

Subscription Agreement

THIS AGREEMENT CONSTITUTES A BINDING CONTRACT ON YOU AND GOVERNS YOUR USE OF AND ACCESS TO THE SERVICES BY YOU, AGENTS AND END-USERS WHETHER IN CONNECTION WITH A PAID OR FREE TRIAL SUBSCRIPTION TO THE SERVICES.

By accepting this Agreement, either by accessing or using a Service, or authorizing or permitting any Agent or End-User to access or use a Service, You agree to be bound by this Agreement. If You are entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Agreement for that Entity and representing to us that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms "Subscriber," "You," "Your" or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not accept this Agreement and may not use any of the Services.

1. GENERAL CONDITIONS; ACCESS TO AND USE OF THE SERVICES

1.1 During the Subscription Term and subject to compliance by You, Agents and End-Users with this Agreement, You have the limited right to access and use a Service consistent with the Service Plan(s) that You subscribe to, together with all applicable Deployed Associated Services, for Your internal business purposes. We will (a) make the Services and Service Data available to You pursuant to this Agreement and the applicable Order Forms; (b) provide applicable standard customer support for the Services to You at no additional charge as detailed on the applicable Site and Documentation and/or upgraded support if purchased; (c) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except (i) during planned downtime for upgrades and maintenance to the Services (of which We will use commercially reasonable efforts to notify You in advance both through Our Site and a notice to Your Account owner and Agents) ("Planned Downtime"); and (ii) for any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Other Services, or acts undertaken by third parties, including without limitation, denial of service attack.

1.2 You may not use the Services to provide customer service, support or other outsourced business process services to more than one third party (other than

Affiliates) through a single Account. Without limiting the foregoing, Your right to access and use the API is also subject to the restrictions and policies implemented by cuilassist from time to time with respect to the API as set forth in the Documentation or otherwise communicated to You in writing.

1.3 A high speed Internet connection is required for proper transmission of the Services. You are responsible for procuring and maintaining the network connections that connect Your network to the Services, including, but not limited to, "browser" software that supports protocols used by cuilassist, including the Transport Layer Security (TLS) protocol or other protocols accepted by cuilassist, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You, Agents or End-Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by cuilassist. We assume no responsibility for the reliability or performance of any connections as described in this section.

1.4 In addition to complying with the other terms, conditions and restrictions set forth below in this Agreement, You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than authorized Agents and End-Users in furtherance of Your internal business purposes as expressly permitted by this Agreement; (b) use the Services to Process data on behalf of any third party other than Agents or End-Users; (c) modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks; (d) falsely imply any sponsorship or association with cuilassist, (e) use the Services in any unlawful manner, including, but not limited to, violation of any person's privacy rights; (f) use the Services to send unsolicited or unauthorized bulk mail, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (g) use the Services to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights; (h) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components; (i) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Services; (j) use the Services to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (k) use the Services to store or transmit any "protected health information", unless expressly agreed to otherwise in writing by cuilassist; (l) use the Services to knowingly post transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software"); (m) use or launch any automated system

that accesses a Service (i.e., bot) in a manner that sends more request messages to a Service server in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser; or (n) attempt to use, or use the Services in violation of this Agreement.

1.5 You are responsible for compliance with the provisions of this Agreement by Agents and End-Users and for any and all activities that occur under Your Account, as well as for all Service Data. Without limiting the foregoing, You are solely responsible for ensuring that use of the Services to store and transmit Service Data is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain or enter into with Agents or End-Users. You also maintain all responsibility for determining whether the Services or the information generated thereby is accurate or sufficient for Your purposes. Subject to any limitation on the number of individual Agents available under the applicable Service Plan(s) to which You subscribed or applicable Deployed Associated Service, access to and use of the Services is restricted to the specified number of individual Agents permitted under Your subscription to the applicable Service. You agree and acknowledge that each Agent will be identified by a unique username and password ("Login") and that an Agent Login may only be used by one (1) individual. You will not share an Agent Login among multiple individuals. You and Your Agents are responsible for maintaining the confidentiality of all Login information for Your Account.

1.6 In addition to Our rights as set forth in Sections 2 and 6.4, We reserve the right, in Our reasonable discretion, to temporarily suspend Your access to and use of a Service if We suspect or detect any Malicious Software connected to Your Account or use of a Service by You, Agents or End-Users.

1.7 You acknowledge that cuilassist may modify the features and functionality of the Services during the Subscription Term.

1.8 You may not access the Services if You are a direct competitor of cuilassist, except with cuilassist's prior written consent. You may not access the Services for the purposes of monitoring performance, availability, functionality, or for any benchmarking or competitive purposes.

1.9 If You register for a free trial for any of the Services, We will make such Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s); (b) the start date of any subscription to such Service purchased by You for such Service(s); or (c) termination of the trial by Us in our sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms

and conditions are incorporated into this Agreement by reference and are legally binding. Please review the applicable Documentation during the trial period so that You become familiar with the features and functions of the Services under applicable Service Plans before You make Your purchase. ANY SERVICE DATA YOU ENTER INTO A SERVICE, AND ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO A SERVICE BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICE AS COVERED BY THE TRIAL, PURCHASE THE APPLICABLE SERVICE, OR EXPORT SUCH SERVICE DATA, BEFORE THE END OF THE TRIAL PERIOD.

1.10 From time to time, We may make Beta Services available to You at no charge. You may choose to try such Beta Services in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms that will be presented to You. Beta Services are not considered “Services” under this Agreement; however, all restrictions, Our reservation of rights and Your obligations concerning the Service, and use of any Other Services shall apply equally to Your use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

2. INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, “Intellectual Property Rights”). The rights granted to You, Agents and End-Users to use the Service(s) under this Agreement do not convey any additional rights in the Service(s) or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service(s) as expressly stated herein, all rights, title and interest in and to the Services and all hardware, Software and other components of or used to provide the Services, including all related Intellectual Property Rights, will remain with cuilassist and belong exclusively to cuilassist.

cuilassist shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You, Agents, End-Users, or other third parties acting on Your behalf. cuilassist’s other product and

service names and logos used or displayed in or on the Services are registered or unregistered trademarks of one or more members of cuilassist (collectively, “Marks”), and You may only use applicable Marks to identify You as a Subscriber; provided You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Us, Our services or products.

3. THIRD PARTY SERVICES

If You decide to enable, access or use Other Services, be advised that Your access and use of such Other Services are governed solely by the terms and conditions of such Other Services, and We do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle, protect, manage or Process data (including Service Data) or any interaction between You and the provider of such Other Services. We cannot guarantee the continued availability of such Other Service features, and may cease enabling access to them without entitling You to any refund, credit, or other compensation, if, for example and without limitation, the provider of an Other Service ceases to make the Other Service available for interoperation with the corresponding Service in a manner acceptable to Us. You irrevocably waive any claim against cuilassist with respect to such Other Services. We are not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Other Services, or Your reliance on the privacy practices, data security processes or other policies of such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, You are expressly permitting cuilassist to disclose Your Login, as well as Service Data as necessary to facilitate the use or enablement of such Other Services.

4. BILLING, PLAN MODIFICATIONS AND PAYMENTS

4.1 Unless otherwise indicated on an Order Form referencing this Agreement, in the Supplemental Terms entitled “Service Specific Terms”, or Additional Terms (as defined in Section 10.2) and subject to Section 3.2, all charges associated with Your access to and use of a Service (“Subscription Charges”) are due in full upon commencement of Your Subscription Term, or, with respect to a Deployed Associated Service, at the time such Deployed Associated Service is purchased, subscribed to or otherwise deployed. If You fail to pay Your Subscription Charges or other charges indicated on any Order Form within five (5) business days of Our notice to You that payment is due or delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of such Service by You, Agents and End-Users.

4.2 If You choose to upgrade Your Service Plan or increase the number of Agents authorized to access and use a Service during Your Subscription Term (a “Subscription Upgrade”), any incremental Subscription Charges associated with such Subscription Upgrade will be prorated over the remaining period of Your then current Subscription Term, charged to Your Account and due and payable upon implementation of such Subscription Upgrade. In any future Subscription Term, Your Subscription Charges will reflect any such Subscription Upgrades.

4.3 No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to downgrade Your Service Plan. Downgrading Your Service Plan may cause loss of content, features, or capacity of the Service as available to You under Your Account, and cuilassist does not accept any liability for such loss.

4.4 Unless otherwise stated, Our charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes accessible by any local, state, provincial or foreign jurisdiction (collectively “Taxes”). You are responsible for paying Taxes, except those assessable against cuilassist measured by its net income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

4.5 If You pay by credit card or certain other payment instruments, the Services provide an interface for the Account owner to change credit card information (e.g. upon card renewal). The Account owner will receive a receipt upon each receipt of payment by the Payment Agent, or they may obtain a receipt from within the Services to track subscription status. You hereby authorize the Payment Agent to bill Your credit card or other payment instrument in advance on a periodic basis in accordance with the terms of the Service Plan for the Services and for periodic Subscription Charges applicable to Deployed Associated Services to which You subscribe until Your subscription to the Services terminates, and You further agree to pay any Subscription Charges so incurred. If applicable, You hereby authorize cuilassist and the Payment Agent to charge Your credit card or other payment instrument to establish such prepaid credit. You agree to promptly update Your Account information with any changes (for example, a change in Your billing address or credit card expiration date) that may occur. The Payment Agent uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain or use Your billing information except to process Your credit card information for the Payment Agent.

4.6 Payments made by credit card, debit card or certain other payment instruments for the cuilassist Service are billed and processed by cuilassist’s

Payment Agent. To the extent the Payment Agent is not cuilassist, the Payment Agent is acting solely as a billing and processing agent for and on behalf of cuilassist and shall not be construed to be providing the applicable Service.

5. CREDITS POLICY

We may, at Our sole discretion, choose to offer credits for the Services in various ways, including but not limited to, coupons, promotional campaigns and referrals. cuilassist reserves the right to award credits at its sole discretion. Credits have no monetary or cash value and can only be used by You to offset Your subsequent payments of Subscription Charges for the applicable Service. Credits may only be applied to Subscription Charges due for the Service specifically identified by cuilassist when issuing the credit. Credits can only be used by You and are non-transferable. To the extent that You have been awarded credits, unless the instrument (including any coupon) states an earlier expiration date, credits shall expire and no longer be redeemable twelve (12) months from the date the credit was issued.

6. CANCELLATION AND TERMINATION

6.1 Either Party may elect to terminate Your Account and subscription to a Service as of the end of Your then current Subscription Term by providing notice, in accordance with this Agreement, on or prior to the date thirty (30) days preceding the end of such Subscription Term. Unless Your Account and subscription to a Service is so terminated, Your subscription to a Service (including any and all Deployed Associated Services) will renew for a Subscription Term equivalent in length to the then expiring Subscription Term. Unless otherwise provided for in an Order Form, the Subscription Charges applicable to Your subscription to a Service for any such subsequent Subscription Term shall be Our standard Subscription Charges for the Service Plan and Deployed Associated Services to which You have subscribed or which You have deployed, as applicable, as of the time such subsequent Subscription Term commences.

6.2 No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then effective Subscription Term.

6.3 Except for Your termination under Section 6.5, if You terminate Your subscription to a Service or cancel Your Account prior to the end of Your then effective Subscription Term or We effect such termination or cancellation pursuant to Sections 2, 6.4 and 6.5, in addition to other amounts You may owe cuilassist, You must immediately pay any then unpaid Subscription Charges associated with the remainder of such Subscription Term. This amount will not be payable by You in the event You terminate Your subscription to a Service or cancel Your Account as a

result of a material breach of this Agreement by cuilassist, provided that You provide advance notice of such breach to cuilassist and afford cuilassist not less than thirty (30) days to reasonably cure such breach as provided for in Section 7.5 herein.

6.4 We reserve the right to modify, suspend or terminate the Services (or any part thereof), Your Account or Your and/or Agents' or End-Users' rights to access and use the Services, and remove, disable and discard any Service Data if We believe that You, Agents or End-Users have violated this Agreement. This includes the removal or disablement of Service Data in accordance with Our Copyright Infringement Notice and Takedown Policy. Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. We shall not be liable to You, Agents, End-Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Services. Any suspected fraudulent, abusive, or illegal activity by You, Agents or End-Users may be referred to law enforcement authorities at Our sole discretion.

6.5 A Party may terminate this Agreement for cause (a) upon thirty (30) days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If this Agreement is terminated by You in accordance with this section, We will, to the extent permitted by applicable law, refund You any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. If this Agreement is terminated by Us in accordance with this section, You will pay any unpaid fees covering the remainder of the Subscription Term pursuant to all applicable Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

6.6 Upon request by You made within thirty (30) days after the effective date of termination or expiration of this Agreement, We will make Service Data available to You for export or download as provided in the Documentation. After such 30-day period, We will have no obligation to maintain or provide any Service Data, and, as provided in the Documentation, will have the right to delete or destroy all copies of Service Data in Our systems or otherwise in Our possession or control, unless prohibited by law.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

7.1 Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2 We warrant that during an applicable Subscription Term (a) this Agreement and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data; and (b) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty above, Your exclusive remedies are those described in Section 6.5 herein.

7.3 EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 6.2, THE SITES AND THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

8. LIMITATION OF LIABILITY

8.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER LOSS OR DAMAGES INCURRED BY SUCH PARTY OR THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR CONSULTING SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, cuilassist'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ANY SUBSCRIPTION TO, OR USE OR EMPLOYMENT OF THE SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES FOR SUCH

SERVICES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 8.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU THE RIGHTS TO ACCESS AND USE THE SERVICES PROVIDED FOR IN THIS AGREEMENT.

8.3 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, cuilassist'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

8.4 Any claims or damages that You may have against cuilassist shall only be enforceable against cuilassist and not any other entity or its officers, directors, representatives or agents.

9. INDEMNIFICATION

9.1 We will indemnify and hold You harmless, from and against any claim against You by reason of Your use of a Service as permitted hereunder, brought by a third party alleging that such Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). We shall, at Our expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by cuilassist for such defense, provided that (a) You promptly notify cuilassist of the threat or notice of such IP Claim; (b) We will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim; and (c) You fully cooperate with cuilassist in connection therewith. If use of a Service by You, Agents or End-Users has become, or, in Our opinion, is likely to become, the subject of any such IP Claim, We may, at Our option and expense, (a) procure for You the right to continue using the Service(s) as set forth hereunder; (b) replace or modify a Service to make it non-infringing; or (c) if options (a) or (b) are not commercially reasonable or practicable as determined by cuilassist, terminate Your subscription to the Service(s) and repay You, on a pro-rata basis, any Subscription Charges previously paid to cuilassist for the corresponding unused portion of Your Subscription Term for such Service(s). We will have no liability or obligation under this Section 9.1 with respect to any IP Claim if such claim is caused in whole or in part by (i)

compliance with designs, data, instructions or specifications provided by You; (ii) modification of the Service(s) by anyone other than cuilassist; or (iii) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section 9.1 state the sole, exclusive and entire liability of cuilassist to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by You, Agents or End-Users.

9.2 You will indemnify and hold cuilassist harmless against any claim brought by a third party against cuilassist arising from or related to use of a Service by You, Agents or End-Users in breach of this Agreement or matters for which You have expressly agreed to be responsible pursuant to this Agreement; provided (a) We shall promptly notify You of the threat or notice of such claim; (b) You will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, You shall not settle or compromise any claim that results in liability or admission of any liability by Us without Our prior written consent); and (c) We fully cooperate with You in connection therewith.

10. ASSIGNMENT, ENTIRE AGREEMENT AND AMENDMENT

10.1 You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Your rights under this Agreement or delegate performance of Your duties under this Agreement without Our prior consent, which consent will not be unreasonably withheld. We may, without Your consent, assign Our agreement with You to any member of cuilassist or in connection with any merger or change of control of cuilassist or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

10.2 This Agreement, together with any Order Form(s) and Supplemental Term(s) constitute the entire agreement, and supersede any and all prior agreements between You and cuilassist with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any Entity which You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either Party with respect to the subject matter hereof. Notwithstanding the foregoing, additional terms may apply to certain features, functionality, or services as detailed in a Supplement hereto or that We offer as part of or distinct from the Services (the "Additional Terms"). In those instances, We will

notify You of such Additional Terms prior to the activation of these features, functionality, or services and the activation of these features, functionality, or services in Your Account will be considered acceptance of the Additional Terms. All such Additional Terms will be considered incorporated into this Agreement when You or any Agent authorized as an administrator in Your Account activate the feature, functionality, or service. Where there is a conflict between this Agreement and the Additional Terms, the Additional Terms will control.

10.3 We may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. We will notify You not less than ten (10) days prior to the effective date of any such amendment and Your continued use of the Services following the effective date of any such amendment may be relied upon by cuilassist as Your consent to any such amendment. Our failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

11. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.