

MASTER LICENSE AND SERVICES AGREEMENT

This MASTER LICENSE AND SERVICES AGREEMENT (this "Agreement") is made and entered into as of the date indicated on the Customer specific Order Form (the "Order Form") that incorporates this Agreement by reference ("Effective Date"). For purposes of this Agreement, "Company" shall mean KinderSystems, Inc., and "Customer" shall mean the counterparty indicated on the Order Form. Company and Customer are each referred to herein as a "Party" and are collectively referred to herein as the "Parties." In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement shall have their meanings specified below or elsewhere in this Agreement.

1.1 "Client" means the individuals and their related parties (parents, guardians, children, siblings, etc.) who utilize, or otherwise benefit from, the Products in connection with receiving services from a Provider.

1.2 "Client Data" means any Identifiable Data that is directly related to an identifiable current or former Client, or personally identifies a current or former Client, that is maintained by a Provider, Customer or Company. To the extent U.S. law applies, Client Data may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g).

1.3 "Company Data" means information or data (excluding Identifiable Data), that is compiled, generated or collected in connection with the access and use of the Products by Customer or End Users, or any information or data that identifies or describes the operation or performance of the Products or otherwise relates to the Services.

1.4 "Confidential Information" means any information, whether oral, written, electronic, or in any other format, and whether technical or business in nature, regarding this Agreement, or a Party's products, services, software, intellectual property, pricing, marketing and business plans, and any other information not generally known to the public; provided that, "Confidential Information" shall not include any of such information which: (a) was publicly available at the time of disclosure by the disclosing Party; (b) became publicly available after disclosure through no fault of the receiving Party; (c) was known to the receiving Party prior to disclosure by the disclosing Party; or (d) was rightfully acquired by the receiving Party after disclosure by the disclosing Party from a third party who was lawfully in possession of the information and was under no legal duty to the disclosing Party to maintain the confidentiality of the information.

1.5 "Customer Data" means information or data (excluding Identifiable Data, Usage Data or Company Data), that is compiled, generated, or collected in connection with the access and use of the Products by Customer, or any information or data that identifies or describes the operation or performance of the Customer.

1.6 "Customer Marks" means any trademarks, service marks, or trade names that Customer may designate from time-to-time.

1.7 "Days" means calendar days.

1.8 "Documentation" means the documents, agreements, user manuals and any technical publications and specifications, as applicable, relating to the operation and use of the Products.

1.9 "End User" means the Providers and Clients who utilize or otherwise benefit from the Products.

1.10 "Identifiable Data" means (a) information or data that is provided by either (i) Customer, its agents, employees or contractors, (ii) a Provider, its agents, employees or contractors, or (iii) a Client, that comes into the possession or control of Company in connection with the use of the Products or delivery of Services, that (b) identifies a specific individual, or that when compared to or otherwise combined or processed with other information enables an individual to be identified. "Identifiable Data" includes, without limitation, user names or IDs, account numbers, user profiles or preferences, credit card or other payment information, mailing addresses, email addresses, IP addresses, landline or cellular telephone numbers, Social Security numbers and dates of birth.

1.11 "Intellectual Property Rights" means all intellectual property rights, howsoever arising and in whatever media, whether or not registered, including patents, copyrights, trademarks, service marks, trade names, design rights, database rights, and any applications for the protection or registration of such rights and all renewals, and extensions thereof throughout the world.

1.12 "Mobile Application" means any mobile application, provided by

and/or developed by Company, enabling Customer or End Users to access and use the Products.

1.13 "Products" means those products identified on the Order Form and/or otherwise provided by Company (including Mobile Applications) which are made generally available for access and use by Customer and End Users. All Products will be subject to the terms of this Agreement.

1.14 "Provider" means any individual or entity (an institution, school, school district, commercial childcare provider, or related entity or organization) that utilizes Products in connection with providing services to Clients.

1.15 "Services" means any development, support or other services provided by Company for the benefit of Customer or End Users that are identified on the Order Form or otherwise agreed upon by the Parties, including Custom Development Services and Professional Services.

1.16 "Usage Data" means information or data other than Identifiable Data that describes the operation of the Products or use of Products by Customer or End Users, including but not limited to the number of End Users served, the volumes or types of content stored, downloaded or used, the patterns or frequency of such use, use by geographic area or other similar analytical breakdown, financial information, network configurations, characteristics or capacity, performance metrics, test results, trouble reports and Customer service information.

2. LICENSE AND RESTRICTIONS

2.1 License to Products. Subject to the terms and conditions of this Agreement and the payment of all applicable Fees, on a Product-by-Product basis Company hereby grants Customer and Customer's End Users a limited, non-transferable, non-sublicensable, non-exclusive license, during the Term, to use the Products solely for the specific authorized/approved uses identified in the Order Form.

2.2 Limitations on License. Customer shall not, and shall ensure that End Users do not: (a) modify or make derivative works based on the Products; (b) use the Products other than as permitted under this Agreement; (c) remove any product identification or other notices contained in the Products; (d) provide access to the Products to any competitor of the Company; or (e) reverse engineer the Products for any reason or access the Products to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions, or graphics of the Products, or (iii) copy any ideas, features, functions, or graphics of the Products.

2.3 Unauthorized Access. Customer shall promptly notify Company of any unauthorized use, copying, or disclosure of the Products of which it becomes aware and further agrees to take such commercially reasonable measures necessary to end and prevent any such further use, copying, and disclosure.

2.4 Breach of License. Company, in its sole and exclusive discretion, may immediately terminate this Agreement in the event Customer, or any End Users, violate the license grants made herein or any provision of this Section 2. Each Party acknowledges and agrees that any breach of license grants made herein or any provision of this Section 2 by Customer or its End Users, shall cause immediate and irreparable injury to Company, and in the event of such breach, Company shall be entitled to seek and obtain injunctive relief, without bond or other security, and all other remedies available at law and in equity.

3. CUSTOM DEVELOPMENT AND PROFESSIONAL SERVICES

3.1 Custom Development. If a Customer requests custom development work or customizations of the Products ("Custom Development Services"), such Custom Development Services will be identified in the Order Form. Following execution of the Order Form, if Customer desires to add Custom Development Services such Custom Development Services may be agreed to via an executed change order to the Order Form (a "Change Order"). Custom Development Services shall be billed to Customer at the rates set forth in the Order Form or Change Order, as applicable. Custom Development Services shall be performed pursuant to either the original Order Form or a Change Order, and shall be performed in a timely and professional manner and in accordance with applicable laws and regulations. Company will own all right, title and interest in any work product, results, Intellectual Property Rights or deliverables resulting from Custom Development Services (each, a "Custom Development"). The licenses granted to Customer by Company pursuant to Section 2 above will apply to such Custom Developments for the Term. To the extent, if any, that ownership of any Custom Development does not reside or automatically vest in Company, Customer hereby transfers and assigns to Company all rights, title interest and goodwill which Customer may have in and to such Custom Development. Without prejudice to the generality of the foregoing, in the event that ownership of any Custom Development vests in Customer for any reason, Customer agrees

to execute all such instruments and do all such things as Company may require to transfer or assign such ownership to Company.

3.2 Professional Services. If Customer requests consultancy, support and maintenance services related to the adoption or deployment of the Products (“Professional Services”), such Professional Services will be identified in the Order Form. Following execution of the Order Form, if Customer desires to add Professional Services such Professional Services may be agreed to via an executed Change Order. Professional Services shall be billed to Customer at the rates set forth in the Order Form or Change Order, as applicable. Professional Services shall be performed pursuant to either the original Order Form or a Change Order, and shall be performed in a timely and professional manner and in accordance with applicable laws and regulations.

3.3 Customer Personnel, Facilities and Resources. If applicable to any Custom Development Service or Professional Services, Customer will provide Company with timely access to appropriate Customer personnel and will arrange for Company personnel to have suitable and safe access to Customer’s facilities and applicable systems. Customer will also provide suitable office space and associated resources for Company personnel working on-site, including all necessary computing and office support resources, and will undertake any other responsibilities described in the applicable Order Form or Change Order. The applicable Order Form or Change Order may also specify tasks or activities for which Customer is responsible and, if applicable, those tasks or activities that will be performed jointly by Customer and Company.

3.4 Approvals and Information. Customer will respond promptly to any request by Company for information, approvals, decisions or authorizations that are needed by Company to perform the Custom Development Services or Professional Services. Company may also describe the course of action Company intends to follow if it does not receive a timely response from Customer, which may include suspension of the affected Custom Development Services or Professional Services. Company may follow the described course of action in the absence of a timely response from Customer.

3.5 Changes. Either party may propose changes to the Professional Services or Custom Development Services under an applicable Order Form or Change Order. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the fees and the Professional Services or Custom Development Services. The parties will document any agreed upon changes in mutually executed Change Orders.

3.6 Proceeding on Oral Instructions. Company may proceed with and be compensated for performing changed work for a period of up to thirty (30) Days if Company receives an oral instruction to proceed from Customer’s authorized representation and Company sends a written confirmation of the oral instruction to Customer.

3.7 Customer Delays. If action or inaction by Customer, or its suppliers’ failure to perform their responsibilities in a timely manner, delays or prevents Company from performing the Professional Services or Custom Development Services, Company will be entitled to a Change Order documenting an equitable adjustment in the schedule for performance and the fees under the applicable Order Form or Change Order.

4. INTELLECTUAL PROPERTY

4.1 Protection of Proprietary Rights. Customer acknowledges and agrees that the Products are commercially valuable assets of Company, the development of which required the investment of substantial time, effort, and cost by Company. Customer further acknowledges and agrees that the Products contain Intellectual Property Rights proprietary to Company. Accordingly, Customer hereby agrees that it and its End Users will use the highest degree of care to maintain the confidentiality of the Products. Customer and its End Users shall comply with the obligations in Section 2, including (and without limiting the generality of the foregoing) limiting the use of and access to the Products only to Customer and the End Users.

4.2 Product Ownership. As between Customer and Company, Company owns all rights, title and interest in and to the Products and to all output and executables of the Products. Except for the license granted in Section 2.1, this Agreement does not grant Customer or the End Users any right, title, or interest in any Intellectual Property Rights owned or licensed by Company, including Products. Customer agrees to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices and restrictions contained in this Agreement.

4.3 Data Ownership. As between Customer and Company, Customer owns all right, title, and interest, including copyright and other proprietary rights, in Customer Data, whether collected by Customer or Company. As between Customer and Company, the Company owns all right, title, and interest, including copyright and other proprietary rights, in Company Data and Usage Data, whether collected by Customer or the Company. For the purpose of clarity, Company will have no ownership interest in Identifiable Data.

4.4 Customer Data and Identifiable Data License. Customer grants to Company a worldwide, perpetual nonexclusive, fully paid-up and royalty-free license to copy, store, display, use, collect and aggregate Customer Data, Identifiable Data and Client Data to the extent necessary or useful for providing or developing Products, in all cases in compliance with applicable laws.

4.5 Client Data Access. To the extent necessary to provide Customer access and use of the Products to the extent using Client Data, Customer authorizes Company to access or collect Client Data and shall facilitate a reasonable method for Company to obtain such information, for example records stored in Customer’s Client information systems, or collect data and Client Data through other secure transfer methods. Customer agrees that, as between the Customer and Company, Customer is solely responsible for all Client Data, whether provided by Customer, Clients, or any other third-party. Customer represents and warrants that Customer has the authority to provide Client Data to Company, and that Customer has provided appropriate disclosures to all Customer’s Clients regarding Customer’s sharing of Client Data with Company and has otherwise complied with any disclosure requirements pursuant to FERPA.

4.6 Remote Access to Client Data. Customer consents to allow Company to provide access to Client Data to Company employees and consultants who have a legitimate need to access such data in order to provide their services to Company as part of Company’s provision of the Products to Customer and the End Users. Customer also acknowledges that, subject to the terms of this Agreement and to the extent permitted by applicable laws, Client Data may be accessed and processed by Company support or (if applicable) managed and cloud hosting personnel in foreign countries, including countries other than the jurisdiction from which the Client Data was collected, and Customer hereby authorizes such access and processing. If explicitly authorized by Customer or End User, Customer consents to allow Company to provide access to Client Data to third parties that Company designates through the provision of Products under this Agreement. Customer acknowledges that Company is not responsible for the data practices of third parties with whom the Customer elects to share Client Data.

4.7 Client Data Retention and Deletion Requests. Customer may request that Company delete or retrieve Client Data in Company’s possession at any time by providing such a request in writing, which request Company shall then comply with in a commercially reasonable time not to exceed twenty-one (21) Days unless a shorter time is required by law. Company will otherwise delete Client Data within the time periods required by law, and at a minimum other than ordinary course backups within a commercially reasonable time following the end of the term of the Agreement.

4.8 License to Customer Trademarks. Customer hereby grants to Company a limited, non-transferable, non-sublicensable, non-exclusive license, during the Term, to use, reproduce, display, and distribute the Customer Marks in connection with providing the Products to Customer and its End Users, subject to the terms of this Agreement. Customer further grants Company the right to display the Customer Marks on its Website and marketing materials. Company shall comply with Customer’s written policies regarding the use of Customer’s Marks as provided to Company by Customer. Company acknowledges and agrees that all Intellectual Property Rights in the Customer Marks belong to and shall continue to belong to Customer (or its licensors or other third-party owners), and Company shall have no rights in or to the Customer Marks other than as specifically set forth in this Agreement.

5. FEES AND PAYMENT

5.1 Fees. The pricing and fees for the Products and Services are set forth in the Order Form (the “Fees”) and will be invoiced in accordance with the provisions set forth therein. Following the Initial Term, Company reserves the right to change the Fees during any Renewal Term upon thirty (30) Days’ prior written notice to Customer.

5.2 Payment Terms. All amounts to be paid by Customer hereunder shall be due and payable thirty (30) Days after Customer’s receipt of the invoice therefor. All payments not made by Customer when due shall be subject to late charges of the lesser of (a) one and one-half percent (1.5%) per month of the overdue amount or (b) the maximum amount permitted under applicable law. Any failure to pay will constitute a material breach of this Agreement by Customer.

5.3 Taxes. Customer shall pay all sales, use and excise taxes relating to, or under, this Agreement, exclusive of taxes based on or measured by Company’s net income, unless Customer is exempt from the payment of such taxes and provides Company with sufficient evidence of such exemption.

5.4 Suspension. Without limiting Company’s termination rights, Company shall have the right to suspend Services and access to the Products in the event Customer fails to pay any Fees when due.

6. CONFIDENTIALITY

6.1 Confidentiality Obligations. The Parties agree to hold each other’s Confidential Information in strict confidence. The Parties agree not to make each other’s Confidential Information available in any form to any third party or to use each other’s Confidential Information for any purpose other than as specified in this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information of either Party is not disclosed or distributed by its employees, agents, or consultants in violation of the provisions of this Agreement. Each Party’s Confidential Information shall remain the sole and exclusive property of that Party. Each Party acknowledges that any use or disclosure of the other Party’s Confidential Information other than as specifically

provided for in this Agreement may result in irreparable injury and damage to the non-using or non-disclosing party. Accordingly, each Party hereby agrees that, in the event of use or disclosure by the other Party other than as specifically provided for in this Agreement, the non-using or non-disclosing Party may be entitled to equitable relief as granted by any appropriate judicial body.

6.2 Duration. The obligations under this Section 6 (Confidentiality) shall terminate five (5) years following expiration or termination of this Agreement (except regarding trade secrets, which shall remain confidential for so long as the information remains protected as a trade secret).

6.3 Feedback. Customer and/or its End Users may provide suggestions, comments, or other feedback to Company with respect to the Products and Services ("Feedback"). Feedback is voluntary and Company is not required to hold it in confidence and Feedback may be used by Company for any purpose without obligation of any kind.

6.4 FERPA. Company shall comply with all of the requirements of the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g) and the regulations adopted thereunder (34 C.F.R. §99). Customer agrees to indemnify, defend and hold harmless Company, its officers, directors, employees, shareholders, agents, legal representatives, subsidiaries, affiliates, successors and permitted assigns from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses (including costs of defense, settlement and reasonable attorney's fees and expert witness fees) (collectively "Liabilities"), which any or all of them may suffer, incur, be responsible for or pay out to any third party as a result of Liabilities arising from claims or actions resulting under FERPA or other local, state or federal laws regulating the use and dissemination of Customer's constituent information, to the extent such Liabilities are caused by or arise out of the negligence or misconduct of, or violation of applicable laws by, Customer.

6.5 Security. Company will implement reasonable physical, administrative and technical security measures for the Products designed to: (a) protect the security and confidentiality of the Customer Data and Identifiable Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Products, and (c) protect against unauthorized use of or access to the Products, Customer Data and Identifiable Data. Company shall also establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Products and the Customer Data and Identifiable Data stored therein. In the event a data breach impacting Customer Data or Identifiable Data, Company shall notify Customer within seventy-two (72) hours of Company discovery of a data breach impacting such Customer Data or Identifiable Data.

7. TERM AND TERMINATION

7.1 Term. On a Product-by-Product basis, the initial term of this Agreement shall commence on the Effective Date and shall continue for the initial period identified in the Order Form (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew on a Product-by-Product basis for successive terms equal in length to the Initial Term (each a "Renewal Term") unless Customer provides written notice of its intent to terminate this Agreement with respect to one or more Products at least sixty (60) Days prior to the completion of the Initial Term or Renewal Term, as applicable. The Initial Term and any Renewal Terms are referred to herein collectively as the "Term."

7.2 Termination for Breach. Either Party may terminate this Agreement if the other Party has failed to comply with any term, condition, or obligation of this Agreement, and such Party subsequently has failed to remedy the default within thirty (30) Days after receiving a written notice from the non-defaulting Party describing such noncompliance.

7.3 Termination for Insolvency. If Company believes in good faith that Customer's ability to make payments may be impaired, or if Customer fails to pay any invoice when due and does not make such payment within ten (10) Days after receipt of notice from Company of such failure, then Company may, in its sole discretion, either: (a) suspend access to the Products and provision of the Services until such payment is made; or (b) terminate this Agreement with respect to one or more Products and Services. In either event, Customer shall remain liable to pay all Fees under this Agreement.

7.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, all sums owed to Company by Customer will become immediately due and payable upon the effective date of termination, and each Party shall immediately cease use of all Confidential Information belonging to the other Party and shall irretrievably delete and/or remove such items from all computer hardware and storage media, including backups. Additionally, following termination of this Agreement, Customer shall immediately cease use of the Products.

7.5 Survival. Notwithstanding any provisions contained in this Agreement to the contrary, in addition to any provisions that by their express terms survive expiration and termination of this Agreement, or by their nature may be reasonably inferred to have been intended to survive expiration and termination of this Agreement, the following sections and subsections shall survive expiration and termination of this Agreement: 1, 4.1, 4.2, 6, 7.4, 7.5, 9 and 10.

8. WARRANTIES

8.1 Limited Warranty. Each Party represents and warrants that (a) it has the authority to enter into this Agreement and to grant the rights and licenses provided herein, and that by entering into this Agreement such Party is not in violation of any previous agreement between such Party and any third party, and (b) it will comply with all laws and regulations applicable to the obligations assumed under this Agreement.

8.2 No Other Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 8, COMPANY DOES NOT MAKE ANY GUARANTEE, WARRANTY, OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES (INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), NOR WITH RESPECT TO ANY OTHER MATTER SET FORTH IN THIS AGREEMENT.

9. LIMITATION OF LIABILITY

9.1 Disclaimer of Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR SPECIAL DAMAGES OR COSTS (INCLUDING LOST PROFITS, LOST REVENUES, LOST DATA, COSTS OF RECREATING LOST DATA, OR LOSS OF USE) RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF EITHER OR BOTH OF THEM KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF.

9.2 Cap on Direct Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES AND ROYALTIES PAID OR PAYABLE BY CUSTOMER TO COMPANY IN THE TWELVE (12) FULL CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

9.3 Exclusions. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS UPON THE TYPES AND AMOUNTS OF EACH PARTY'S LIABILITY, AND THE EXCLUSIONS OF CERTAIN TYPES OF DAMAGES, SET FORTH IN THIS SECTION 9, SHALL NOT APPLY TO THE FOLLOWING: (A) DAMAGES RESULTING FROM THE BREACH OF SECTION 2 BY CUSTOMER OR AN END USER; (B) DAMAGES RESULTING FROM A BREACH OF SECTION 6; (C) DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY; OR (D) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 9.

9.4 Indemnification. Each Party (as an "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and its employees and consultants from and against any and all damages, fines, penalties, assessments, liabilities, costs and expenses (including attorneys' fees and expenses) (collectively, "Losses") arising out of any claim, dispute, suit or investigation initiated by a third party to the extent such Losses resulted from the negligence or willful misconduct of, or breach of this Agreement by, the Indemnifying Party or its employees.

10. GENERAL

10.1 Nature of Relationship. In entering this Agreement, Customer does so as an independent party and not as an agent, partner, or joint venturer of Company. Customer does not have any right or authority, nor shall Customer hold itself out as having any right or authority, to assume, create, or enter into any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon, Company.

10.2 Compliance with Laws. The Parties shall comply with all applicable local, state, and federal laws and regulations, including all export laws and regulations of the United States.

10.3 Construction. The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation."

10.4 Governing Law; Severability. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and constructed in accordance with the laws of the state of California, without regard to such state's conflicts of laws principles. In the event that one or more of the provisions herein shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforcement of the remaining provisions shall not be affected or impaired.

10.5 Assignment. Customer shall not assign this Agreement or any rights or obligations hereunder, without the express written consent of Company. Any assignment or transfer in violation of the foregoing will be null and void. Company reserves the right to assign this Agreement to any affiliate or any entity in connection with the sale, combination, or transfer of all or substantially all of the assets or capital stock or from any other corporate form of reorganization by or of Company. Subject to all of the terms and conditions hereof, this Agreement inures to the benefit of and is binding upon the Parties hereto and their successors and assigns.

10.6 Waiver. The failure to enforce or the waiver by either Party of one default or breach of the other Party shall not be considered to be a waiver of any subsequent default or breach.

10.7 Notices. All notices required or permitted hereunder shall be in writing, delivered personally, by certified or registered mail, or by nationally recognized overnight courier (e.g., FedEx) at the Parties respective addresses set forth in the Order Form. All notices shall be deemed effective upon personal delivery; or when received if sent by certified or registered mail or by overnight courier.

10.8 Force Majeure. Except with regard to payment obligations, either Party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party, including, but not limited to, default of subcontractors or suppliers, failures of third party software, default of

third party vendors, acts of God or of the public enemy, U.S. or foreign governmental actions, labor shortages or strikes, communications or utility interruption or failure, fire, flood, epidemic, and freight embargoes. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

10.9 Remedy. The rights and remedies of the Parties will be cumulative (and not alternative). In the event of any litigation between the Parties relating to this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees, expert witness fees, and court costs from the other Party.

10.10 Entire Agreement. This Agreement, the client specific Order Form, and any subsequent Change Order, together constitute the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and oral agreements with respect to the subject matter. No modification of this Agreement shall be binding on either Party unless it is in writing and signed by both Parties. In the event of any conflict or inconsistency between this Agreement and any Order Form or Change Order, the terms and conditions of this Agreement shall prevail unless such Order Form or Change Order explicitly states the Parties' intent to supersede a specific section in this Agreement.

10.11 Counterparts. The Order Form may be executed in counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same Agreement.