

Thank you for choosing ZYNTAURI! This Agreement applies when:

(i) An individual signs up for Power BI service (as defined below) with an email address that has been provided by an organization by virtue of the individual's relationship with the organization; and

(ii) An individual becomes a qualified administrator by proving ownership of the internet domain name registration ("DNS") associated with the email address that you used to sign up for the service, as described in Section 2.

This is an agreement between you and ZYNTAURI Corporation (or based on where you live one of its affiliates) that describes your rights to use the ZYNTAURI Restaurant BI service. We refer to this service, together with any software that's made available as part of the service, and websites that link to this Agreement as the "Service." You may use the Service in accordance with these terms and conditions, for appropriate purposes in compliance with your organization's policies. For your convenience, we have phrased some of the terms of this Agreement in a question and answer format. You should read the entire agreement because all of the terms are important and create a legal agreement (the "Agreement") that, once accepted by you, applies to you.

### **Qualified Users**

**1.1** To be eligible to sign up for the Service, you must have a valid and current email address that is provided by an organization using its internet domain (your "Organization"). If there is a question about whether or not an individual is eligible, ZYNTAURI retains the right to determine eligibility in its sole discretion.

**THE SERVICE IS INTENDED FOR USE BY ORGANIZATIONS THAT SHARE THE SAME EMAIL DOMAIN. WHEN YOU USE AN EMAIL ADDRESS PROVIDED BY YOUR ORGANIZATION TO ACCESS THE SERVICE, YOUR ORGANIZATION, AS THE OWNER OF THE INTERNET DOMAIN ASSOCIATED WITH YOUR EMAIL ADDRESS, MAY: (I) CONTROL AND ADMINISTER THE SERVICE ACCOUNT AND (II) ACCESS AND PROCESS YOUR DATA, INCLUDING THE CONTENTS OF YOUR COMMUNICATIONS AND FILES.**

**1.2** You understand that you are responsible for conducting yourself in accordance with this Agreement and your Organization's policies.

**1.3** From time to time, you may be asked to confirm the validity of your Organization email account, and if your Organization email account is not confirmed as valid, your User Account will be removed and we may delete information or Customer Data associated with your User Account, or otherwise disassociate it from you. We are under no obligation to retain or return Customer Data to you after your account has been removed.

### **Qualified Administrators**

In this Section 2, "you" or "yours" refers to an Admin (as defined below). In all other Sections of this Agreement, unless expressly stated otherwise, "you" and "yours" refers to both Admins and individual users who are not Admins.

**2.1** To be eligible to be an administrator of the Service ("Admin"), you must verify that (i) you are authorized to act on behalf of the Organization that owns the internet DNS associated with the

email and (ii) you have administrative control over that internet DNS sufficient to manage the DNS records. If there is a question about whether or not you are eligible to be an Admin, ZYNTAURI retains the right to determine eligibility in its sole discretion. The Admin controls use of that domain in connection with all ZYNTAURI online services, not only the Service.

**2.2 Admin Assumption of Control:** If you qualify as an Admin, you will obtain control of all User Accounts associated with your Organization, including without limitation, domain management, and capability to terminate a user's access to the Service and/or delete a user's Customer Data.

You acknowledge that your users may have signed up for various Restaurant BI subscriptions, as individuals. Until your Organization replaces these individual subscriptions with subscriptions for your Organization, this Agreement will continue to govern (i) you as the Admin, and (ii) the users.

### **Scope of the Agreement, acceptance, and changes.**

**3.1 What is covered by this Agreement?** Individual Restaurant BI subscriptions covered by this Agreement are: Restaurant BI (free), Restaurant BI Pro and trial of Restaurant BI Pro.

**3.2 How do I accept this Agreement?** By using or accessing the Service, or by agreeing to these terms where the option is made available to you in the user interface, you agree to abide by this Agreement without modification by you. If you do not agree, you may not use the Service.

**3.3 Can ZYNTAURI change this Agreement after I have accepted it?** Yes. From time to time, ZYNTAURI may change or amend these terms. If we do, we will notify you, either through the user interface, in an email message, or through other reasonable means. If you use the Service after the date the change becomes effective, you consent to the changed terms. If you do not agree to the changes, you must stop using the Service. Otherwise, the new terms will apply to you.

**3.4 What types of changes to the Service can I expect?** We continuously work to improve the Service and may change them at any time. We may release the Service or their features in a pre-release version, which may not work correctly or in the same way the final version may work. From time to time we may stop providing portions of the Service. We may do so for example if it's no longer feasible for us to provide a service, the technology advances, customer feedback indicates a change is needed, our agreements with third parties no longer permit us to make their material available, or external issues arise that make it imprudent or impractical to continue.

### **Termination and cancellation**

**4.1 What happens if I do not abide by this Agreement, don't meet the qualifications, or ZYNTAURI suspects fraud?** If you violate this Agreement, don't meet the qualifications, or ZYNTAURI suspects fraud, there are a range of actions we may take including removing your

Customer Data from the Service, suspending or cancelling your access to the Service, and/or referring such activity to appropriate authorities. Customer Data that is deleted may be irretrievable.

**4.2 Are there other ways I could lose access to the Service?** Yes. (1) ZYNTAURI may stop offering the Service at any time for any reason, (2) ZYNTAURI may terminate your access at any time for any reason, (3) ZYNTAURI may stop providing portions of the Service, in accordance with Section 3.4 above, or (4) you become ineligible to receive the Service. Additionally, if your Admin has assumed control of your User Account, your Admin may modify or remove your access to the Service.

**4.3 How can I terminate my subscription to the Service?** You may terminate your subscription to the Service associated with your User Account at any time and for any reason, unless the owner of your Organization internet DNS has assumed control of your User Account. In such case, contact your Admin to terminate your subscription to the Service.

**4.4 What happens if my subscription to the Service is canceled or terminated?** If the subscription to the Service is canceled or terminated, your right to use the Service stops immediately and your license to use the software related to the Service ends. If your subscription to the Service is canceled or terminated, we will delete information or Customer Data or will otherwise disassociate it from you as set forth in Section 6.1(g). We are under no obligation to notify you or return Customer Data to you.

### **Software available through Service**

**5.1 What terms govern any software that is part of the Service?** Unless accompanied by a separate license agreement, any software provided by us to you as part of the Service is subject to the terms of this Agreement. The software is licensed, not sold, and ZYNTAURI reserves all rights to the software not expressly granted by ZYNTAURI, whether by implication, estoppel, or otherwise. Unless accompanied by a separate license agreement, under our license we grant you the right to install and run that one copy of the software for use of the Service on one device ("licensed device"), for use only by you, but only if you comply with all the terms of this Agreement. Only one person at a time may use the software on the licensed device. The components of the software are licensed as a single unit, and you may not separate or virtualize the components and install them on different devices. The software is not licensed for commercial hosting. Any third party scripts or code, linked to or referenced from Service, are licensed to you by the third parties that own such code, not by ZYNTAURI.

**5.2 Are there things I can't do with the Service or software?** Yes. In addition to the other restrictions in this Agreement, you may not circumvent or bypass any technological protection measures in or relating to the Service or software or disassemble, decompile, or reverse engineer any software that is included in or accessible through the Service, except and only to the extent that the applicable copyright law expressly permits doing so; separate components of the software or Service for use on different devices; publish, copy, rent, lease, or lend the software or the Service; or transfer the software, any software licenses, or any rights to access

or use the Service. You may not use the Service in any unauthorized way that could interfere with anyone else's use of them or gain access to any service, data, User Account, or network. You may not enable access to the Service by unauthorized third-party applications.

**5.3 How is the software updated?** We may automatically check your version of the software to verify that the software is properly licensed. Devices on which the software is installed may periodically provide information to enable ZYNTAURI to verify that the software is properly licensed. This information includes the software version, your User Account, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. You may only obtain updates or upgrades for the software from ZYNTAURI or authorized sources. By using the software, you consent to the transmission of the information described in this section. We may also automatically download updates to the software from time to time without any notice to you. You agree to accept such updates subject to these terms unless other terms accompany the updates. If so, those other terms apply. You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates. ZYNTAURI isn't obligated to make any updates available and doesn't guarantee that we will support the version of the system for which you licensed the software.

## **Privacy and Security Terms**

### **6.1 Customer Data**

**(a) What is Customer Data and who is responsible for my Customer Data that I provide though use of the Service?** "Customer Data" means all data, including all text, sound, video, or image files, and software, that are provided to ZYNTAURI by, or on behalf, of you through use of the Service. You are solely responsible for the content of all Customer Data. You will secure and maintain all rights in Customer Data necessary for us to provide the Service to you without violating the rights of any third party or otherwise obligating ZYNTAURI to you or to any third party. ZYNTAURI does not and will not assume any obligations with respect to Customer Data. The Service may enable you to communicate with others and share or store various types of files, such as photos and documents. Except for material that we license to you that may be incorporated into your Customer Data (such as images), we do not claim ownership of any of your Customer Data. Until such time as an Admin (acting on your Organization's behalf) has assumed control of your User Account, you are responsible for your Customer Data. Subject to your Organization's terms and policies, you may delete your own Customer Data from the Service, so long as you are still a user of the Service. If an Admin has assumed control of your User Account, please contact your Admin to understand your rights to your Customer Data.

**(c) Who can access my Customer Data?** You have initial control over who may access your Customer Data. However, if you share Customer Data in public areas of the Service, through features that permit public sharing of Customer Data, or in shared areas available to others, you agree that anyone with whom you have shared Customer Data may use, save, reproduce, distribute, display, and transmit that Customer Data freely. If you do not want others to have that ability, do not use the Service to share your Customer Data. You represent and warrant that for the duration of this Agreement that you have (and will have) all the rights necessary to the

Customer Data you upload or share on the Service and that the use of the Customer Data, as contemplated in this Section 6.1(b), won't violate any law or your Organization's terms and policies. If an Admin has assumed control of your User Account, the Admin controls your Customer Data and access to the Organization pursuant to Section 2.

**(d) What does ZYNTAURI do with my Customer Data?** Your Customer Data will be used only to provide you the Service, including purposes compatible with providing the Service. ZYNTAURI will not use Customer Data or derive information from it for any advertising or similar commercial purposes. ZYNTAURI uses and protects your Customer Data as outlined in the Privacy Statement linked here: <http://go.ZYNTAURI.com/fwlink/?LinkId=512132> (the "Privacy Statement").

**(e) Will ZYNTAURI disclose my Customer Data to third parties?** ZYNTAURI will not disclose Customer Data outside of ZYNTAURI or its controlled subsidiaries and affiliates except (1) as you direct, (2) with permission of a user, (3) as described in this agreement, or (4) as required by law. If an Admin has assumed control of your User Account, the Admin is authoritative for purposes of managing your Organization's responses to third party requests, and your Admin may access and disclose to a third party any of your Customer Data in his/her discretion. ZYNTAURI will attempt to redirect third party requests to the Admin where one exists. ZYNTAURI will not disclose Customer Data to law enforcement unless required by law. Should law enforcement contact ZYNTAURI with a demand for Customer Data, ZYNTAURI will attempt to redirect the law enforcement agency to request that data directly from you. If compelled to disclose Customer Data to law enforcement, then ZYNTAURI will promptly notify you and provide a copy of the demand unless legally prohibited from doing so. Upon receipt of any other third party request for Customer Data (such as requests from your Organization), ZYNTAURI will promptly notify you unless prohibited by law. If ZYNTAURI is not required by law to disclose the Customer Data, ZYNTAURI will reject the request. If the request is valid and ZYNTAURI could be compelled to disclose the requested information, ZYNTAURI will attempt to redirect the third party to request the Customer Data from you. Except as you direct, ZYNTAURI will not provide any third party: (1) direct, indirect, blanket or unfettered access to Customer Data; (2) the platform encryption keys used to secure Customer Data or the ability to break such encryption; or (3) any kind of access to Customer Data if ZYNTAURI is aware that such data is used for purposes other than those stated in the request. In support of the above, ZYNTAURI may provide your basic contact information to the third party. ZYNTAURI may hire subcontractors to provide services on its behalf. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services ZYNTAURI has retained them to provide and will be prohibited from using Customer Data for any other purpose. ZYNTAURI remains responsible for its subcontractors' compliance with ZYNTAURI's obligations herein. Customer has previously consented to ZYNTAURI's transfer of Customer Data to subcontractors as described herein.

**(f) What type of Customer Data or actions are not permitted?** In order to protect our customers and the Service, we have established this Code of Conduct governing the use of the Service. Actions that violate this Agreement are not permitted.

- i. Do not use the Service to do anything illegal.
- ii. Do not engage in any activity that exploits, harms, or threatens to harm children.
- iii. Do not send spam or use your Account to help others send spam. Spam is unsolicited bulk email, postings or instant messages.
- iv. Do not publicly display inappropriate images (e.g. nudity, bestiality, pornography).
- v. Do not engage in activity that is false or misleading (e.g. attempts to ask for money under false pretenses, impersonating someone else).
- vi. Do not engage in activity that is harmful to the Service or others (e.g. viruses, stalking, hate speech, advocating violence against others).
- vii. Do not infringe upon the rights of others (e.g. unauthorized sharing of copyrighted music, resale or other distribution of images and other Customer Data).
- viii. Do not engage in activity that violates the privacy or other rights of others.

In many cases ZYNTAURI is alerted to violations of the Code of Conduct through customer complaints, but we may also deploy automated technologies to detect child pornography or abusive behavior that might harm the system, our customers or others. When investigating these matters, ZYNTAURI or its agents may review Customer Data in order to resolve the issue. This is in addition to the uses we describe elsewhere in this Agreement and the Privacy Statement.

**(g) Can ZYNTAURI remove my Customer Data from the Service?** Yes. ZYNTAURI may remove, limit distribution of, or disable access to your Customer Data if we determine it's in violation of this Agreement, we receive a complaint from another user, we receive a notice of intellectual property infringement, or other legal instruction for removal. We may also block delivery of a communication (like email or instant message, if offered) to or from the Service as part of our effort to protect the Service or our customers, or otherwise enforce the terms of this Agreement.

**(h) How long will ZYNTAURI Retain my Customer Data?** Except for free trials, ZYNTAURI will retain Customer Data stored in the Service in a limited function account for 90 days after we receive your request for the termination of your Service so that you may extract the Customer Data. After the 90-day retention period ends, ZYNTAURI will disable your account.

## **6.2 Privacy**

Your privacy is important to us. We describe how we use and protect your Customer Data and any information we collect from you in the Privacy Statement, which is important so please read it carefully. This Agreement incorporates the Privacy Statement by reference.

## **6.3 Security**

ZYNTAURI is committed to helping protect the security of users' information. ZYNTAURI has implemented and will maintain and follow appropriate technical and organizational measures intended to protect Customer Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

#### **6.4 Location of Data Processing**

Customer Data that ZYNTAURI processes on your behalf may be transferred to, and stored and processed in, the United States or any other country in which ZYNTAURI or its affiliates or subcontractors maintain facilities. You appoint ZYNTAURI to perform any such transfer of Customer Data to any such country and to store and process Customer Data in order to provide the Service. ZYNTAURI abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

#### **6.5 Preview Releases**

ZYNTAURI may offer preview, beta or other pre-release features and services ("Previews"). Previews may employ lesser or different privacy and security measures than those typically present in the Service.

#### **6.6 How to Contact ZYNTAURI**

If you believe that ZYNTAURI is not adhering to its privacy or security commitments, you may contact customer support or use ZYNTAURI's Privacy email to [zyntauri@163.com](mailto:zyntauri@163.com)

#### **6.7 Services disruptions and backup**

We strive to keep the Service up and running; however, all online services suffer occasional disruptions and outages, and ZYNTAURI isn't liable for any disruption or loss you may suffer as a result. You should regularly backup the Customer Data that you store on the Service. Having a regular backup plan and following it can help you prevent loss of your Customer Data. We make an effort to provide detailed service status for the Service at

### **GENERAL TERMS**

#### **7.1 BINDING ARBITRATION AND CLASS ACTION WAIVER IF YOU LIVE IN THE UNITED STATES**

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury**. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes ZYNTAURI and ZYNTAURI's affiliates.

**(a) Disputes Covered—Everything Except IP.** The term “dispute” is as broad as it can be. It includes any claim or controversy between you and us concerning the Service, the software related to the Service, the Service’s or software’s price, your ZYNTAURI account, your Skype account, or these Terms, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors’, our, or our licensors’ intellectual property rights.**

**(c) Small Claims Court Option.** Instead of mailing a Notice of Dispute, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or King County, Washington, U.S.A. if you meet the court’s requirements. We hope you’ll mail a Notice of Dispute and give us 60 days to try to work it out, but you don’t have to before going to small claims court.

**(d) Arbitration Procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the Services for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the Services, its Consumer Arbitration Rules). For more information, see [www.adr.org](http://www.adr.org) or call 1-800-778-7879.

**(e) Arbitration Fees and Payments.**

- i. **Disputes Involving \$75,000 or Less.** We will promptly reimburse your filing fees and pay the AAA’s and arbitrator’s fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator’s decision (called an “award”), and the arbitrator awards you more than this last written offer, we will: (i) pay the greater of the award or \$1,000; (ii) pay your reasonable attorney’s fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and we agree on them.
- ii. **Disputes Involving More than \$75,000.** The AAA rules will govern payment of filing fees and the AAA’s and arbitrator’s fees and expenses.
- iii. **Disputes Involving Any Amount.** If you start an arbitration, we won’t seek our AAA or arbitrator’s fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration, we will pay all filing, AAA, and arbitrator’s fees and expenses. We won’t seek our attorney’s fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

**(f) Conflict with AAA Rules.** These Terms govern to the extent they conflict with the AAA’s Commercial Arbitration Rules or Consumer Arbitration Rules.

**(g) Must File Within One Year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes—see section 7.1(a)) within one year from when it first could be filed. Otherwise, it’s permanently barred.



**(h) Rejecting Future Arbitration Changes.** You may reject any change we make to section 15 (except address changes) by sending us notice within 30 days of the change by U.S. Mail to the address in section 7.1(b) If you do, the most recent version of section 7.1 before the change you rejected will apply.

**(i) Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of section 7.1 is found to be illegal or unenforceable, that provision will be severed but the rest of section 7.1 still applies.

**(j) Government Employees.** ZYNTAURI waives any and all entitlement to compensation from your Organization for the Service provided pursuant to this Agreement. ZYNTAURI intends that the Service terms be in compliance with applicable laws and regulations with respect to gratuitous services. It is specifically understood that the Service and Services deliverables provided are for the sole benefit and use of your Organization and are not provided for personal use or benefit of any individual government employee.

## **7.2 NO WARRANTIES**

**ZYNTAURI, AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICE. YOU UNDERSTAND THAT USE OF THE SERVICE IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICE ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." ZYNTAURI DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE.**

**YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CUSTOMER DATA LOSS WON'T OCCUR.**

## **7.3 Limitation of Liability**

If ZYNTAURI breaches this Agreement, you agree that your exclusive remedy is to recover, from ZYNTAURI or any affiliates, resellers, distributors, and vendors, direct damages up to USD\$1.00. **YOU CAN'T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES.** These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything related to this Agreement such as loss of Customer Data; any virus affecting your use of the Service; delays or failures in starting or completing transmissions or transactions; claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, misrepresentation, omission, trespass, or

other tort; violation of statute or regulation; or unjust enrichment. **Some or all of these limitations or exclusions may not apply to you if your state, province, or country doesn't allow the exclusion or limitation of incidental, consequential, or other damages.**

#### **7.5 Third-party websites, non-ZYNTAURI products and third-party software components.**

- a. **Third-Party websites.** You may be able to access third-party websites or services via the Service. ZYNTAURI isn't responsible for third-party websites, services, or material available through those third-party services. You are solely responsible for your dealings with third parties (including advertisers). Your use of third-party websites or services may be subject to that third party's terms and conditions.
- b. **Non-ZYNTAURI Products.** ZYNTAURI may make Non-ZYNTAURI products available via the Service. If Customer installs or uses any Non-ZYNTAURI Product with the Service, you may not do so in any way that would subject ZYNTAURI's intellectual property or technology to obligations beyond those expressly included in this Agreement. ZYNTAURI assumes no responsibility or liability whatsoever for the Non-ZYNTAURI Product. You are solely responsible for any Non-ZYNTAURI Product that you install or use with the Service.
- c. **Third-party Software Components.** Software available through use of the Service may contain third party software components. Unless otherwise disclosed in that software, ZYNTAURI, not the third party, licenses these components to you under ZYNTAURI's license terms and notices.

#### **7.6 Digital Rights Management**

If you access material protected with digital rights management (DRM), the DRM software may automatically request media usage rights from a rights server online and download and install DRM updates so that you can play the material.

#### **7.8 Survival**

This section and Sections 6.2, 7.1 through 7.4, 7.10 and 7.11, and those that by their terms apply after it ends, will survive any termination or cancellation of this Agreement.

#### **7.9 Assignment and transfer**

We may assign this Agreement, in whole or in part, at any time without notice to you. You may not assign this Agreement or transfer any rights to use the Service.

#### **7.10 Notices**

You consent to ZYNTAURI providing you notifications about the Service or information the law requires us to provide via email to the address that you specified when you signed up for the Service. Notices emailed to you will be deemed given and received when the email is sent. If you do not consent to receive notices electronically, you must stop using the Service. You may notify ZYNTAURI as stated in customer support for the Service.

#### **7.11 Contract interpretation**

This is the entire Agreement between you and ZYNTAURI for your use of the Service. It supersedes any prior agreements between you and ZYNTAURI regarding your use of the Service. All parts of this Agreement apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we can't enforce a part of this Agreement as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the

rest of this Agreement won't change. Section 7.1(i) says what happens if parts of section 7.1 (arbitration and class action waiver) are found to be illegal or unenforceable. Section 7.1(i) prevails over this section if inconsistent with it.

**7.12 No third-party beneficiaries**

This Agreement is solely for your and our benefit. It isn't for the benefit of any other person, except for ZYNTAURI's successors and assigns.