

Date: May 14, 2018

In order to access and use many of the services available on the pipelinedeals.com website (the "Site") you will need to agree to these terms and conditions ("Terms and Conditions"). Please review them carefully before agreeing as they form a legal agreement between you ("You ", "Your, " or "Licensee ") and PipelineDeals, Inc. ("PipelineDeals ", "Licensor ", or "we ") which govern the party's rights and obligations with respect to Your access and use of the PipelineDeals service (the "Service ") and the associated electronic documentation (collectively, the "Materials "). By clicking the acceptance button at the end of these Terms and Conditions , You are agreeing to be bound hereby.

If You do not agree to all of these Terms and Conditions, PipelineDeals is unwilling to grant You access to or use of the Service. In such event, do not click the acceptance button or access or use the Service.

- 1. Free Trial. If You register on the PipelineDeals Site for a free trial, we will make the Service available to You on a trial basis free of charge until the earlier of (i) the end of the free trial period or (ii) date that You commence use of the Service as a paying user (the "Free Trial Period "). Any data You enter into the Service during the Free Trial Period can be downloaded by You prior to the end of the Free Trial Period. If the data is not downloaded prior to such time, it will be permanently lost unless You purchase a License to continue to use such Service before the end of the Free Trial Period. Notwithstanding Section 4 (Fees, Payments and Taxes), Section 10 (Representations) and Section 13 (Disclaimer of Warranties), during the Free Trial Period, the Service is provided "As-Is " without any warranty and You hereby agree to be bound by all of the terms and conditions set forth herein.**
- 2. Applicability of Terms of Use. These Terms and Conditions apply to the use of the Site. There may be provisions in separate subscription, license and other agreements executed between PipelineDeals and You which govern aspects of**

the use of the Site. If there is an inconsistency between these Terms and Conditions and any such agreements, the terms of the other agreements will prevail. The Site may contain links to websites operated by parties other than PipelineDeals. Such links are provided for your convenience and reference only. The linked websites that are not operated by PipelineDeals are not under the control of PipelineDeals, and PipelineDeals provides no warranties either express or implied, and is not responsible for the contents of any such linked website or any link contained in such linked website. The inclusion of a link to a website not operated by PipelineDeals does not imply any association with its operators or any endorsement of the linked website by PipelineDeals.

3. **License Grant.** Subject to the provisions of these Terms and Conditions and Licensee's payment of the Fees in accordance with Section 4, below, Licensor grants to Licensee a non-exclusive, non-transferable, non-sublicensable right to remotely access and use the Service for business purposes only ("License").
4. **Revisions.** Licensor may change, revise, modify, delete or discontinue (either permanently or temporarily) all or any portion of the functionality or scope of the Service at any time in its sole discretion (an "Update "). Following such Update: (i) Licensee shall have the right to terminate this License in accordance with Section 17 or continue to access and use the Service in accordance with the provisions of these Terms and Conditions; and (ii) the definition of "Service " shall be automatically amended without any further action on the part of any of the parties to include such Update.
5. **Fees, Payments, and Taxes.** The fees for access and use of the Service under this License are as set forth in the registration process, paid either on a monthly or annual basis as specified ("Fees "). The Fees will be billed to Your credit card that You provided during the registration as you agreed. Licensee hereby authorizes Licensor (or its designee) to charge the applicable Fees to Your credit card on a recurring basis. Licensee is responsible for all sales, excise, VAT and all other taxes (other than taxes on Licensor's net income) associated with Licensee's use of the Service. Licensor may increase the Fees (and bill Your credit card for such increased Fees) upon thirty (30) days prior

notice to Licensee. Any Fee increases will become effective at the beginning of the next billing cycle so long as Licensee does not opt to terminate the License.

6. **Location of Service and Access.** The Service will be hosted on one or more servers either owned or licensed by Licensor and will be accessible by Licensee over the Internet. In order to access the Service, Licensee will be required to maintain internet access, to register with Licensor (an "Account ") and to choose a unique user name and password for each such Account ("Account Access Information"). In the event that Licensor determines that there is more than one user of any single account, Licensor reserves the right to charge Licensee accordingly or to terminate the Licensee's Account. Licensor has the right, but not the obligation, to monitor access to the Service and, without limiting any remedies that it may have hereunder or at law, may deny access to any Licensee at any time in its sole discretion.
7. **Certain Rights and Restrictions Regarding Use of the Service.**
 - A. **Equipment and Service.** Licensee shall provide at its expense all hardware, Internet access and other equipment necessary for accessing and using of the Service.
 - B. **Copies.** The Service is protected by applicable U.S. and international laws and/or regulations.. Licensee may print and make copies of the materials regarding the Service for its own use. All such copies must include all of Licensor's proprietary notices contained in the originals without alteration of any kind. Except as otherwise provided in this Section, Licensee may not make copies of the Service or accompanying materials.
 - C. **Reverse Engineer.** Licensee may not, and may not cause or permit any of its employees or any third party to, modify, adapt, translate, reverse engineer, decompile, disassemble, translate or create derivative works based on the Site or the Service without the prior written consent of Licensor, which Licensor may withhold in its sole discretion.
 - D. **Rent, Lease and Transfer.** The Service and access to the Site is licensed only to Licensee. Licensee shall not sublicense, transfer, lease, assign, rent,

distribute, sell or otherwise dispose of the Service (including any of the materials) on a temporary or permanent basis except with the written and executed consent of Licensor, which Licensor may withhold in its sole discretion. Prior to transferring the Service to an authorized transferee, the transferee shall agree in writing to be bound by all of these Terms and Conditions.

- E. **Access Restrictions.** Licensee shall not permit or allow any third party to access or use any Account Access Information to access or use the Service or for any other purpose except as expressly authorized in these Terms and Conditions without Licensor's written consent, . Licensee shall not permit multiple users to share a single Account. Licensee is solely responsible for ensuring that the Account Access Information is utilized only by Licensee. Licensee shall be solely responsible for any loss, claim, damages or other liability whatsoever that may arise from the unauthorized use of any Account Access Information. If any of Licensee's Account Access Information is lost or stolen, Licensee must notify Licensor of such loss or theft so that the account can be deactivated and a new username and password can be chosen expeditiously.
- F. **Security.** Licensor shall use commercially reasonable efforts and shall maintain appropriate safeguards for the protection and security of Licensee Content (as defined in Section 6(G) below). Licensor shall not (i) modify any Licensee Content, (ii) access Licensee Content except to provide the Service and prevent or address service or technical problems or (iii) disclose Licensee Content, except in connection with providing the Services or as compelled by law or in accordance with Sections 6(G), 6(H) and 9. Nonetheless, Licensor cannot and does not guarantee the security of information transmitted during use of the Service or stored by Licensor and shall not be liable to Licensee or any other person or entity in the event the security or confidentiality of any information is compromised . Licensor shall have the right, but not the obligation to deactivate any account or delete and Licensee Content which it determines in its sole discretion is or may be

unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property, these Terms and Conditions, or applicable law. Without limiting the generality of the foregoing, Licensor shall fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity of Licensee or any other information in connection with any Licensee Content used in connection with the Service or User Contributions (as defined in Section 6(H) below) posted on or through the Site.

- G. Manner of Use.** Licensee is solely responsible for all information and data uploaded to the Service under Licensee's account ("Licensee Content ") and all other activity that occurs under Licensee's Accounts. Licensee shall not use the Service for any illegal or unauthorized purpose(s). Licensee may only use the Service in accordance with the User Guide (which is hereby incorporated into these Terms and Conditions by reference) and applicable laws and government regulations. Licensee must not, in the use of the Service, violate any applicable laws (including but not limited to applicable copyright and other laws).
- H. Public Forums and Other User Contributions.** The Site may contain message boards, blogs, chat rooms, bulletin boards and other public forums that allow You to post, submit, publish, display or transmit to other users or other persons content, materials and information ("User Contributions"). All User Contributions shall be considered non-confidential and non-proprietary and may be read, collected or used by third parties. By providing User Contributions You hereby grant Licensor the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to any third party any such User Contributions for any purpose whatsoever. Licensee hereby represents and warrants that it has the right to contribute such User Contributions and such User Contributions comply with these Terms and Conditions.
- I. Licensee acknowledges that it shall be solely and fully responsible for all User Contributions posted under its account including without limitation,**

issues concerning legality, reliability, accuracy and appropriateness.

Licensor may (i) remove or refuse to post any User Contribution for any reason or no reason in its sole discretion, (ii) take any action with respect to any User Contribution that it deems necessary or appropriate in its sole discretion (iii) disclose the identity of the person making the User Contribution or any other information related thereto to any third party who claims that material posted violates their rights including, without limitation, intellectual property rights or privacy rights, (iv) take any appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site, (v) terminate or suspend Licensee's access to all or any portion of the Site.

- J. **Bandwidth Usage and Storage.** Licensor may, in its discretion, disable any Account or limit an Account's bandwidth usage if Licensor determines that usage is excessive. Licensor may also, in its discretion, disable any Account or limit storage capacity with respect to such Account should Licensee's storage usage be excessive.
- K. **Integration with Non Pipeline Deals Applications and Services.** If You install or enable applications or services not provided by Licensor (e.g. Google, gmail, Mailchimp, etc.) for use with the Service, You acknowledge that Licensor may allow providers of such applications to access Licensee Content as required for the interoperation of such applications or services with the Service. Licensor shall not be responsible for any disclosure, modification or deletion of Licensee Content resulting from any such access by any such application or service providers. Licensor does not warrant or support these products or services, whether or not they are designated as "certified" or otherwise. Purchase of non PipelineDeals products or services is not required to use the Service except a supported computing device, operating system, web browser and internet connection. If the provider of such applications and services ceases to make such applications and services available for interoperation with PipelineDeals Service, Licensor

may cease providing such access without entitling You to any refund, credit or other compensation.

8. **Your personal information and Cookies.** Please see our privacy policy for details of how we process your personal details and the use we make of Cookies, www.pipelinedeals.com/privacy.
9. **Ownership of Service and Intellectual Property Rights.** Licensor does not sell the Service to Licensee, but only grants Licensee a non-exclusive, limited license to use the Service according to these Terms and Conditions. As between Licensor and You, Licensor and its licensors retain ownership in the Service and all intellectual property rights in the Service, including without limitation any and all patents, copyrights, trade secrets, trademarks and any other proprietary and other rights. Licensee shall not use any intellectual property rights of Licensor without the prior written consent of Licensor. Licensee agrees that Licensor may audit Licensee's use of the Service for compliance with these Terms and Conditions at any time, upon reasonable notice. All rights not specifically granted under these Terms and Conditions are expressly reserved by Licensor and its licensors.
10. **Relationship of Parties.** In performing any and/or all obligations under this License, Licensor and Licensee shall each operate as and have the status of being an independent contractor of the other party, and neither party shall act as or be an agent or employee of the other party.
11. **Confidentiality.** Licensee acknowledges and agrees that these Terms and Conditions and the Service contain proprietary information of Licensor ("Confidential Information"), and Licensee hereby agrees to maintain the confidentiality of the Confidential Information using at least as great of degree of care as it uses to maintain the confidentiality of its own most confidential information, and in no event less than reasonable care. Notwithstanding the foregoing, in the event that Licensee is required by a valid order by a court or other governmental body to disclose Confidential Information, Licensee may disclose such Confidential Information provided that Licensee first gives

Licensors prompt notice thereof in order to enable Licensor to have the opportunity to seek protection from such order of disclosure.

12. Representations. Licensee hereto represents and warrants to Licensor that: (i) it has the power and authority to enter into these Terms and Conditions. Further, Licensee agrees that it will not export or re-export the Service or accompanying Materials (or any copies) in violation of any applicable export control laws or regulations of the United States. Licensor hereto represents and warrants to Licensee that it has the power and authority to enter into these Terms and Conditions.

13. Indemnification.

A. Indemnification of Licensor. Licensee will defend, indemnify and hold harmless Licensor and its subsidiaries, licensors and affiliates (and their respective officers, directors, employees and agents) against any and all claims, losses, damages, liabilities, deficiencies, judgments, assessments, fines, costs and other expenses (including reasonable attorneys' fees and costs) arising from or relating to (i) accessing the Service or any third party service to which You may import or export Licensee Content, (ii) use or misuse of the Service (including any data or information input into the Service or file or database created thereby), and/or any hardware (if applicable) furnished by Licensor in connection therewith, including without limitation any disclosure of any person's medical information in violation of HIPAA, any violations under the Gramm-Leach-Bliley Act or any other applicable privacy law ("Privacy Laws "), (iii) breach of any of the provisions of these Terms and Conditions, and (iv) any action taken by Licensor during, as a result of or as a consequence to any investigations by Licensor or law enforcement.

B. Indemnification of Licensee. Licensor will defend, indemnify and hold harmless Licensee against any claims, losses, damages, liabilities, deficiencies, judgments, assessments, fines, costs and other expenses (including reasonable attorneys' fees and costs) arising from or relating to any claim by a third party that the use of the Service as permitted hereunder

infringes or misappropriates the U.S. intellectual property rights of a third party ("Third Party Claim ") provided that You (i) promptly provide written notice of the Third Party Claim; (ii) give Licensor the sole control of the defense and settlement of the Third Party Claim (provided that we may not settle any Third Party Claim unless the settlement unconditionally releases You of all liability) and (iii) provide to Licensor all reasonable assistance, at Licensor's expense. In the event that a Third Party Claim or if we believe that the Service may infringe or misappropriate any U.S. intellectual property right, we may, in our sole discretion and at no cost to You, (a) modify the Service so that it no longer infringes or misappropriates, (b) obtain a license for You to continue to use the Service, or (c) terminate Your License upon thirty (30) days prior written notice and refund to You any prepaid Fees covering the remainder of the term of such Service after the effective date of termination. The foregoing states Licensor's sole liability to and Licensee's sole remedy for the claims described therein.

14. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, THE SITE, THE SERVICE (INCLUDING ANY WRITTEN MATERIALS), AND ANY SUPPORT ARE ALL PROVIDED "AS IS " WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTY OF ERROR FREE APPLICATION OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR DOES NOT WARRANT THE USE, RESULTS OR PERFORMANCE OF THE SERVICE, THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, OR THAT THE SERVER(S) THAT MAKE(S) THE SERVICE AVAILABLE, IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.
15. **Limitation of Liability.** NEITHER LICENSOR NOR ANY PERSON OR ENTITY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OPERATION OR SUPPORT OF THE SERVICE SHALL BE LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, PRODUCT LIABILITY OR

OTHER CAUSE OF ACTION) TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS REVENUE OR PROFITS, BUSINESS INTERRUPTION FOR ANY REASON, LOSS OF BUSINESS INFORMATION OR DATA, INJURY TO REPUTATION, PERSONAL INJURY (WHETHER PHYSICAL OR MENTAL OR BOTH), GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES OR VIOLATION OF ANY APPLICABLE PRIVACY LAWS ARISING OUT OF (I) THE USE, MISUSE, OR INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF LICENSEE'S TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; (V) TERMINATION OF ANY OF LICENSEE'S ACCOUNTS; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE OR USE THEREOF, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S ENTIRE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO LICENSOR UNDER THESE TERMS AND CONDITIONS.

16. Site Availability. Although we will use reasonable efforts to provide you with access to the Site, we reserve the right to restrict or prohibit such access whenever we, in our sole discretion, deem it necessary to shut down the Site temporarily for maintenance, updates and other reasonable adjustments or alterations.

17. Limitation on Time to File Claim. Any cause of action or claim Licensee may have arising out of or relating to these Terms and Conditions or the Site or the Service must be commenced within one (1) year after the cause of action accrues or such cause of action or claim shall be permanently barred.

18. Void where Prohibited. Although the Site is accessible worldwide, not all products or services discussed, referenced, provided or offered on the Site

may be available to all persons in all geographic locations outside the United States. Any product or service offered on the Site is void where prohibited. If you choose to access the Site from outside of the United States, you do so upon your own initiative and you are solely responsible for complying with applicable local laws.

19. U.S. Government Restricted Rights. The Service is "Commercial Items," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable ("Restricted Rights Provisions "). Consistent with the Restricted Rights Provisions, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to these Terms and Conditions. The Manufacturer of the Service is PIPELINEDEALS, Inc. The servers on which the Service is located is at Amazon Web Services, principal offices are located in Seattle, Washington 98101.

20. DMCA Notice. If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing the PipelineDeals' Copyright Agent with the following information in writing:

1. A physical or signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

PipelineDeals designated Copyright Agent to receive notifications of claimed infringement is: nick@pipelinedeals.com or jp@pipelinedeals.com, or at the following address: Only DMCA notices should go to the Copyright Agent. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. PipelineDeals suggests that you consult your legal advisor before filing a notice. Please be aware that there are penalties for false claims under the DMCA. Any other feedback, comments, requests for technical support, and other communications should be directed to customer service through customer_care@pipelinedeals.com. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

21. Term and Termination.

- A. **Term.** These Terms and Conditions shall become effective upon Your agreement to the provisions hereof by clicking a box indicating Your acceptance or by executing an order form that references these Terms and Conditions and shall remain in effect unless and until terminated hereunder (the "Term"). If You elect to use the Service for a Free Trial Period, and do not purchase a License before the end of the Free Trial Period, these Terms and Conditions will terminate at the end of the Free Trial Period.
- B. **Termination.** Licensor may immediately terminate this License without advance notice if You fail to comply with any provision of these Terms and

Conditions or at any time in its sole discretion without cause. Licensor shall not refund any Fees or portion of any Fees to Licensee.

- C. **Effect of Termination.** Upon termination, (i) Licensee shall, as soon as is commercially practical and in no event later than 24 hours after it is notified or becomes aware of termination, cease using and return all Confidential Information to Licensor; and (ii) except as otherwise specifically provided in these Terms and Conditions, all rights and licenses granted to each party by the other party hereunder shall automatically cease and revert back to the granting party without any further action.
- D. **Return of Data.** Except during a Free Trial Period, upon termination, all of Licensee's uploaded data residing on Licensor's server(s) as of the date of termination shall be returned to Licensee upon written request but only if such request is made within ninety (90) days from the date of termination.
- E. **Survival Upon Termination.** Sections 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 18 and all other provisions of these Terms and Conditions intended to survive termination or expiration of this License will survive the termination or expiration of this License without limitation.

22. Notices. All notices required by these Terms and Conditions or given in connection with this License shall be deemed given as of the day they are emailed to You or posted on the Site. The email address of record for notices and requests in connection with this License shall be deemed to be the email address provided by the Licensee at the time of Account creation. Licensor is not responsible for the deliverability or changes to the email address. Notification of any change to the Licensee's email address is the sole responsibility of the Licensee.

23. Injunctive Relief. Licensee acknowledges that breach of Sections 6, 7 and/or 9 of these Terms and Conditions will give rise to irreparable injury to Licensor, and leave Licensor inadequately compensated in damages. Accordingly, Licensor may seek and obtain injunctive relief against Licensee's breach or threatened breach, in addition to any other legal remedies, such as (but not limited to) suit for copyright infringement. Licensee further acknowledges and

agrees that this provision is necessary for the protection of Licensor's legitimate business interests and is reasonable in scope and nature.

24. Miscellaneous.

- A. Governing Law.** These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Washington exclusive of its conflicts of laws principles.
- B. Jurisdiction.** Licensee hereby consents to the exclusive jurisdiction and venue of the courts of the State of Washington, King County, and the United States District Court for the Western District of Washington in connection with all disputes arising out of or relating to these Terms and Conditions and waives any defense related to lack of jurisdiction or *forum non convenes*.
- C. Severability.** In the event that any provision of these Terms and Conditions is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any remaining provisions shall not in any way be affected or impaired and a valid, legal and enforceable provision of similar intent and economic impact shall be substituted therefor.
- D. Entire Agreement.** Licensor reserves the right at any time to modify these Terms and Conditions and to impose new or additional terms or conditions on your use of the Service. Such modifications and additional terms and conditions will be effective immediately and incorporated into these Terms and Conditions. Licensee's continued use of the Service will be deemed acceptance thereof.
- E. Amendments to these Terms and Conditions.** Licensor reserves the right to revise these Terms and Conditions or any portion of them at any time, without notice, by updating this page. Revisions will be dated. You are bound by any such revisions and should periodically visit this page to review the current Terms and Conditions that apply to your use of the Web Sites.
- F. Interpretation.** The provisions of these Terms and Conditions shall be interpreted and construed in accordance with their fair meanings, and not strictly for or against any party, regardless of which party may have drafted

these Terms and Conditions or any specific provision of these Terms and Conditions.

- G. Waiver.** The waiver of any provision of these Terms and Conditions shall not be effective unless in writing and signed by the party against which it is sought to be enforced. The failure of any party to insist, in any one or more instances, upon performance of any of these Terms or Conditions shall not be construed as a waiver of future performance of any terms, covenants or conditions of this License, and the obligations of each party with respect thereto shall continue in full force and effect.
- H. Assignment; Binding Nature.** These Terms and Conditions shall be binding upon the parties and their successors and permitted assigns. Licensee may not assign this License, or any portion thereof, to any third party without Licensor's express prior written consent. Licensor may assign this License and all of its rights and obligations hereunder to any affiliate or to any successor to Licensor's business.
- I. Export Compliance.** The Service and any other technology and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Licensee shall not permit use of the Service in a U.S. embargoed country or in violation of any U.S. export law or regulation.