

END USER LICENSE AGREEMENT (EULA)

KEVALA, INC. OR ITS AFFILIATES (“**KEVALA**”, “**WE**” OR “**US**”) MAKES THE ONLINE PORTAL AVAILABLE THROUGH INTERNET SITES OPERATED BY OR FOR KEVALA (THE “**SITE**”). THE SITE, AND THE SERVICES PROVIDED THROUGH THE SITE (THE “**SERVICES**”), ARE MADE AVAILABLE BY KEVALA TO THE BUSINESS (WHETHER ORGANIZED AS A LEGAL ENTITY OR A SOLE PROPRIETORSHIP) THAT YOU REPRESENT (“**USER**”, OR “**YOU**”) ONLY UPON THE CONDITION THAT USER ACCEPTS ALL OF THE TERMS CONTAINED IN THIS BY CLICKING THE CHECKBOX INDICATING “I CERTIFY THAT I HAVE READ AND AGREE TO THE TERMS OF USE,” (A) YOU REPRESENT AND WARRANT THAT YOU ARE ACTING AS A DULY AUTHORIZED REPRESENTATIVE, AND IN THE NAME AND ON BEHALF OF, USER, WITH THE LEGAL AUTHORITY TO BIND USER TO THIS AGREEMENT, AND (B) USER AGREES TO ENTER INTO THIS AGREEMENT AND TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

Capitalized terms that are not otherwise defined will have the meanings set forth in Section 11.

1. Services

a. Right to Access

Subject to User’s compliance with all the terms and conditions of this Agreement, including the Policies and restrictions set forth in Section 1(b), solely during the Term (as defined in Section 8), Kevala grants to User a limited, non-exclusive, revocable, non-sublicensable, and non-transferable right to access the Site, and to use the Services and any Content specifically provided to User by Kevala through the Services solely for User’s internal business purposes. If Kevala provides express permission for User to download Content from the Site, User may download one copy of such Content during the Term.

b. Restrictions

Any use of the Site, Services, or Content is at User’s own risk. Except as expressly authorized under this Agreement or by Kevala in writing, User must not, and will not permit, encourage, or assist anyone else to: (a) record, store or copy the Site, Services, or Content, (b) modify, distribute, publicly display, publicly perform, or otherwise make available to the public, resell, publish, or otherwise provide access to the Site or Services or compile or collect any Content, (c) rent, lend, lease, loan, offer, sell, or sublicense access to the Site or the Service, or any Content, in whole or in part, to another person (except to the extent that Kevala enables sharing functionality designed to permit access by others) or use the Site or the Service to provide any service, information, or Content, or access thereto, to or for the benefit of a third party; (d) use the Site, the Services, or the Content for any purpose except as expressly permitted herein; (e) circumvent or disable any access control, digital rights management, usage rules, or other security features of the Site, the Service, or any Content; (f) attempt to reverse engineer, disassemble, decompile, or in any way attempt to derive the source code for or any Technical Data embedded or used in the Site, the Services, or the Content, or any portion thereof; (g) use the Site or the Service in a manner that threatens the integrity, performance, or availability of the Site, the Service, or any Kevala or third party software, systems, networks, or services; (h) remove, alter, or obscure any proprietary notices on any portion of the Site, the Services, or the Content; or (i) use the Site or the Services for any personal, family or household use or otherwise for the benefit of any individual

consumer. Access to the Site may be optimized for certain operating systems, software, browsers, and versions and the use of other operating systems, software, browsers, or versions, or mobile devices, to access the Site may not be possible or may result in limited functionality and performance or errors.

c. Partners; Modifications and Access to the Services

Kevala's may engage or partner with one or more Partners in connection with the operation and provision of the Site and the Services or any portion thereof. Except as expressly agreed by Kevala in writing, Kevala reserves the right to modify, suspend, or discontinue, temporarily or permanently, all or any part of the Site or the Services without notice. Neither Kevala nor any of its Partners will be liable to User or to any third party for any modification, suspension, or discontinuance of the Site or the Services in whole or in part.

User is solely responsible for (a) procuring and maintaining at its own cost any software, hardware, network access and other connectivity infrastructure required to access and use the Site and Services, and (b) any and all fees charged by third parties with respect to any of the foregoing. Kevala has no obligation to provide User with any support or maintenance in connection with the Site or Service.

d. Authorized Account Access and Password Policy

The use of certain portions of the Site and access to certain portions of the Services requires User Credentials. As part of the registration process, User must select its User Credentials and provide Kevala with accurate, complete and up-to-date information. Kevala reserves the right to suspend or revoke User Credentials and access to the Site and Services in the event of any actual or suspected misuse or abuse of User Credentials, or any failure to comply with the terms and conditions of this Agreement. User (a) shall require all of its Representatives to protect User Credentials from disclosure to, discovery by, and use by, third parties, (b) shall require all Representatives not to provide any User Credentials to any third party, and (c) shall remain fully responsible and liable for (and in no event shall Kevala be responsible or liable for) any use, including any misuse, abuse, or unauthorized use of any User Credentials. Only User's Representatives are authorized to use User's account to access the Site and Services and User hereby authorizes any and all transactions, submissions, instructions, authorizations, and other acts initiated through the use of any User Credentials. In the event of any actual or suspected misuse, abuse, or unauthorized use, or any suspected disclosure to or discovery by third parties, of any User Credentials, or of any actual or suspected attempt to engage in any of the foregoing, User shall promptly notify Kevala.

e. Changes; Additional Terms

We may make changes to this Agreement from time to time. If we make any material changes, we may notify User by sending an e-mail to the last e-mail address provided to us by User (if any) or by prominently posting notice of the changes on the Site. Any changes to this Agreement will be effective upon the earlier of (a) thirty days following our dispatch of an e-mail notice to User or our posting of notice on the Site, or (b) any shorter period of time as may be required by law. User is responsible for providing Kevala with its most current e-mail address. In the event that the last e-mail address that User has provided to Kevala is not valid, or for any reason is not capable of delivering to User the notice described above, Kevala dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of the Site or the Service following notice of such changes will indicate User's acknowledgement of such changes and agreement to be bound by the modified terms and conditions.

When using certain features of the Site or the Service, User may be subject to, and agrees to comply with all applicable Policies. Each such Policy is incorporated by reference into this Agreement.

2. Customer Data and Other Information

a. Customer Data

The Services enable User to upload or otherwise submit Customer Data to us. User is solely responsible for the accuracy of the Customer Data and any other information submitted through the Service.

The Service is not intended to operate as a storage repository for Customer Data or any other data or documents. We have no obligation to back up Customer Data, and we encourage User to back up its Customer Data regularly. Customer Data may be deleted from the Service by Kevala or its Partners at any time.

User hereby grants, and agrees to grant, to Kevala and its affiliates an irrevocable, perpetual, nonexclusive, royalty-free and fully paid, worldwide right and authorization to Use the Customer Data and to permit our Partners to use the Customer Data (a) in connection with providing the Services, and (b) for other purposes to which the User agrees at the time of upload, e.g., as part of or in connection with Kevala and our Partners' products and services (including to improve existing products and services and to create new products and services based on or using Customer Data). Any limitations on Kevala and its affiliates' use of Customer Data will not apply to any Customer Data to the extent such Customer Data (a) is or has become generally known or available other than by any act or omission of Kevala; (b) was rightfully known by Kevala prior to the time of first disclosure to Kevala; (c) is independently developed by Kevala without the use of Customer Data; or (d) is rightfully obtained without restriction from a third party who has the right to make such disclosure and without breach of any duty of confidentiality to User. User must not provide us with any Customer Data that (a) violates, or that causes us or any third party to violate, any applicable law, regulation, or order of any governmental authority in any jurisdiction; (b) contains or embodies any trade secrets or information for which User has any obligation of confidentiality to a third party; (c) infringes or violates, or that may infringe or violate, any intellectual property or proprietary right of any party, or that User otherwise does not have the right to disclose and provide to Kevala upon the terms and conditions set forth in this Agreement; (d) constitutes or contains Personal Data or personal health information; or (e) which may expose us or our Partners or users to harm or liability of any nature.

b. Personal Data

Personal Data, if any, that Kevala collects in connection with the Site or the Services will be processed and protected in accordance with the Privacy Policy.

3. Fees and Payment

In the event User chooses to receive paid services or to provide payment information to Kevala after being prompted to do so, User agrees to the pricing, payment and billing policies as set forth (a) herein, (b) on the Site and (c) if applicable, in a separately executed or accepted purchase order. All fees paid for the Service are non-refundable and non-transferable. All fees and applicable taxes, if any, are payable in United States dollars. User is solely responsible for the payment of, and shall pay when due, all applicable sales and use taxes and similar fees now in force, enacted or imposed in the future on the delivery of the Site, Content, and Service or any related transactions.

4. Ownership

The Site, the Service, and all Content are protected by applicable intellectual property laws. We and our Partners own all right, title, and interest, including all intellectual property rights, in and to the Site, the Services, and all Content, and any and all underlying software and technology used to provide and make available the Site and the Services, and all Technical Data embedded or used in the Site, the Services, or the Content. Except for those rights expressly granted in this Agreement, no other rights are granted or otherwise conveyed to User or any third party, whether by implication, by reason of estoppel, or otherwise.

All Trademarks displayed on the Site are the property of Kevala or its licensors. User is not permitted to use these Trademarks without the prior written consent of Kevala or third party owner of such Trademarks, as applicable. Kevala will have the right to identify User as Kevala's customer in marketing, promotional and other materials, and may place User's name and logo on Kevala's websites.

5. Feedback

User owns and will retain all right, title, and interest in and to Feedback provided by User. User hereby grants to Kevala a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable, and fully sublicensable (through multiple tiers) license, without additional consideration to user or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Feedback, in any format or media now known or hereafter developed, and for any purpose (including for analytic, statistical, security, quality control and, promotional purposes).

User hereby acknowledges and agrees that such Feedback is not confidential, that Kevala will have no obligation to treat any Feedback as confidential or proprietary, and that User's provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Kevala under any fiduciary or other obligation.

User represents and warrants that User has all rights necessary to grant the licenses granted in this section, and that User's Feedback, and User's provision thereof through and in connection with the Site, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. User further irrevocably waives any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that User may have under any applicable law under any legal theory.

6. Third-Party Content, Certain Risks, Security, Electronic Communications

a. Third-Party Content

The Site and the Services may contain links to Third-Party Content. We do not monitor, endorse, or adopt, or have any control over, any Third-Party Content. We undertake no responsibility to update or review any Third-Party Content and make no representation, warranty, or guarantee as to its accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third-Party Content, or any intellectual property rights therein. Certain Third-Party Content may, among other things, be inaccurate, misleading, or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by Kevala with respect to any Third-Party Content. We have no obligation to monitor Third-Party Content, and we may block or disable access to any Third-Party Content (in whole or part) through the Site at any time. In addition, the availability of any Third-Party Content through the Site does not imply our

endorsement of, or our affiliation with, any provider of such Third-Party Content, nor does such availability create any legal relationship between User and any such provider.

USE OF THIRD-PARTY CONTENT IS AT USER'S OWN RISK AND IS SUBJECT TO ANY CONTENT (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD-PARTY CONTENT).

b. Promotions

Any Promotions made available through the Site may be governed by rules that are separate from this Agreement. User's business dealings or correspondence with, or participation in Promotions offered by Partners or third parties, and any terms, conditions, warranties, or representations associated with such dealings, are solely between User and such Partner or third party. If User participates in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with this Agreement, the Promotion rules will govern.

c. Products

The Site may make available listings, descriptions and images of Products, as well as references and links to Products. Such Products may be made available by Kevala, its affiliates, its Partners or third parties, and may be made available for any purpose, including general informational purposes. The availability through the Site of any listing, description or image of a Product does not imply our endorsement of such Product. We make no representations as to the completeness, accuracy, reliability, validity or timeliness of such listings or descriptions (including any features, specifications and prices contained therein). Such information and the availability of any Product is subject to change at any time without notice. It is User's responsibility to ascertain and comply with all applicable local, state, federal and foreign laws regarding the use and sale of any Product.

d. Assumption of Risk Associated with Communication via the Internet

User's use of the Site, the Services, the Content and the Internet are solely at User's own risk and subject to all applicable local, state, national, and international laws and regulations. While Kevala has endeavored to create a Site that is secure and reliable, the confidentiality of any communication or material transmitted to/from the Site over the Internet or other communication infrastructure cannot be guaranteed. Accordingly, none of Kevala or its affiliates or its Partners are responsible for the security of any information transmitted via the Internet or other communication infrastructure, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information. Kevala and its affiliates, and its Partners shall have no liability for interruptions or omissions on or in the Internet, or other communication infrastructure, or any network or hosting services.

e. Enforcing Security

Actual or attempted unauthorized use of the Site or the Services may result in criminal or civil prosecution. For User's protection, Kevala reserves the right to view, monitor, and record activity related to the Site or Services without notice or further permission from User, to the fullest extent permitted by applicable law. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with the investigation or prosecution of possible criminal activity related to the Site or Services. Kevala will also comply with all court orders involving requests for such information, and User hereby authorizes Kevala to do so.

f. Events Beyond Kevala Control

User expressly absolves and releases Kevala and its affiliates, and its Partners from any claim of harm, loss, or liability resulting from a cause beyond their reasonable control, including, but not

limited to, the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, terrorism or governmental restrictions.

g. Consent to Electronic Communications

By using the Site or the Service, User consents to receiving electronic communications from Kevala and our Partners. These communications may include notices about User's account and User Credentials, and information concerning or related to the Site and the Service. User agrees that any notices, agreements, disclosures, or other communications that Kevala or its Partners send to User electronically will satisfy any legal form requirements, including that such communications be in writing.

7. Liability and Indemnity

a. User Warranties

User represents and warrants that: (a) it has and will have all rights necessary to provide the User Content to Kevala and to grant the rights and licenses granted to Kevala under this Agreement; (b) the User Content does not and will not infringe the Intellectual Property Rights or other rights (including privacy rights, rights with respect to personal information, and similar rights) of any person or entity; and (c) User will comply with all applicable laws, rules, regulations, and obligations to third parties (including with respect to privacy and data security) in connection with the use of and access to the Site and Services (including with respect to the provision or use of any User Content).

b. Disclaimers

THE SITE, SERVICES, CONTENT, THIRD-PARTY CONTENT, AND PRODUCTS ARE MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. KEVALA DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SITE, SERVICES, CONTENT, THIRD-PARTY CONTENT, AND PRODUCTS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF THE KEVALA PARTIES.

While we try to maintain the timeliness, integrity and security of the Site, we do not guarantee that the Site is or will remain updated, complete, correct or secure, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any such alteration, contact us at errors@kevalaanalytics.com with a description of such alteration and its location on the Site.

c. Limitation of Liability

KEVALA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, KEVALA WILL

NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE, SERVICES, OR CONTENT OR FROM ANY PRODUCTS OR THIRD-PARTY CONTENT, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE, SERVICES, CONTENT, OR ANY PRODUCTS OR THIRD-PARTY CONTENT IS TO STOP USING THE SITE. THE MAXIMUM AGGREGATE LIABILITY OF KEVALA FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO KEVALA TO USE THE SITE AND \$100. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF THE KEVALA PARTIES.

Applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have certain additional rights.

d. Indemnity

User agrees to indemnify and hold harmless the Kevala Parties, from and against any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) arising out of any third party claims based on or related to (a) User's use of the Site, Services, or Content, (b) any use, including any misuse, abuse, or unauthorized use, of any User Credentials, (c) any breach by User of this Agreement, (d) any non-compliance by User (or any allegation that, if true, would constitute non-compliance) with any applicable law, rule, regulation, or obligation to a third party (including with respect to privacy and data security); or (e) any grossly negligent or intentionally wrongful act by User. Kevala reserves the right, at User's expense, to assume the exclusive defense and control of any matter for which User is required to indemnify a Kevala Party and User agrees to cooperate with Kevala or its designee's defense of these claims. User agrees not to settle any matter for which User is required to indemnify a Kevala Party without Kevala's prior written consent. Kevala will use reasonable efforts to notify User of any such claim, action or proceeding upon becoming aware of it.

8. Term and Termination

This Agreement will remain in full force and effect while User uses the Site or the Services unless earlier terminated in accordance with this Section ("**Term**").

User has the right to terminate its account and its use of the Site and the Services at any time by providing Kevala with written notice of such termination. Termination of User's account and ceasing all use of the Site and the Service is User's sole right and remedy with respect to any dispute with us regarding the Site, the Service, or this Agreement, except as expressly stated otherwise herein.

Kevala may terminate User's account at any time and User's use of the Site or the Services for any reason by providing User with notice in any reasonable manner, including via e-mail and via notices posted on the Site or the Services. Without limitation of any other rights or remedies, Kevala reserves the right to suspend or restrict User's access to and use of the Site and Services, in whole or in part, if: (a) Kevala reasonably believes that User has violated this Agreement; (b) User fails to cooperate with a reasonable investigation by Kevala of any suspected violation of this Agreement by User; (c) there is a denial of service attack on Kevala's servers or systems, a

security breach, or a similar event and Kevala reasonably believes that suspension of User's access is reasonably necessary to protect its servers or systems, information or data, or other clients; or (d) requested by a law enforcement agency, government agency or similar authority.

Upon expiration or termination of this Agreement: (a) each User's right to access and use the Site and Services will immediately terminate and User will immediately cease all use of and access to the Site or Services; and (b) Kevala will have no further obligation to provide any Services or access to the Site or Content. Sections 1.b, 1.d, and 2 - 11 will survive any termination or expiration of this Agreement and will, to the extent applicable, continue to remain in full force and effect after any such termination or expiration. Additionally, unless Kevala terminates the Agreement for breach by User, the license contained in Section 1.a will survive only as to Content downloaded during the Term in accordance with Section 1.a.

9. Governing Law; Arbitration

This Agreement is and shall be governed by and construed under the laws of the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND US, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT WE AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures ("Comprehensive Rules"). The Comprehensive Rules are available online at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless requested to do so by all parties. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. An arbitration award and any judgement confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

10. Miscellaneous

The Site is controlled and operated from the United States, and is not intended to subject Kevala or its Partners to any non-U.S. jurisdiction or law. The Site may not be appropriate or available for use in some non-U.S. jurisdictions. We may limit the Site's availability at any time, in whole or in part, to any person, geographic area, or jurisdiction that we choose.

No joint venture, partnership, employment, or agency relationship exists between User and Kevala as a result of this Agreement or User's utilization of the Site, Services, or Content.

User may not assign, transfer, or sublicense any or all of User's rights or obligations under this Agreement without Kevala's express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under this Agreement without restriction.

Failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by Kevala of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

The provisions of this Agreement are severable. If any provision (or part of any provision) shall be determined to be void or unenforceable, the relevant provision or part of any provision shall be deemed deleted and this Agreement, and the validity and enforceability of all remaining provisions (and parts of any provisions) of this Agreement, shall not be affected.

Any heading, caption, or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in this Agreement shall be construed as if followed by the phrase "without limitation."

Notices to User (including notices of changes to this Agreement) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Kevala will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

This Agreement (including the Policies) represents the entire agreement between User and Kevala with respect to User's use of the Site, the Services, and Content and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between User and Kevala with respect to its subject matter. Any rights not expressly granted herein by Kevala are reserved.

User is responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. User represents, warrants, and covenants that User is not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country; or (b) on any of the U.S. government lists of restricted end users.

a. Contact Information

All inquiries or notices to Kevala regarding this Agreement should be addressed to:

E-mail: ideas@kevalaanalytics.com

If User chooses to contact Kevala via e-mail regarding this Agreement, the subject heading of that e-mail should be marked "End User License Agreement Inquiry".

11. Definitions

- a. **"Customer Data"** means any data provided by User and any other information pertaining to User's business, and any excerpts, portions, modifications, and derivatives thereof.
- b. **"Content"** means data, tools, output, calculations, advice, and other information or content made available to User through the Site or the Services.
- c. **"Feedback"** means feedback, ideas, proposals, suggestions, or other materials regarding the Site, the Services, any Content, or any existing or potential products or services, including identification of any potential errors therein, or improvements thereto.
- d. **"Kevala Parties"** means Kevala, its affiliates, or any of their respective directors, officers, employees, agents, representatives, licensors, or Partners, and their respective successors and assigns.
- e. **"Personal Data"** means any information that identifies an individual or can be used to identify or contact an individual, e.g., an individual's name, e-mail address, address, phone number, social security number, or credit card information.
- f. **"Partners"** means third party contractors, service providers, and other third parties.
- g. **"Policy"** means any additional terms of use or access and privacy policies posted on the Site.
- h. **"Privacy Policy"** means Kevala's applicable privacy policy, which may be updated from time to time, the current version of which is available at [].
- i. **"Products"** means goods or services.
- j. **"Promotions"** means sweepstakes, contests, raffles, surveys, games or similar promotions.
- k. **"Representatives"** means the representatives of a User that may use or access the Site or Services on User's behalf.
- l. **"Technical Data"** means technical data, know-how, trade secrets, processes, techniques, specifications, protocols, methods, algorithms, interfaces, ideas, solutions, structures and other information.
- m. **"Third-Party Content"** means Web pages and content of Partners and third parties that are not hosted by Kevala.
- n. **"Trademarks"** means product and corporate names, designs, logos, trade names, trademarks, service names, and service marks.
- o. **"Use"** means reproduce, publish, distribute, translate, publicly display, publicly perform, otherwise make available to the public, modify, adapt, prepare derivative works of, incorporate into other works, disclose, and otherwise use and commercialize, in whole or in part, in any format or medium (now known or later developed).
- p. **"User Content"** means Customer Data, Feedback, Personal Data, and any other content provided by User in connection with the Site and Services.
- q. **"User Credentials"** means a valid account user name and password.