MIGHTYSIGNAL TERMS OF SERVICE

These Terms of Service (this "**Agreement**") govern Customer's (as identified on the applicable Order Form) subscription to products and services from Exploration Labs, Inc. ("**Provider**") pursuant to Provider order forms referencing this Agreement ("**Order Form(s)**"). This Agreement will govern Customer's initial purchase as well as any future purchases made by Customer which reference this Agreement. This Agreement incorporates by reference any and all attachments and Order Forms executed by the parties.

1. **MIGHTYSIGNAL SERVICE**

    1.1.   Overview of Service. Provider offers the service described on the applicable Order Form (the "**Service**"). The Service is provided on a subscription basis for a set term designated in the Order Form (each, a "**Subscription Term**"). Customer will purchase and Provider will provide the Service specified in the applicable Order Form pursuant to this Agreement.

    1.2.   Provision of Service.

    1.2.1.   Access to Service. Solely for its internal business use and subject to the terms and conditions of this Agreement and any use or scope of use restrictions designated in the applicable Order Form, Customer may access and use the Service and any associated documentation.

    1.2.2.   Customer Assistance. Customer shall provide Provider with all information, access, assistance and materials as reasonably required for Provider to activate, operate and provide the Service, support and maintenance, and any additional services pursuant to this Agreement.

    1.2.3.   Interaction with Third Party Services. If Customer (including any End User) uses any third-party service with the Service, (i) Customer authorizes Provider to provide the third-party service with access to and use of Customer's data, (ii) Provider will not be responsible for any act or omission of the third party, including any third party's use, disclosure, modification or deletion of Customer's data and (iii) Provider does not warrant or support any service provided by the third party.

2. **USE OF SERVICE**

    2.1.   Accounts.

    2.1.1.   End Users. Use of and access to the Service is permitted only by the number of employees of Customer specified in the applicable Order Form ("**End Users**"). Each individual End User will have an End User specific account through which such End User accesses and uses the Service (an "**End User Account**").

    2.1.2.   Administrators. Customer may designate one or more End Users to serve as "**Administrators**". Administrators will have the ability to access, disclose, restrict or remove information in or from and otherwise terminate an End User's access to their End User Account as and to the extent made available by the functionality of the Service. Customer is solely responsible for notifying End Users of terms and policies relevant to use.

    2.1.3.   Customer Administration of the Service. Customer is responsible for (i) maintaining the confidentiality of user IDs, passwords and access to Administrator and End User accounts, (ii) managing access to End User Accounts, and (iii) ensuring Customer's use of the Service (including use by each End User and each Administrator) complies with the terms of this Agreement. For clarity, Provider's responsibilities do not extend to the internal management or administration of the Service for Customer.

    2.1.4.   Unauthorized Use and Access. Customer will prevent unauthorized use of the Service by its End Users and terminate any unauthorized use of the Service. Customer is responsible for any and all actions taken using Customer's End User Accounts and passwords.

    2.2.   Contractors and Affiliates. Customer may permit its independent contractors and consultants ("**Contractors**") as well as personnel of its Affiliates (as defined below) to serve as End Users, provided that (i) Customer remains responsible for compliance by each such Contractor or Affiliate (including all their End Users)

with all of the terms and conditions of this Agreement and (ii) any such use of the Service by such Contractor or Affiliate is for the sole benefit of Customer. Use of the Service by the Affiliates, Contractors and Customer must be within the restrictions in the applicable Order Form. "**Affiliate**" means any entity under the control of Customer where "control" means ownership of or the right to control greater than 50% of the voting rights or other ownership interests of such entity.

3. **PROPRIETARY RIGHTS**

3.1. **Provider Technology**. This Agreement provides only the right to access and use the Service. Customer acknowledges that it is obtaining only a limited right to the Service and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement. No right to use any Provider trademark, logo, domain name or other brand feature ("**Marks**") are granted under this Agreement. Customer agrees that Provider or its suppliers retain all right, title and interest (including all current and future worldwide patent, copyright, trademark, trade secret, moral rights and other intellectual property rights) in and to the Service, Marks and any and all related and underlying technology, software and documentation (collectively, "**Provider Technology**"). All rights in the Provider Technology not expressly granted hereunder are reserved by Provider or its suppliers.

3.2. **Customer Data; Generated Data**. As between the parties, Customer retains all right, title and interest (including any and all intellectual property rights) in and to any Customer Data as provided to Provider. By uploading or otherwise providing Customer Data, Customer grants Provider and its subcontractors a right to use the Customer Data, in whole or in part, solely for the purpose of providing the Service to Customer, or improving the Service generally. "**Customer Data**" means any data or content submitted by Customer (including any End Users) to the Service, in connection with use thereof. Customer acknowledges that data generated by Customer's use of the Provider Technology may be used to provide and improve the Provider Technology.

3.3. **Feedback**. Customer (including any End Users), from time to time, may submit comments, information, questions, data, ideas, description of processes, or other information to Provider ("**Feedback**"). Notwithstanding anything in this Agreement to the contrary, Provider may in connection with any of its products or services freely use any Feedback without restriction.

3.4. **General Restrictions.** The Service is provided solely for Customer's internal business use. Customer (including any End Users) will not: (a) assign, rent, lease, distribute, copy, resell or otherwise provide access to or sublicense any element of the Provider Technology to a third party; (b) use any element of the Provider Technology to provide, or incorporate any element of the Provider Technology into, any product or service provided to a third party; (c) remove or otherwise interfere with any part of the Provider Technology designed to monitor Customer's compliance with this Agreement; (d) use the Provider Technology for activities where use or failure of the Provider Technology could lead to physical damage, death or personal injury; (e) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to, or derive the algorithms of, any element of the Provider Technology, except to the extent that applicable law makes such restrictions unenforceable (and then only upon advance notice to Provider); (f) modify any element of the Provider Technology, or create any derivative product from any of the foregoing; (g) remove, alter or obscure any proprietary or other notices or labels contained in the Provider Technology; (h) publicly disseminate information regarding the performance of the Provider Technology; (i) use the Provider Technology beyond the term of the subscription or in excess of the limits set forth in any Order Form; or (j) violate Provider's Acceptable Use Policy.

3.5. **Third Party Components**. Third party components (which may include open source software) of the Provider Technology may be subject to separate license agreements. Such separate license agreements will govern for the specific included third party components of the Provider Technology, or use of the Provider Technology (as may be applicable).

3.6. **Compliance Review**. If, at any time, Provider identifies any use of the Provider Technology that is not in compliance with the terms of this Agreement (including but not limited to Section 3.4(i)), Customer shall, as applicable, pay Provider for such use of the Provider Technology, at Provider's then-current list price, and promptly cure such noncompliance. If Customer fails to make such payment and cure such noncompliance, Provider may immediately terminate this Agreement.

4. SUBSCRIPTION TERM, FEES & PAYMENT

4.1. **Subscription Term and Renewals**. Unless otherwise specified on the applicable Order Form, each Subscription Term will automatically renew for additional (1) one year periods unless either party gives the other written notice of termination at least fourteen (14) days prior to expiration of the then-current Subscription Term.

4.2. **Fees and Payment**. All fees for the Subscription Term are as set forth in the applicable Order Form and will be paid by Customer within thirty (30) days of receipt of an invoice from Provider, unless otherwise specified in the applicable Order Form. All fees are non-refundable. Provider will provide Customer with at least forty-five (45) days advance notice of any change in the Service fee and such change will be effective during the next Subscription Term. Customer is required to pay any sales, use, GST, value-added, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of Provider. If Customer is required by law to withhold any taxes, Customer must provide Provider with an official tax receipt or other appropriate documentation. Any late payments will be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

4.3. **Suspension of Service**. If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth in this Agreement), Provider reserves the right to suspend Customer's access to the Service without liability to Customer until such amounts are paid in full.

5. TERM AND TERMINATION

5.1. **Term**. This Agreement is effective as of the Effective Date and expires on the date of expiration or termination of all Subscription Terms.

5.2. **Termination for Cause**. Either party may terminate this Agreement (including all Order Forms) if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

5.3. **Termination for Convenience**. Unless otherwise specified on the applicable Order Form, Customer may terminate this Agreement and any Order Form at any time upon thirty (30) days advance written notice to Provider with such termination becoming effective upon Customer paying all fees then due plus any remaining contractually committed amounts (even if the date by which such fees would have been due has not yet occurred). Unless otherwise specified on the applicable Order Form, Customer will not be entitled to any refund of any fees upon termination under this Section 5.3.

5.4. **Effect of Termination**. Upon any expiration or termination of this Agreement, Customer shall immediately cease any and all use of and access to the Service (including any and all End User Accounts) and delete any and all documentation and other Provider Technology. Customer acknowledges that following termination Customer (and each End User) will have no further access to the Service and any Customer Data input into the Service, and that Provider may delete any such Customer Data as may have been stored by Provider within a commercially reasonable period of time. Except where an exclusive remedy is specified in this Agreement, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

5.5. **Survival**. The following sections will survive any expiration or termination of this Agreement: 3, 4.2, 5.4, 5.5, 6, 8, 9, 11 and 12.

6. WARRANTY DISCLAIMER.
THE PROVIDER TECHNOLOGY IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. NEITHER PROVIDER NOR ITS SUPPLIERS MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. PROVIDER WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PROVIDER. PROVIDER MAKES

NO REPRESENTATIONS OR WARRANTIES ABOUT ANY CUSTOMER DATA OR OTHER INFORMATION IN OR FROM ANY END USER ACCOUNT, OR THE ACCURACY OF ANY REPORTS OR DATA GENERATED BY THE PROVIDER TECHNOLOGY. PROVIDER HAS NO RESPONSIBILITY OR LIABILITY FOR THE DELETION OR FAILURE TO STORE ANY CUSTOMER DATA.

7.   SERVICE AVAILABILITY.

7.1.   Maintenance. Scheduled system maintenance will take place during a normal maintenance window, as reasonably determined by Provider. During such time, the Service may be unavailable. Emergency maintenance may be required at other times in the event of system failure. Provider will use commercially reasonable efforts to promptly remedy any system failure and restore the Service.

7.2.   Support.   Customer may contact Provider during regular business hours by email at shane@mightysignal.com, if it experiences any errors with the Service, except if such errors result from (a) outages caused by Customer, End Users or third-party Internet providers, (b) outages caused by third-party equipment not under Provider's control, or (c) outages caused by events not in Provider's reasonable control. Provider will use commercially reasonable efforts to meet the time-tables set forth in the table below for any such errors reported by Customer based on the indicated severity level:

Error Severity Level	Impact	Response Time
1	Major business critical error having immediate impact on Customers' use of the Service. Severe impact to access of Service and/or large numbers of End Users affected.	Within 24 hours of error being reported.
2	Error only impacting a single/few End Users and having minimal impact on ongoing use of the Service.	Within 72 hours of error being reported.
3	Error only impacting a single/few End Users and not having an immediate impact on ongoing use of the Service by Customer. This severity is attained for any error report that meets none of the higher severity level criteria.	Within 5 business days of error being reported.

Provider may use personnel and resources in locations worldwide to provide support.

7.3.   Account Suspension. If Customer (including any End User) (a) violates this Agreement or (b) uses the Service in a manner that Provider reasonably believes will cause it liability, then Provider may request that Customer remedy such situation (including, as applicable, by suspending or terminating any particular End User Accounts). If Customer fails to promptly remedy such situation then Provider may suspend any affected End User Account or otherwise limit Customer's access to the Service.

7.4.   Security Emergencies. Notwithstanding anything to the contrary in this Agreement, if there is a Security Emergency then Provider may automatically suspend use of the Service. Provider will make commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency. "**Security Emergency**" means: (a) use of the Service that does or could disrupt the Service, other customers' use of the Service or the infrastructure used to provide the Service or (b) unauthorized third party access to the Service.

7.5.   Modifications. Provider may update the Service from time to time. If Provider changes the Service in a manner that materially reduces its functionality, Provider will inform Customer, unless Customer has opted out of communications of this type from Provider.

8. **LIMITATION OF LIABILITY**

    8.1. **Limitation of Indirect Liability**. EXCEPT FOR AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO PROVIDER'S OR CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, DAMAGES ARISING OUT OF OR RELATED TO BREACH OF SECTION 12 OR INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

    8.2. **Limitation on Amount of Liability**. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PROVIDER'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO CUSTOMER WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO PROVIDER UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

    8.3. **Basis of Bargain; Failure of Essential Purpose.** Customer acknowledges that Provider has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations of liability and disclaimers set forth in this Agreement will survive and apply even if found to have failed of their essential purpose.

9. **INDEMNIFICATION**.

    9.1. **Customer Indemnification.** Customer will defend Provider from or settle any claim by a third party against Provider arising out of an allegation that Customer Data or Customer's (including any End User's) use of the Provider Technology in breach of this Agreement infringes or misappropriates such third party's intellectual property rights or violates applicable law. Provider will provide to Customer (a) prompt written notice of such claim; (b) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (c) all reasonable cooperation of Provider at Customer's expense. Any settlement requiring Provider to admit liability requires prior written consent, and Provider may join in the defense with its own counsel at its own expense.

    9.2. **Provider Indemnification.** Provider will defend Customer from or settle any claim by a third party against Customer to the extent based on an allegation that Provider's technology as used to provide the Service to Customer (excluding any open source software or other third party technology) infringes or misappropriates any copyright, trade secret, patent or trademark right of the third party, provided that Provider will have received from Customer: (a) prompt written notice of such claim (but in any event notice in sufficient time for Provider to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; and (c) all reasonable necessary cooperation of Customer. If Customer's use of the Service is (or in Provider's opinion is likely to be) enjoined due to the type of infringement specified above, if required by settlement, or if Provider determines such actions are reasonably necessary to avoid material liability Provider may, in its sole discretion: (i) substitute a substantially functionally similar service; (ii) procure for Customer the right to continue using the Service; or if Provider determines (i) and (ii) to be commercially unreasonable, (iii) terminate the Agreement and any applicable Order Forms, and refund to Customer pre-paid fees for Service not yet delivered. The foregoing indemnification obligation of Provider will not apply: (1) if the Service is modified by any party other than Provider; (2) if the Service is combined with other non-Provider products, services or processes not authorized by Provider; (3) to any unauthorized use of the Service; (4) to any action arising as a result of Customer Data or any third-party data, elements or components contained within the Service; or (5) if Customer settles or makes any admissions with respect to a claim without Provider's prior written consent. Any settlement requiring Customer to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and Customer may join in the defense with its own counsel at its own expense. THIS SECTION 9.2 SETS FORTH PROVIDER'S AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ACTUAL OR ALLEGED CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

10. PRIVACY AND SECURITY. The Provider Privacy Policy, available at mightysignal.com/privacy, applies to all Customer Data and use of the Service by Customer (including End Users). By using the Service, Customer consents to transfer, processing, and storage of Customer Data. Provider will maintain appropriate administrative, technical and physical safeguards to protect Customer Data in Provider's possession.

11. CONFIDENTIAL INFORMATION. "**Confidential Information**" means any technical and business information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party")** in discussions and activities related to this Agreement, provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. In addition, any Provider Technology, any data or analysis provided by Provider to a Customer or End User, any performance information relating to the Provider Technology, and the terms and conditions of this Agreement will be deemed Confidential Information of Provider. Except as expressly authorized in this Agreement, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's obligations under this Section 11 will not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. For clarity, Provider's use of Customer Data is addressed in Section 10, and this Section 11 does not apply to Customer Data.

12. GENERAL TERMS

12.1.   Publicity. At the request of Provider, Customer agrees to the issuance of a joint press release ("**Press Release**") on a mutually agreed upon date. Each party will have the right to approve the Press Release in advance, but such approval will not be unreasonably delayed or withheld. Customer also agrees to participate in other reasonable marketing activities that promote the benefits of the Service to other potential customers and use of Customer's name and logo on Provider's web site and in Provider's promotional materials. Customer agrees that Provider may disclose that Customer is a customer of Provider.

12.2.   Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement except upon the advance written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this section will be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 12.2 will be null and void.

12.3.   Severability. If any provision of this Agreement is adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

12.4.   Export Control. Customer agrees to comply with all applicable export control laws and regulations. Customer shall not sell, export, reexport, transfer, divert or otherwise dispose of, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. government and any country or organization of nations within whose jurisdiction Customer operates or does business.

12.5. **U.S. Federal Government Users.** The Provider Technology was developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulation and agency supplements thereto.

12.6. **Governing Law; Jurisdiction and Venue**. This Agreement will be governed by the laws of the State of California without regard to conflict of law principles, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The exclusive jurisdiction and venue for actions arising under or related to the subject matter hereof will be the state and federal courts located in San Francisco County, California and both parties hereby submit to the personal jurisdiction of such courts.

12.7. **Notice**. Notices must be sent via first class, airmail, or overnight courier to the address of the applicable party as set forth above and are deemed given when received. Notices to Customer may also be sent to the applicable account email address, and are deemed given when sent.

12.8. **Amendments; Waivers**. No supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. 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. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement.

12.9. **Entire Agreement**. This Agreement (including all exhibits and Provider policies referred to in this Agreement) constitutes 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 of this Agreement.

12.10. **Counterparts.** This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

12.11. **Force Majeure**. Except for the obligation to pay monies, neither Provider nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, or Internet disturbance).

12.12. **Subcontractors**. Provider may use the services of subcontractors for performance of services under this Agreement, provided that Provider remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Service as required under this Agreement.

12.13. **Relationship of the Parties**. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.14. **No Third-Party Beneficiaries**. There are no third-party beneficiaries to this Agreement except as expressly set forth in Sections 8.2 and 9.2. Without limiting this section, Customer's End Users are not third party beneficiaries to Customer's rights under this Agreement.

12.15. **Headings; Construction.** The headings to the clauses, sub-clauses and parts of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Any ambiguity in this Agreement shall be interpreted equitably without regard to which party drafted the Agreement or any provision thereof. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any particular section or portion hereof. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation."