLETENESS, SAFENESS, RELIABILITY OF THE SOFTWARE, WEBSITE, SERVICES AND DATA AND CONTENT IN OR LINKED TO THE WEBSITE WHETHER POSTED BY DEL OR ITS SUPPLIERS, A LICENSED USER, OR BY EQUIPMENT OR PROGRAMMING ASSOCIATED WITH THE SOFTWARE, WEBSITE OR SERVICES; (e) WARRANTIES RELATING TO PERFORMANCE, CORRECTION, CHANGES, NONPERFORMANCE OR OTHER ACTS OR OMISSIONS BY DEL OR ANY OTHER PERSON OR ENTITY. DEL DISCLAIMS ANY RESPONSIBILITY FOR ANY ERROR, DELETION, OMISSION OR DEFECT IN THE SOFTWARE OR WEBSITE OR ITS TRANSMISSION AND FOR DAMAGE TO YOUR USER CONTENT, COMPUTER OR EQUIPMENT FROM YOUR USE OF THE SOFTWARE, WEBSITE AND SERVICES AND THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO YOUR USER CONTENT.

DEL IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION OR DATA OF THIRD PARTIES AND YOU RELEASE DEL, ITS EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, SUPPLIERS, AFFILIATES AND

AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

#### 14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEL, ITS EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, SUPPLIERS, AFFILIATES, AGENTS OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SOFTWARE, WEBSITE AND SERVICES WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, INCOME OR ANTICIPATED PROFITS (EVEN IF DEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR DAMAGES ARISING OUT OF OR RELATED TO ACCESS, USE, MISUSE, CONTENT, TRANSMISSION, OPERATION OF THE SOFTWARE, WEBSITE AND SERVICES OR FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTIONS, BREACH OF SECURITY, LOSS OR THEFT OF USER CONTENT, VIRUSES, SPYWARE, OR USER CONDUCT INCLUDING WITHOUT LIMITATION DAMAGES RELATED TO TRADEMARK, COPYRIGHT, AND PATENT INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

#### 15. Indemnification

You agree to indemnify and hold DEL and its directors, officers, employees, contractors, agents, and Suppliers harmless against any and all claims, demands, or suits brought by any party including, but not limited to, all expenses, costs, losses, liability, reasonable attorneys' fees and court costs, arising out of or related to your Use of the Software, Website and Services or breach of this Agreement.

#### 16. Term and Termination

DEL may immediately terminate this Agreement without notice or suspend the Services provided to You for any reason including, but not limited to, DEL's determination in its sole discretion that You have breached this Agreement including a violation of Sections 6, 10 or 11. Upon termination, You must immediately stop using the Software, Website and Services. Sections 1, 6, 7, 9, 12, 13, 14, 15, 16, 17, 18, 19 shall survive any termination of this Agreement.

## 17. Assignment

You may not assign or transfer ownership of this Agreement or delegate its duties. DEL may assign this Agreement (and any license contained in it) to any person or entity without restriction.

## 18. Return of Your Content

The Hosting Terms determine your rights related to the return of your User Content that You have uploaded to the Website. The Hosting Company has limited obligations to maintain and retain your data. Please read your Hosting Terms carefully. You may have a very limited time period to download your data before the Hosting Company destroys it. DEL is not responsible for loss or destruction of User Content due to your failure to comply with the Hosting Terms.

## 19. Choice of Law and Arbitration

The laws of the United States of America and the State of California shall govern this Agreement without regard to conflict of laws principles. Any controversy, claim, dispute or proceeding arising out of or related to this Agreement, whether brought on an individual, group or class basis, shall be resolved by binding arbitration in the State of California, under the then current rules for dispute resolution of by Judicial Arbitration & Mediation Services, Inc. ("JAMS"). You hereby irrevocably submit to the personal jurisdiction of JAMS and waive all objections to such venue. The Parties agree that the arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and motions to dismiss prior to the arbitration hearing. The arbitrator is required to present findings of fact and conclusions of law and a written decision on the merits. The Parties agree that the arbitrator's award shall be binding and final. The arbitrator shall award the costs of attorneys' fees and the arbitration to the prevailing party. The Parties agree to jurisdiction of any federal court in the state of California for entry of the judgment upon the award. Arbitration shall be the sole, exclusive, and final remedy for any dispute between the Parties. Neither Party shall be permitted to pursue court action regarding claims that are subject to arbitration.

## 20. Waiver and Enforceability

No waiver of any term or condition of this Agreement or breach of this Agreement shall be a waiver of any other breach. If any provision of this Agreement is found to be unenforceable, void, or unlawful, that provision is severed from this Agreement and does not affect the enforceability and validity of this Agreement or any other provision.

## 21. Export Restrictions

You acknowledge that the Software, Website and Services may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that You will comply with these laws and regulations and will not export or re-export the Software, or any part of the Services, in violation of these laws and regulations, directly or indirectly.

## 22. Entire Agreement

This Agreement may change periodically. This Agreement constitutes the complete agreement between the Parties and supersedes all other agreements, promises, representations, and negotiations, whether written or oral, between the Parties regarding the subject matter of the Agreement. In the event of any conflict between the provisions in the body of this Agreement and any other incorporated agreement, the terms in this Agreement shall prevail.