**BluePallet SAAS License Agreement**

**This SAAS License Agreement** (the “Agreement”) is made between SimpleTrade, Inc., a Delaware corporation, dba BluePallet (“BluePallet”) and each party (“Customer”) that executes an Order Form for any of the Service (“Service” or “Services”) defined below. Between BluePallet and each Customer, theAgreement consists of these terms, each Order Form, including any exhibits, and each amendment of any of the foregoing. The “Effective Date” of this Agreement is the date indicated on the Order Form. By executing the Order Form, Customer agrees to all the terms set forth below. If Customer and BluePallet execute a subsequent agreement regarding commercial use of the Service(s), its terms will supersede the terms here to the extent of any conflict.

The parties agree as follows:

# DEFINITIONS.

## “Affiliate” means an entity controlling, controlled by or under common control with a party to this Agreement at any time during the term of this Agreement, for so long as such ownership and control exists, provided such entity is not a competitor to BluePallet or in the business of developing and offering products or technologies that are substantially similar to the Service.

## “Customer Data” means all data provided by Customer to BluePallet to enable the provision of the Service.

## “Order Form” means the BLUEPALLET SUBSCRIPTION SERVICES ORDER FORM for the Service(s) mentioned thereon and has been executed by BluePallet and Customer. Each executed Order Form is incorporated into this Agreement.

## “Personal Data” has the meaning provided in the General Data Protection Regulation 2016/679, and includes comparable terms and their definitions under other applicable laws.

## “Service” means the customer-facing services, implementation services, support, Software, services defined in Sections 1.7 – 1.10 and any other services provided by BluePallet to Customer pursuant to this Agreement.

## “Software” means the source code, object code, underlying structure, ideas, know-how and algorithms comprising the Service, documentation, and data related to the Service.

1.7 “Marketplace” – means marketplace features which includes access to create unlimited products, unlimited listings, unlimited SKUs, the ability to sell on the Marketplace, access the Wanted Board, and to matchmaking technology. It includes a 0% marketplace sell fee and NET 30 payment terms.

1.8 “Storefront” – means storefront features which includes access to all Marketplace features, 0% direct sell fee, and my network analytics. It also includes the ability to connect direct with buyers.

1.9 “Network” – means all network features which includes access to a company profile, a company directory, dynamic catalog, and ability to be discoverable by buyers.

1.10 “Pro” – means the pro plan which includes access to all Marketplace features, all Storefront features, and all Network features.

# SERVICE ORDERS.

## Service. BluePallet will provide to Customer the Service identified on each Order Form. Subject to the terms of this Agreement, BluePallet grants to Customer the right to access and use the Service in accordance with the terms identified on each Order Form. The Services and features of the same are limited to those named and described in Definitions Sections 1.7 – 1.10, above. Further, BluePallet expressly reserves to itself the right to change, delete, discontinue, or impose conditions on Services or any feature or aspect of a Service with or without notice to Customer. Additionally, BluePallet reserves the right to add, modify, or eliminate features, functionalities, and other aspects of the Services from time to time with or without notice to Customer.

## License Term. Customer’s Service subscription is for the time period specified in the Order Form, or if no such term is stated, then for one year, in either case subject to the provisions of this Agreement.

## Renewal. The subscription term will automatically renew for additional one year periods unless otherwise noted on the Order Form or unless either party notifies the other in writing at least thirty (30) days prior to expiration of the then-current term, so long as BluePallet makes the Service available. BluePallet will invoice Customer for each renewal period at least sixty (60) days prior to expiration of each subscription term.

## Orders by Affiliates. Customer’s Affiliates may subscribe to use the Service on execution of additional Order Forms referencing this Agreement. On execution of an Order Form by BluePallet and the Affiliate, the Affiliate will be bound by the provisions of this Agreement as if it were an original party hereto.

# USE OF SERVICE

## Use of Software Underlying Service. Customer will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover source code underlying the Service; (b) modify, translate, or create derivative works based on the Service or any Software (except to the extent expressly permitted by BluePallet in writing or authorized within the Service); (c) frame, mirror or use the Service or use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (d) remove any proprietary notices or labels from the Service.

## Appropriate Use of Service. Customer will not, and will not permit its users to:

### Post, upload, forward, or otherwise transmit any file or software code that contains, facilitates, or launches viruses, worms, trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service; or

### Attempt to access any other BluePallet systems that are not part of the Service.

### Use the Service to upload, post, process, distribute, link to, publish, reproduce, or transmit any of the following, including but not limited to:

#### Illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage or constitute an attack or “flaming” others, or criminal or civil liability under any local, state, federal or foreign law;

#### Content or data that would impersonate someone else or falsely represent an individual’s identity or qualifications, or that constitutes a breach of any individual’s privacy, including posting images about children or any third party without their consent (or a parent's consent in the case of a minor);

#### Any information, software or content Customer does not have the legal right to process or transmit.

## Account Security. Customer is responsible for managing passwords and account security for its users of the Service. Customer must notify BluePallet immediately on discovery or suspicion that an account has been compromised or is no longer secure.

## Personal Data Use; Spam Compliance.

### When using the Service, Customer is solely responsible for compliance with all laws, regulations, and rules that may be applicable in the jurisdictions from which, and to which, Customer may send communications using the Service, including without limitation the US CAN-SPAM Act of 2003 and Canada’s Anti-Spam Legislation, the EU-US Privacy Shield Principles, EU Directive 2002/58/EC (the ePrivacy Directive), the General Data Protection Regulation 2016/679 (together “European Data Privacy Law”), and comparable laws in other applicable jurisdictions.

### If Customer uploads Personal Data of residents of a country in the EEA or Switzerland, Customer will: (i) comply with European Data Privacy Law with respect to use, storage, transfer and other processing of such Personal Data, and (ii) notify BluePallet if it determines that it can no longer comply with its obligations under European Data Privacy Law with respect to such Personal Data. If BluePallet notifies Customer that an individual has opted-out of marketing communications from Customer, Customer must have a mechanism in place to effectuate that opt-out.

### Customer represents, warrants and covenants to BluePallet that it: (i) has the right to provide such Personal Data to BluePallet for the Service requested; (ii) has independently from BluePallet obtained email recipients’ express consent to receive marketing communications to the extent required by law, and (iii) will provide an opt out or unsubscribe mechanism in all communications sent through the Service, and will promptly comply with such requests.

## No Transfers. The Service and all licenses granted to Customer may not be transferred or redistributed to any third party.

## Compliance. Although BluePallet has no obligation to monitor Customer’s use of the Service, BluePallet may do so and may prohibit any use of the Service it believes may be in violation of the foregoing.

3.7 Privacy Policy. For information about BluePallet’s data practices, please review the Privacy Policy at http://www.bluepallet.io/privacy. By accessing or using the Services identified in the Order Form, Customer agrees that BluePallet can collect, use, and share Customer information pursuant to said Privacy Policy, as amended from time to time, which is incorporated into and made a part of this SAAS License Agreement. Should any provision contained within the aforementioned Privacy Policy conflict with any provision herein, the Privacy Policy shall control.

3.8 Platform Terms and Conditions. For information about the operation of the BluePallet platform, please review the Terms and Conditions at https://www.bluepallet.io/terms-conditions. By accessing or using the Services identified in the Order Form, Customer agrees to all provisions in the Terms and Conditions, as amended from time to time, which is incorporated into and made a part of this SAAS License Agreement. Should any provision contained within the aforementioned Terms and Conditions conflict with any provision herein, the Terms and Conditions shall control except as it relates to Section 2.3 concerning renewal.

# OWNERSHIP RIGHTS.

## What BluePallet Owns. The Service is the proprietary intellectual property of BluePallet and its licensors, protected by copyright and other intellectual property laws. Except for the rights granted herein, BluePallet and its licensors retain all right, title and interest, including all intellectual property rights, in the Service (and any derivative works of or improvements to any of the foregoing created by or for BluePallet) and the documentation. Even if the terms “purchase” and “sale” are used, Customer does not receive ownership rights in the Service and have only those use rights in this Agreement. BluePallet retains all rights not explicitly granted herein.

## What Customer Owns. Except as otherwise provided in BluePallet’s Privacy Policy, Customer retains all rights to Customer Data. BluePallet otherwise disclaims all ownership and other rights as to Customer Data, except any limited rights granted by Customer to provide the Service.

# INVOICING, PAYMENT AND RECORDS.

## Fees, Taxes and Payment. Customer will pay BluePallet in U.S. Dollars the fees in the amounts and at the times specified on the Order Form. Customer will make the first payment on the Effective Date and thereafter agrees to be automatically charged for subsequent payments according to the schedule on said Order Form (i.e., a monthly billing cycle will automatically charge the Customer the same day of the month in each subsequent month the amount owed for that month). The charge will be made against the payment method indicated in the first payment unless Customer notifies BluePallet that another payment method is to be used. Alternatively, if no payment is made on the Effective Date, all fees are due 30 days from the date of BluePallet’s invoice. All fees are non-cancelable and non-refundable. If payment is not received by the due date, BluePallet may suspend Customer’s access to Service until overdue amounts are paid in full. Customer is responsible for any sales, use, value added, excise, property, withholding or similar tax and any related tariffs, and similar charges, except taxes based on BluePallet’s net income. If Customer is required to pay any such taxes, Customer shall pay such taxes with no reduction or offset in the amounts payable to BluePallet hereunder. If an applicable tax authority requires BluePallet to pay any taxes that should have been payable by Customer, BluePallet will advise Customer in writing, and Customer will promptly reimburse BluePallet for the amounts paid.

(a) BluePallet reserves the right to increase fees by up to five percent (5%) upon renewal. Said increase may be applied to the total amount of the current fee for Services, excluding any prior discount or prorated amount.

(b) If the Customer fails to make payment by the agreed time, BluePallet shall be entitled to claim interest on any overdue amount up to 1.5% of the outstanding balance per month.

5.2 Tradepass and Authentication. TradePass is BluePallet’s risk management solution that verifies and authenticates each Customer on the BluePallet platform. Notwithstanding any provision herein to the contrary, should a Customer in good faith fail to complete the TradePass verification and authentication process within forty-five (45) days of the Effective Date of this Agreement (unless otherwise agreed to in writing), Customer shall be reimbursed all fees already paid, excluding any one-time fees, and any and all obligations related to BluePallet providing or Customer receiving Service(s) shall become null and void.

# CONFIDENTIALITY.

## Confidential Information. Subject to the limitations set forth in Section 6.2, all information disclosed by one party to the other party during the term of this Agreement that is identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, shall be deemed to be “Confidential Information”. The existence and terms of this Agreement are Confidential Information of both parties.

## Exceptions. Information will not be considered Confidential Information if the receiving party can establish by documentary evidence that the information is or was: publicly available through no act or omission of the receiving party; in the receiving party’s lawful possession prior to disclosure by the disclosing party and not obtained either directly or indirectly from the disclosing party; lawfully disclosed to the receiving party by a third party without restriction on disclosure; or independently developed by the receiving party without use of or access to the disclosing party’s Confidential Information.

## Nondisclosure. The parties agree, both during the term of this Agreement and for a period of five years (and with respect to Confidential Information that is: (a) a trade secret for an indefinite period, and (b) Personal Data for the period required by applicable law) after its termination, to hold each other’s Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees and service providers performing services for the benefit of the receiving party who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement. A receiving party facing legal action to disclose Confidential Information of the disclosing party shall, to the extent permitted, promptly notify and provide the disclosing party the opportunity to oppose such disclosure or obtain a protective order and shall continue to treat such information as Confidential Information. This Section 6.3 shall not be construed as granting or conferring any rights to either party by license or otherwise, expressly or implicitly, to any Confidential Information.

# SUPPORT SERVICES.

## Support. BluePallet will use reasonable efforts consistent with prevailing industry standards to maintain the Service in a manner which minimizes errors and interruptions in the Service and shall perform implementation and support services in a professional and workmanlike manner.

# LIMITED WARRANTIES AND EXCLUSIVE REMEDIES.

## Authority. Each of BluePallet and Customer represents and warrants that: it has the full right, power and authority to enter into and fully perform this Agreement; the person signing the Order Form on its behalf is a duly authorized representative of such party who has in fact been authorized to execute said Order Form and this Agreement; its entry herein does not violate any other agreement by which it is bound; and it is a legal entity in good standing in the jurisdiction of its formation and shall continuously remain in good standing during the term of this Agreement.

## Protection of Customer Data. BluePallet will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by BluePallet personnel except (a) to provide the Service and to prevent or address service or technical problems, (b) as Customer expressly permits in writing or (c) pursuant to BluePallet’s Privacy Policy.

## Warranty Exclusions. BluePallet is not obligated to correct errors caused: by unauthorized modification to the Service, if Customer uses the Service other than as described in the documentation, by non-BluePallet software or services, or by combining the Service with any other hardware or Service not authorized by BluePallet in writing.

## NO IMPLIED WARRANTIES. THE WARRANTIES ABOVE ARE THE EXCLUSIVE WARRANTIES REGARDING THE SERVICE AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES OF BLUEPALLET, WHETHER EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## DISCLAIMER. BLUEPALLET DOES NOT WARRANT THAT THE SERVICE WILL MEET CUSTOMER’S REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE FEATURES OR FUNCTIONALITIES OF THE SERVICE WILL BE AVAILABLE AT ANY TIME IN THE FUTURE OR THAT ALL ERRORS IN THE SERVICE OR DOCUMENTATION WILL BE CORRECTED. BLUEPALLET SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT CUSTOMER’S PROPOSED USE OF THE SERVICE COMPLIES WITH APPLICABLE LAWS IN CUSTOMER’S JURISDICTION(S).

# INFRINGEMENT INDEMNITY.

## Indemnification by BluePallet. BluePallet at its own expense will defend or settle any claims, actions and demands brought by anyone other than a Customer Related Party (as defined below) against Customer and its Related Parties (collectively, the “Claims”) where the third party expressly asserts that the Service: infringes such third party’s trademark or copyright arising under the laws of the United States, or BluePallet misappropriated such third party’s trade secrets in the development of the Service. “Related Parties” means Affiliates, successors, assigns, members, shareholders, officers, directors and agents of BluePallet or Customer, as applicable. If BluePallet believes the Service, or any part thereof, may be the subject of an infringement or a misappropriation claim as to which this Section 8.1 applies, then BluePallet may, in its discretion and at its sole expense: (1) procure for Customer the right to continue using such Service or any applicable part thereof, (2) modify or replace the Service so as to make it non-infringing, or (3) terminate this Agreement and refund to Customer any unused prepaid fees for periods following the termination date. This section 8.1 states BluePallet’s sole liability to, and Customer’s exclusive remedy for intellectual property infringement claims of any kind in connection with the Service.

## Indemnification by Customer. Customer at its own expense will defend, indemnify and hold BluePallet and its Related Parties harmless against any liabilities, damages, fines, judgments, settlements, costs or expenses (including reasonable attorney’s fees and disbursements) arising out of Claims made or brought by anyone other than a BluePallet Related Party alleging misappropriation, misuse or breach of applicable law related to Customer Data.

## Indemnification Procedure. Promptly after a party seeking indemnification obtains knowledge of the existence or commencement of a Claim, the party to be indemnified will notify the other party of the Claim in writing; provided however, that the indemnifying party’s indemnity obligations will be waived only if and to the extent that its ability to conduct the defense are materially prejudiced by this failure to give notice. The indemnifying party will assume the sole control of defense and settlement of the Claim with counsel reasonably satisfactory to the indemnified party at the indemnifying party’s risk and expense; provided, however, the indemnified party may join in the defense and settlement of the Claim and employ counsel at its own expense, and will reasonably cooperate with the indemnifying party in the defense and settlement of the Claim. The indemnifying party may not settle any Claim without the indemnified party’s written consent unless the settlement (x) includes a release of all covered claims pending against the indemnified party; (y) contains no admission of liability or wrongdoing by the indemnified party; and (z) imposes no obligations upon the indemnified party other than an obligation to stop using any infringing items. If both the indemnified party and the indemnifying party are named parties in any action relating to the Claim and the counsel chosen by the indemnifying party cannot represent both the indemnified party and indemnifying party due to any present or potential conflict in representing the interests of both of them, then the indemnifying party will retain separate counsel for the indemnified party.

## Indemnification Exclusions. BluePallet shall not have any indemnification obligation pursuant to this Agreement to the extent a claim is based on: use of any version of the Service other than the then-current, unaltered version, if infringement would have been avoided by use of a current, unaltered version thereof that has been made available to Customer; use of the Service in violation of this Agreement; modifications to the Service made by Customer; where Customer continues to use the Service after being notified of allegedly infringing activity or being informed of modifications that would have avoided the alleged infringement; or a third party service or Customer Data.

## ENTIRE LIABILITY. THIS SECTION STATES THE ENTIRE LIABILITY OF THE INDEMNIFYING PARTY, AND THE INDEMNIFIED PARTY’S EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM BY A THIRD PARTY DESCRIBED IN THIS SECTION.

# LIMITATION OF WARRANTIES AND LIABILITIES.

## NO INDIRECT DAMAGES. EXCEPT FOR CLAIMS BASED ON CUSTOMER’S MISAPPROPRIATION OF BLUEPALLET INTELLECTUAL PROPERTY AND CUSTOMER’S INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND SUPPLIERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF THIS AGREEMENT OR CUSTOMER’S USE OF OR INABILITY TO USE THE LICENSED TECHNOLOGY OR CUSTOMER MODIFICATIONS AND/OR CONFIDENTIAL INFORMATION, INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF REVENUE, DATA OR DATA USE, EVEN IF THE PARTY AND/OR ITS LICENSORS HAS/HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## LIMIT ON DIRECT DAMAGES. EXCEPT FOR CLAIMS BASED ON CUSTOMER’S MISAPPROPRIATION OF BLUEPALLET INTELLECTUAL PROPERTY AND CUSTOMER’S INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, THE AGGREGATE, CUMULATIVE LIABILITY OF EACH PARTY (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND SUPPLIERS) UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID OR PAYABLE BY CUSTOMER TO BLUEPALLET DURING THE SIX MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO ANY CLAIM, AND $100 WHERE CUSTOMER IS USING A TRIAL OF THE SERVICE. THE FOREGOING SHALL NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS.

## Allocation of Risk. The provisions of this Agreement fairly allocate the risks between BluePallet, on the one hand, and Customer on the other. Customer acknowledges and agrees that the pricing reflects this allocation of risk and the limitation of liability specified herein, and that BluePallet would not enter into this Agreement without such allocation and limitation.

# TERM AND TERMINATION.

## Term. This Agreement begins on the Effective Date and continues until terminated as provided below.

## Termination for Breach. Either party may terminate this Agreement (including all related Order Forms) if the other party: fails to cure any material breach of this Agreement within 30 days after written notice of such breach; ceases operation without a successor; or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

## Effect of Termination. Immediately on termination of this Agreement, Customer shall cease all use of the Service. Within ten business days following the termination date, Customer shall, at BluePallet’s option, return to BluePallet or destroy (and certify to BluePallet in writing as to such destruction) all copies of materials embodying or reflecting the Service, documentation and any other BluePallet Confidential Information. On termination or expiration of this Agreement or an Order Form other than termination by Customer for BluePallet’s breach, Customer will immediately pay BluePallet, as liquidated damages based on the varying levels of effort required over time to maintain Customer’s subscription, the remaining balance (if any) identified on the Order Form for the remainder of the subscription term.

## Survival. Sections 2.4 through 3.4, 3.7 through 3.8, and 5 through 12 of this Agreement shall survive any termination of this Agreement.

# U.S. GOVERNMENT RIGHTS.

This section is applicable only if Customer is a US government agency or a contractor to a US government agency. The Software and any related documentation contain commercial computer software and documentation which are proprietary data belonging solely to BluePallet and its licensors. Pursuant to DFARS 227.7202 or FAR 12.212, as applicable, the U.S. Government's right to use, reproduce or disclose the Software and any related documentation acquired under this Agreement is subject to the restrictions of this Agreement. The terms and conditions of this Agreement are fully applicable to the Government’s use and disclosure of the Software and any related documentation and shall supersede any conflicting terms or conditions. No license of any kind is granted in the case of acquisitions which contain or are subject to the clause FAR 52-227.19 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUNE 1987) or DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (OCT 1988) or any other clause which purports to grant to the government rights greater than, or additional to those, set forth in this Agreement.

# GENERAL.

## Integration; Severability. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof, including any NDAs or confidentiality agreements entered previously. If any provision of this Agreement is adjudicated invalid or unenforceable, the remaining provisions will remain in effect and the Agreement will be amended to the minimum extent necessary to achieve, to the maximum extent possible, the same legal and commercial effect originally intended by the parties.

## Assignment. This Agreement may not be assigned by either party without the other party’s prior written consent, whether by operation of law or otherwise, except that either party may assign this Agreement to its successor in the event of a merger, acquisition or sale of all or substantially all of the assets of such party. Any other purported assignment shall be void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

## Force Majeure. Neither party shall be liable to the other for its failure to perform its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed or rendered impracticable or impossible due to unforeseen circumstances beyond its reasonable control.

## Amendment; Counterparts. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. This Agreement may be executed electronically or by written signature and delivered in multiple versions, including facsimile, PDF, or other electronic counterparts, all of which will constitute one and the same instrument and agreement.

## Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, United States of America without regard to its conflict of laws provisions. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act. Any legal action relating to this Agreement will be brought in the federal or state courts in the Western District of Texas and Travis County, Texas, U.S.A., and the parties agree to the exercise of jurisdiction by such courts. In the event of any action, suit or proceeding related to this Agreement, the prevailing party, in addition to its rights and remedies otherwise available, shall be entitled to receive reimbursement of reasonable attorney’s fees and expenses and court costs.

## Notices. All notices must be in writing and sent to Customer at the address on the Order Form and to BluePallet at the address identified on its website. Either party may update its address as described in this paragraph. Notices will be deemed delivered when: (a) verified by written receipt if sent by personal courier, overnight courier, or postal mail; or (b) confirmed or replied to by the recipient if sent by email.

## No Agency Relationship. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between Customer and BluePallet.

## Customer Identification. Customer agrees that BluePallet may identify customer as a user of BluePallet products and may use Customer’s name and logo in BluePallet's customer list, press releases, blog posts, advertisements, and website, with Customer’s prior written consent in each instance. Customer further agrees to consider participating in co-marketing activities such as case studies and video testimonials, industry webinar and speaking engagements as may be invited by BluePallet, and press and industry analysts’ interviews.