CipherMode End User License Agreement

Last Updated: 3 May 2022

This End User License Agreement ("EULA" or "Agreement") governs your use of CipherMode Labs Inc.'s ("CipherMode") products, services, and offerings (the "Services"), including those made available through CipherMode's websites or networks (collectively the "Website" or "Websites").

As a user of the Services you ("Customer", "You" or "you") agree to the following terms and conditions, including any Additional Terms as defined below, which shall be deemed a valid and binding agreement between you and CipherMode (collectively the "Parties"). By accepting this Agreement or accessing or using the Services in any way, you agree to be bound by the Agreement. If you do not agree to the terms of this Agreement, you may not access or use the Services. If you are agreeing to this Agreement on behalf of a company or other entity, you represent that you have the authority to do so, and that such entity agrees to, and is hereby bound by the terms and conditions of this Agreement, and in such a case the term "Customer" and "you" shall mean the entity, its affiliates, parents, and subsidiaries. This Agreement is effective upon Customer consenting to this Agreement as evidenced by accepting these terms online, signing this Agreement (either electronically or otherwise), or accessing or using the Services (the "Effective Date") in any way.

1.   Additional Terms. The Services may have additional or different terms and conditions that apply to Customer's access or use of the Services (hereinafter "Additional Terms"). Additional Terms include those incorporated by reference in this Agreement or which incorporate this Agreement by reference, and include applicable Documentation. All Additional Terms are hereby incorporated in their entirety into this Agreement. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and such Additional Terms, the Additional Terms shall control with respect to the subject matter and the particular service or offering to which such Additional Terms apply. The use of CipherMode's Website is governed by CipherMode's Website Terms of Use, which are incorporated herein by this reference.

2.   The Services. The term Services includes all authorized products and services from CipherMode, including but not limited to CipherMode's offerings relating to data analytics, related services, and other offerings and applications. Services includes all "CipherMode Materials", which means all materials related to the Services, including but not limited to all CipherMode Application Programming Interfaces ("APIs"), interfaces, frameworks, algorithms, tools, utilities, methodologies, software, templates, Documentation and other materials, information and processes related to the Services, before, on, or after the Effective Date, and all modifications and derivative works thereof. "Documentation" means CipherMode product and services technical documentation, specifications, and other information, including information provided upon request of Customer, and whether available online or otherwise. Documentation may include instructions for use, customer obligations related to the use of Services, instructional materials, and information about fees and pricing for CipherMode products, services, professional services, maintenance and support programs, and other documentation, all of which may be updated by CipherMode from time to time. CipherMode reserves the right to modify and update its Documentation at any time without notice.

3.   Limited Licenses and Retention of Rights.

3.1   Limited License for Customer to Use the Services. Subject to the terms and conditions of this Agreement, including but not limited to the payment of applicable Fees, and compliance with Section 3.3 (Limitations of Use), CipherMode grants Customer a limited, non-exclusive, non-transferable, personal, license, during the Term: (a) to use the CipherMode Materials for the sole purpose of accessing and receiving the benefits of the Services for Customer's internal business purposes, and; (b) to sublicense the right to use the Services to its Authorized Users. "Authorized Users" means Customer's authorized customers with whom it has entered into a binding written agreement, which contains terms and conditions at least as protective of CipherMode's Confidential Information as in this Agreement. Any actions undertaken by any such Authorized User in relation to Customer's or Authorized User's use of the Services and/or arising out of this Agreement shall be deemed to have been taken by Customer, and

Customer shall be responsible to CipherMode for all such actions (or any inactions) or non-compliance with or breach of this Agreement.

3.2   CipherMode's Retention of Rights. Customer acknowledges that as between Customer, Authorized users, and CipherMode, CipherMode owns all rights title and interests in and to the Services, including all Intellectual Property therein. Except as expressly granted in Section 3.1 (Limited License for Customer to Use the Services), nothing in this Agreement or otherwise confers any license to Customer, Authorized users, or any other party, to any CipherMode Intellectual Property, by implication, estoppel, or otherwise. "Intellectual Property" means patents, copyrights, trade secrets, trademarks (including trade names, logos and service marks (collectively the "Marks")) and know-how, in each case whether registered or unregistered, and including any application(s) for or registrations for any of them, and the equivalent on a world-wide basis, and in each case all rights related thereto. Customer may not use CipherMode's Marks without written approval from CipherMode.

3.3   Limitations on Use.   Unless explicitly authorized by this Agreement, Customer shall not: (a) copy, modify, or make derivative works of the Services; (b) sublicense, lease, sell, rent, use or otherwise transfer or make available the Services to any third party; (c) reverse engineer, decompile, disassemble, or attempt to derive the source code or equivalent of Services; (d) create a derivative work of, or a functionally similar competing product to, the Services; (e) use software except as specifically allowed under this Agreement, or; (f) remove, alter, cover, or distort any copyright, patent or other attribution on or in any of the Services.

3.4   Protection of Customer Data. CipherMode respects the privacy of Customer and Customer Data, and will use Customer Data only as necessary to provide the Services. In order to provide Customer with the Services, Customer grant's CipherMode a non-exclusive, worldwide, fully paid-up, royalty-free, right and license to use Customer Content and Customer Data, including for the purpose of allowing CipherMode to provide Services, and the right to monitor, review, troubleshoot, improve, and perform the Services

3.5   Customer's Retention of Rights. Except as expressly granted in this Agreement, Customer retains all right, title, and interests in and to Customer Data, including all Intellectual Property related thereto.

"Customer Data" means all information and materials provided by Customer or a third party in relation to Customer's use of the Services, whether in electronic form or otherwise, including but not limited to Customer Content and data used by Customer or an Authorized user in conjunction with the Services. "Content" means any tangible materials used with the Services, including copyrightable materials, documents, photos, or other information.

4.   Customer Obligations.

4.1   Shared Responsibilities.   Customer is responsible for complying with certain Shared Responsibilities related to the use and operation of CipherMode offerings. Additional information regarding Shared Responsibilities is available in the Documentation.

4.2   Appropriate Staffing.   Customer is responsible for identifying and utilizing adequately trained personnel capable of using the Services, including adequate training necessary to operate the Services properly on Customer's behalf.

4.3   Minimum Technical Environment. Customer is obligated to provide and maintain, at its own cost and expense, the minimum required technology, systems, and dependencies necessary to use and access the Services, including all hardware, software, operating systems, network connectivity, required licenses for third party dependencies, and other technologies required to install, access, and utilize the Services.

5.   Registration, Security and Password Management. Where the Services require Customer to open an account, Customer must complete the registration process by providing CipherMode with current, complete and accurate information as required by the applicable registration process. Customer must register each of its users through the online registration process or other process established by CipherMode, such processes may be modified at CipherMode's sole discretion. Access to and use of password protected or secure areas of the Website are restricted to Customer's authorized and registered users only, and Customer is responsible for its user's compliance with the Agreement. Customer and each user may also be required to choose a password and a user name. Customer and/or each user agrees not to share Customer's password(s), account information, or access to the services with any other person. Customer is responsible for maintaining the confidentiality of passwords and account information,

and Customer is responsible for all activities that occur through the use of Customer's accounts or as a result of Customer's access to the Services. Customer shall notify CipherMode immediately of any unauthorized use of Customer's passwords or accounts.

6. Order Forms. Customer may purchase specific Services from CipherMode by entering into one or more mutually agreed upon purchase schedules, purchase orders, or order forms (whether online or electronic) that set forth the specific Services being procured by Customer under this Agreement (each, an "Order Form"). Order Forms are considered "mutually agreed upon" either (a) when executed by both parties in writing, (b) when Customer affirms its electronic acceptance to an Order Form (e.g., through an CipherMode electronic sign-up process), or (c) when Customer accesses or uses the applicable Services. Customer and CipherMode acknowledge and agree that each Order Form will be governed by and incorporated by reference into this Agreement.

7. Fees, Payments and Taxes.

7.1 Applicable Fees. Use of CipherMode's Services is conditioned upon the payment of any applicable fees. Information about CipherMode's fees for applicable Services are available in applicable Documentation, including as available from CipherMode on its Website or an Order Form.

7.2 Payments and Taxes. Fees are due and payable within thirty (30) days from the date the invoice is sent by CipherMode. Overdue fees are subject to late fees equal to the greater of 2% per month, or the maximum rate allowable by applicable law if the maximum amount allowed is lower. CipherMode's listed Fees do not include sales taxes which if applicable are payable by Customer. Each party is responsible for the payment of its own respective taxes, including but not limited to all federal, state, local or other taxes. CipherMode's obligation to provide the Services hereunder is conditioned upon compliance with these payment terms.

8. Privacy. CipherMode respects your privacy and has developed a policy to address privacy concerns. For more information about how CipherMode uses your data and information please see CipherMode's Privacy Policy, which is incorporated in its entirety into this Agreement.

9. Confidential Information. Customer may receive or be exposed to certain information, materials, and data related to CipherMode or its Services that CipherMode has designated as or that a reasonable party under the circumstances would consider confidential or proprietary ("Confidential Information"). Confidential Information includes without limitation, the Services, CipherMode's Content, software, databases, CipherMode APIs, Documentation, and other data belonging to CipherMode or its licensors or customers, and all CipherMode Intellectual Property related thereto. Customer shall not disclose CipherMode Confidential Information to any third party or use Confidential Information in a manner that is not explicitly authorized herein. Customer shall protect CipherMode Confidential Information in a manner at least as protective as Customer's own confidential information, but in no case with less than commercially reasonable care, and shall prevent any unauthorized use or disclosure of Confidential Information, including by Customer or any third party. Customer acknowledge that any unauthorized use or disclosure of CipherMode Confidential Information will cause CipherMode irreparable harm and injury for which there are inadequate remedies at law, and that notwithstanding any other provision of this agreement, CipherMode shall be entitled to equitable relief for unauthorized use or disclosure of its Confidential Information, without the need to post bond or prove actual damages, in addition to all other remedies available to it.

10. Term and Termination.

10.1 Term. This Agreement shall continue from the Effective Date until terminated in accordance with this Section 10.

10.2 Termination for Breach. Material breach by either party (the "Breaching Party") of the Agreement shall entitle the other party (the "Non-breaching Party") to give notice of breach to the Breaching Party specifying the nature of the breach and requiring the Breaching Party to cure such breach within thirty (30) days of receipt of such notice. If such breach is not cured within such time period, the Agreement shall terminate at the end of such time period. Termination for any reason shall not affect outstanding Fees owed to CipherMode. CipherMode may terminate this Agreement immediately upon notice to Customer in the event CipherMode, at its sole discretion, determines that: a) the Services are being used in a manner not explicitly authorized in this Agreement; b) Customer has breached the Limitations of Use (Section 3.3); c) Customer has breached its obligations of confidentiality; d) Customer has

breached any of its warranties under this Agreement; e) the breach is of such a nature that it is not curable, or is likely to reoccur; f) Customer is more than 30 days overdue in the payment of any applicable fees, or g) if in CipherMode's sole and exclusive determination such termination is deemed by CipherMode to: (i) be appropriate to comply with or to reduce the risk of non-compliance with Regulations; (ii) be appropriate to protect CipherMode's or its licensor's Intellectual Property or reputation, or; (iii) be appropriate to protect its rights, or the rights of its other customers or users, or the integrity or security of the Services. Notwithstanding anything to the contrary in this Agreement, CipherMode may terminate this Agreement for any or no reason upon forty (40) days' notice to Customer.

10.3   Upon termination of this Agreement for any reason, Customer shall immediately discontinue use of the Services and return or destroy all CipherMode Confidential Information.

10.4   Survival. The following Sections shall survive termination or expiration of this Agreement: 1 (Additional Terms), 2 (The Services), 3.2 (CipherMode's Retention of Rights), 3.3 (Limitations of Use), 3.4 (License for CipherMode to use Customer Data), 3.5 (Customer Retention of Rights), 7 (Fees, Payments, and Taxes), 8 (Privacy), 9 (Confidential Information); 10 (Term and Termination), and Sections 12 through 20.

11.   Updates to the Services or Terms. CipherMode may in its sole discretion modify, discontinue or limit access to the Services, including but not limited to any areas of the Website or access to Content provided on or through the Services without notice. CipherMode reserves the right to modify the Terms at any time at its sole discretion without notice. Customer's continued use of the Services following any change in the Terms indicates Customer's assent to the then current Terms. CipherMode may terminate Customer's right to use the Services without notice in the event Customer fails to comply with the Terms, including without limitation the Limitations of Use and Acceptable Use Policy.

12.   Warranties.   Customer warrants that: (a) Customer has the authority to agree to the Terms on its behalf or on behalf of the entity if customer is an entity; (b) Customer will comply with all applicable laws and Regulations; (c) Customer will comply with the terms of this Agreement; (d) Customer Data and the use of Customer Data in or with the Services shall not infringe the Intellectual Property of any party; (e) Customer has the right and authority to grant to

CipherMode all of the licenses and rights set forth in this Agreement, and (g) Customer shall comply with all Shared Obligations in the use of applicable Services. "Regulations" means all applicable laws and regulations applicable to Customer and its Authorized User's use of the Services. In the United States, Regulations includes but is not limited to the Privacy and Security Regulations promulgated by the United States Department of Health and Human Services ("HHS") at 45 CFR Parts 160, 162 and 164 that were issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended, and the rules and regulations promulgated thereunder ("HIPAA") and pursuant to the provisions of the Health Information Technology for Economic and Clinical Health Act of 2009, as amended, and the rules and regulations promulgated thereunder ("HITECH") and similar laws, rules and regulations that may be promulgated by HHS.

13.   Indemnity.   Customer agrees to indemnify and hold harmless CipherMode, its officers, directors, employees, attorneys and agents from and against any and all claims, demands, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, due to or arising out of: (a) Customer Data or the use of Customer's Data used in or with the Services; (b) a breach of the terms of this Agreement, including any of Customer's warranties therein; (c) a claim that Customer Data or the use of Customer Data with the Services infringe another's Intellectual Property; (d) a claim that the use of any Customer provided technology or third party technology with the Services infringes the Intellectual Property of a third party, or; (e) a claim from any customer or end user of Customer, including Authorized Users.

14.   Disclaimers

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, THE SERVICES, ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. CIPHERMODE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHATSOEVER, WHETHER EXPRESS OR IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CIPHERMODE MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES THAT: (A) THE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR PROVIDED OR AVAILABLE ON AN ERROR-FREE

BASIS; (B) ANY RESULTS OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (C) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS; OR (D) THE QUALITY OF ANY SERVICES PURCHASED OR ACCESSED BY CUSTOMER ON OR THROUGH THE SERVICES WILL MEET CUSTOMER'S EXPECTATIONS. ANY CONTENT ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED ON OR THROUGH THE USE OF THE WEBSITE IS USED AT CUSTOMER'S OWN DISCRETION AND RISK. CUSTOMER IS RESPONSIBLE FOR BACKING UP CUSTOMER'S OWN DATA AND CONTENT, INCLUDING ANY THIRD PARTY DATA OR CONTENT RELATED TO CUSTOMER'S USE OF THE SERVICES AND CIPHERMODE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE OR LOSS TO ANY SUCH DATA OR CONTENT OR DAMAGE OR LOSS TO CUSTOMER'S COMPUTER SYSTEMS OR LOSS OF DATA, INCLUDING BUT NOT LIMITED TO A LOSS THAT RESULTS FROM THE DOWNLOAD, USE OR UNAVAILABILITY OF THE SERVICES. CIPHERMODE RESERVES THE RIGHT TO DISCONTINUE AND/OR MAKE CHANGES TO, UPDATE AND MONITOR THE USE OF THE SERVICES WITHOUT NOTICE. IN NO EVENT SHALL CIPHERMODE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, USE OF DATA, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM THIS AGREEMENT OR CUSTOMER'S ACCESS TO, USE OF, LACK OF ACCESS TO, OR TERMINATION OF, THE SERVICES.

NO MEDICAL ADVICE. ALTHOUGH SOME CONTENT AVAILABLE THROUGH THE SERVICES MAY BE CLINICAL OR RELATED TO MEDICAL TREATMENT, CUSTOMER ACKNOWLEDGES THAT THE AVAILABILITY OF SUCH CONTENT DOES NOT CONSTITUTE AN OPINION, MEDICAL ADVICE, DIAGNOSIS, PROCEDURE OR TREATMENT OF ANY PARTICULAR CONDITION, AND IS PROVIDED FOR INFORMATIONAL OR EDUCATIONAL PURPOSES ONLY. CONTENT IS PROVIDED ON AN AS-IS BASIS, AND CUSTOMER'S USE OF ANY CONTENT IS AT CUSTOMER'S OWN RISK. DIAGNOSES AND TREATMENT DECISIONS ARE THE RESPONSIBILITY OF THE APPROPRIATE HEALTH CARE PROFESSIONAL.

15.   Limitation of Liability

THE MAXIMUM TOTAL CUMULATIVE LIABILITY OF CIPHERMODE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED (A) THE FEES PAID BY CUSTOMER TO CIPHERMODE DURING THE SIX (6) MONTHS PRECEDING THE CAUSE GIVING RISE TO SUCH LIABILITY. THE PARTIES AGREE THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF AN EXCLUSIVE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE FEES AND/OR PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON SUCH TERMS AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

16.   Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT ANY SUCH DISCLAIMERS OR EXCLUSIONS IN THESE TERMS ARE HELD TO BE LEGALLY INVALID, ANY SUCH DISCLAIMER, EXCLUSION OR LIMITATION SET FORTH IN THESE TERMS OF SERVICE, INCLUDING THOSE SET FORTH IN THIS OR THE PRECEDING SECTION SHALL NOT APPLY, HOWEVER THE PARTIES AGREE THAT ALL OTHER REMAINING TERMS OF SUCH SECTION OR THE TERMS SHALL REMAIN IN FULL FORCE AND EFFECT TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW.

17.   Third Party Websites, Content, Products and Services

The Services may provide links to Websites and access to Content, products, and services of third parties ("Third Party Content"), including users, advertisers, affiliates and sponsors of the Services. CipherMode is not responsible for Third Party Content provided on or through the Services or for any changes or updates to same. THIRD PARTY CONTENT IS OFFERED AS-IS, WITH NO WARRANTIES, AND CUSTOMER BEAR ALL RISKS ASSOCIATED WITH THE ACCESS TO, AND USE OF, SUCH THIRD PARTY CONTENT.

18.   Acceptable Use Policy.

In order to preserve the quality and security of the Services, and out of respect for other users, Customer agrees not to: (a) access or use the Website or Services in any manner that could damage, disable, overburden, or impair any CipherMode accounts, Services, computer systems, networks, the Website, or other users of the Services; (b) attempt to gain unauthorized access to any parts of the Website or Services, or any CipherMode accounts, computer systems or networks; (c) interfere or attempt to interfere with the proper working of the Website or Services or any CipherMode accounts, computer systems or networks, or; (d) use any robot, spider, scraper or other automated means to access the Website, data, or any CipherMode accounts, computer systems or networks without CipherMode's express written permission. Customer further agree not to use the Website or Services in a manner that: (a) is false or misleading; (b) is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack; (c) invades another's privacy or includes, copies or transmits another's confidential, sensitive or personal information; (d) promotes racism, hatred or harm against any group or individual; (e) is obscene or not in good taste; (f) violates or infringes or promotes the violation or infringement of another's rights, including Intellectual Property Rights; (g) Customer does not have the right and authority to do so; (h) violates or promotes the violation of any applicable laws or Regulations; (i) contains a solicitation of funds, goods or services, or promotes or advertises goods or services; or (j) introduces any virus, Trojan horse, or other component designed to limit or harm the functionality of a network or computer. CipherMode may report violators to the relevant authorities and may act under the fullest extent of applicable laws to enforce these terms. CipherMode retains the right to immediately terminate access to the Services without notice if in its sole determination it believes such termination is necessary to enforce the Terms, for the proper operation or security of the Services, or for the protection of its network, data, Website, or the Intellectual Property rights of CipherMode or a third party.

19.   Option to provide Feedback.
Customer does not have to provide feedback to CipherMode on its products or services, such as ideas for improvements, changes, bug fixes, workarounds, and other ideas related to current or future products or services (collectively "Feedback"), but if Customer does provide CipherMode with Feedback CipherMode must be able to use it without restrictions. Therefore, if Customer provides Feedback, Customer hereby grants CipherMode a worldwide, perpetual, royalty-free, fully paid-up, irrevocable, nonexclusive, fully sublicensable, license, to use, reproduce, modify, adapt, translate, publish, publicly perform and display, make derivative works of, broadcast, transmit and distribute, the Feedback, for any purpose and in any form, medium, or technology now known or later developed. This includes, without limitation, the right to incorporate or implement the Feedback into any CipherMode product or service, new or existing, and to market, sell, offer to sell, import, sublicense and distribute the Feedback as incorporated or embedded in any product or service, in any manner, without compensation to Customer. Customer warrants that: (a) Customer has the right and authority to disclose Feedback to CipherMode, and to grant this license, and; (b) CipherMode's exercise of the rights granted pursuant to this license will not infringe or otherwise violate any third party rights, including those related to Intellectual Property. Feedback may include but is not limited to ideas, software, data, and other material that may be provided to CipherMode related to current or future technologies, products, and services.

20. General Terms.

20.1   Notices. All notices, consents and approvals under this Agreement must be delivered in writing by commercial delivery services which provides delivery tracking and proof of delivery, to Customer at the address provided to CipherMode, and to CipherMode at the following:

CipherMode Labs, Inc.
445 S Figueroa Street, Suite 3190
Los Angeles, CA, 90071

Such notices will be effective upon delivery as reasonably verified by the delivery service or receipt. Notice to Customer related to breach of this Agreement may be made via E-mail, effective upon Customer's receipt, including as evidenced by an industry available read receipt. Either party may change its address or contact E-mail by giving notice of the new address to the other party.

20.2   Force Majeure. Neither party will be liable to the other for any failure or delay in performance of an obligation, other than obligations to make payments, arising out of any event or circumstance beyond the reasonable control of that party, including without limitation acts of God, earthquakes, fires, floods, pandemics, power outages, interruptions in

telecommunication services, strikes, and governmental actions.

20.3   Assignment. Customer may not assign or transfer any rights under the Terms, including Customer's licenses to the use of any Services, including in relation to the sale of a practice or business, to any third party without CipherMode's prior written consent. Any unauthorized attempt to do so will be null and void.

20.4   Export Obligations. Customer shall not export or re-export or permit transshipment thereof, directly or indirectly the Services: (a) to any country that requires an export license or other governmental approval, without first obtaining such license or approval; (b) in violation of any U.S. export laws or any other restrictions, laws or regulations, or; (c) to any country restricted by the U.S. export laws and regulations.

20.5   Waiver and Severance. CipherMode's failure to enforce any provision of the Terms shall not constitute a waiver of such right. If any term of this Agreement is found to be unenforceable, that term is to be modified to make that term legal and enforceable, and the balance of the Terms within that Section, and the remainder of the Terms shall continue in full force

and effect, such change to be made in a manner to maximize the enforcement of the remaining terms.

20.6   Minimum Age Requirement. Customer must be at least 18 years old to use the Services (including the Website).

20.7   Choice of Law and Venue. This Agreement, and all related disputes between the Parties under or relating to this Agreement, whether in contract, tort or otherwise, shall be governed by the laws of the State of California, without reference to conflict of laws principles, and the Parties agree that all legal actions shall be brought in the court of competent jurisdiction within the State of California, within the County of Los Angeles (except that CipherMode may bring an action for an injunctive relief or other equitable relief in any proper jurisdiction and/or venue). The Parties hereby waive any claim of lack of jurisdiction or inconvenient forum within the venues and jurisdictions agreed to herein.

20.8   Entire Agreement. The Terms, along with any Additional Terms, represent the final agreement between the parties regarding the subject matter, and supersede all prior or contemporaneous agreements, whether written or oral.