



In everything we do, we believe in challenging the status quo.  
We believe in thinking and acting differently.

We challenge the status quo by making our software gracefully designed and simple to use.

All with one simple thought: to help you and your customers achieve more in less time by intentionally building our applications to make our customers the heroes in their customers' eyes.

We also just happen to make and support great software.

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## URDesigns Inc. Standard Terms and Conditions (“STC”)

**IMPORTANT:** READ CAREFULLY BEFORE DOWNLOADING, COPYING, INSTALLING OR USING ANY URDESIGNS SOFTWARE. YOU MAY NOT ACCESS OR USE SOFTWARE TO WHICH THESE STANDARD TERMS AND CONDITIONS (“STC”) APPLY UNLESS YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING ANY DOCUMENT AND/OR TERMS AND CONDITIONS INCORPORATED BY REFERENCE (Hereafter collectively the “Terms”)

THIS AGREEMENT IS A LEGAL AND BINDING AGREEMENT BETWEEN THE ENTITY BY WHOM YOU ARE EMPLOYED, OR WHOM YOU REPRESENT (HEREAFTER REFERRED TO AS "YOU", "YOUR", "YOUR EMPLOYER" OR "CUSTOMER"), AND URDESIGNS INC. ("URDESIGNS"). BY SEEKING SUPPORT, LOGGING INTO URDESIGNS SUPPORT WEBSITE, DOWNLOADING, ACCESSING OR USING THE URDESIGNS SOFTWARE, ACCEPTING DELIVERY OF ANY GOODS AND/OR SERVICES, OR INDICATING YOUR ASSENT TO THIS AGREEMENT (FOR EXAMPLE, BY SIGNING A PURCHASE AGREEMENT THAT REFERENCES THIS AGREEMENT, OR BY INDICATING YOUR AGREEMENT BY CLICKING ON AN "ACCEPT", "AGREE" OR SIMILAR BUTTON, OR CHECKING A BOX INDICATING YOUR AGREEMENT TO THESE TERMS, IN A WEB FORM OR AS PART OF YOUR DOWNLOAD, INSTALLATION OR ACTIVATION OF URDESIGNS SOFTWARE, YOU ARE REPRESENTING AND AGREEING THAT: (1) YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS, INCLUDING ANY TERMS AND CONDITIONS INCORPORATED BY REFERENCE; (2) YOU HAVE THE AUTHORITY TO BIND YOUR EMPLOYER TO THIS AGREEMENT; AND (3) YOUR EMPLOYER WILL BE BOUND BY, AND BECOMES A PARTY TO THIS AGREEMENT. URDESIGNS RESERVES THE RIGHT TO MODIFY OR AMEND THESE

TERMS FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF ANY URDESIGNS SOFTWARE OR SEEKING SUPPORT FOLLOWING THE POSTING OF CHANGES TO THESE TERMS WILL MEAN YOU ACCEPT THOSE CHANGES. UNLESS URDESIGNS PROVIDES YOU WITH SPECIFIC NOTICE, NO CHANGES TO THESE TERMS WILL APPLY RETROACTIVELY. THE DISCLAIMERS, TERMS, AND CONDITIONS IN THIS CSSA ARE OF GENERAL APPLICATION AND MAY BE SUPPLEMENTED BY ADDITIONAL POLICIES, PROCEDURES, DISCLAIMERS, AGREEMENTS, GUIDELINES, RULES, TERMS, AND CONDITIONS OF SPECIFIC APPLICATION THAT URDESIGNS DISCLOSES.

All URDesigns software/licenses are purchased, licensed, and/or used subject to the URDesigns End User License Agreement ("EULA"), and the provisions of the URDesigns Deployment Guidelines and the URDesigns Server In-Depth documents, all of which are hereby incorporated by reference. This CSSA shall govern Maintenance (updates) and Support. These documents are available at <https://www.URDesigns.com/terms/docs/>

#### NOTICE OF CONFIDENTIALITY:

URDesigns Standard Terms and Conditions (“STC” or “Terms”) which follows, contains information and data that is proprietary and/or confidential to URDesigns. This information and data is not made available for public review, and is submitted to the customer only in response to a specific request for quote/ estimate or proposal. The information contained herein is protected by the trade secrets act, as codified, and any improper use, distribution, or reproduction is specifically prohibited, No License of any kind whatsoever is granted to any third party to use the information contained herein unless a written agreement exists between URDesigns and such Third Party who desires access to the information. The information contained herein is submitted to the customer for purposes of contracting for software licenses and /or Services in connection with URDesigns Software as denoted herein. No other use of or reliance upon the information and data contained herein is permitted without the express written permission of URDesigns. Under no condition should the information contained herein be provided in any manner whatsoever to any third party without first receiving the express written permission of URDesigns. Any unauthorized review, use, disclosure, or distribution of this STC, or the information and data contained herein, is strictly prohibited. If you are not an authorized, recipient, please contact URDesigns at [info@URDesigns.com](mailto:info@URDesigns.com) and destroy all copies of the STC.

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## 1.0 GENERAL

### About URDesigns

At URDesigns, we do things differently. In everything we do, we believe in challenging the status quo AND we believe in thinking and acting differently.

We challenge the status quo by making our software gracefully designed and simple to use. All with one simple thought: to help you and your customers achieve more in less time.

We just happen to make and support great software.

## 1.2 Definitions

- a. **Purchase Agreement:** shall refer to the ordering documents for purchasing/licensing of URDesigns software, applications goods and/or services, including any agenda thereto, entered into between you and URDesigns from time to time. To the extent you procure URDesigns Software, applications, goods, or services via purchase order accepted by URDesigns, the term “Purchase Agreement” shall include such purchase order to the extent of the goods and services itemized therein and subject to the terms and conditions of this Agreement, including without limitation, Section 15(b) (Concerning terms) and/or Section 16 (Purchases from Reseller).
- b. **URDesigns Effort(s)” or “Effort(s):** shall mean any software and/or application development efforts or any professional services performed by URDesigns. All such URDesigns efforts are on a time and materials basis.
- c. For purposes of section 2.6(b), **Custom Code** shall mean any source code and/or object code, any executable code resulting therefrom, and/or documentation related to such code, that is (i) related to a URDesigns Effort and (ii) built by URDesigns, in whole or in part. Custom Code shall include without limitation any device drivers, libraries (DLL), hardware integrations, connectors, extensions, plugins, components, and/or integrations to third party software.
- d. **Outside Causes:** shall mean any occurrence that arises from, relates to, or is caused (whether in whole or in part) or contributed to by any act, omission or failure to act, conduct, hardware, firmware, operating system, software distribution or download service (Ex: App Store or Play Store), third party or non-URDesigns software or system database, network, infrastructure, and/or information technology, or any other occurrences that is not within URDesigns sole or direct control. An “Occurrence”, shall mean, collectively any issue, happening, event, act, matter, source, consequence, cause, or other occurrence, of any kind or nature.
- e. To clarify, where we use the terms, “**you**”, “**your**”, “**your employer**”, “**Visitor**”, “**End-User**”, “**Customer**”, “**Client**” or “**Licensee**” are used in relation to the actions the licensee (including without limitation acts, omissions or any other conduct), any acts, omissions, or other conduct of Licensee’s employees, agents, representatives, contractors, subcontractors, clients, officers, directors, affiliate, managers or other individuals or entities acting on your behalf of, or association with Licensee shall constitute actions of Licensee.
- f. The Term “**URDesigns Deliverables**” or “**Deliverables**” shall refer to URDesigns License(s) software, support, goods, and or services of any kind or nature whatsoever.

- g. **White Label Mobile Application:** a white label mobile app is a “native” mobile application that runs directly on the Apple iOS or Google Android operating systems that is built by a third party but offered under your own brand. It’s available in the Apple App or Google Play Stores for people to download directly.
- h. **Software:** Software shall refer to “URDesigns Software”, “URDesigns Application(s)”, “URDesigns Apps”, “URDesigns White Label Apps”, URDesigns API’s” and/or “URDesigns Site(s)” also referred to as “Software”, “Application(s)” and/or “Site(s)”.
- i. **API:** Application Programable Interface.
- j. **EULA:** End User License Agreement
- k. **CSSA:** Customer Stellar Support Agreement.

**1.3 Captions & Headings:** The captions and headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

## 2.0 AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and URDesigns Inc. (“Company”, “we”, “us” or “our”), concerning your access to and use of the <https://www.ur-designs.com> website as well as any other media form, media channel, mobile website, software, or mobile application related, linked, or otherwise connected thereto (collectively, the “Site” or “Software”).

We are registered in California, United States and have our registered office at 5199 E Pacific Coast Highway, Suite 301N, Long Beach, CA 90804. You agree that by accessing the Site, you have read, understood, and agree to be bound by all these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE OR SOFTWARE AND YOU MUST DISCONTINUE USE IMMEDIATELY. (1) you may not enter into any agreement, whether with URDesigns or a reseller or any other third party, for relating to the use or procurement of any URDesigns software, goods, or services, or otherwise indicate your assent to these Terms in any fashion, express, implied, including without limitation a web form or as a part of the download or installation process, (2) you may not download, install, use, copy, access, possess or distribute any URDesigns Software, and (3) If you already obtained possession of any URDesigns Software, such possession is unauthorized absent to these terms and you must immediately destroy, delete, un-install, or remove all copies in your possession or control.

Supplemental terms and conditions or documents that may be posted on the Site, Software, from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last Updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site, Software, so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site, Software after the date such revised Terms of Use are posted.

The information provided on the Site, Software, is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site, Software, from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site, Software, is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

The Site, Software, is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

## 2.0.1 ADDITIONAL TERMS & CONDITIONS

All URDesigns software/licenses are purchased, Licensed, and/or used subject to the URDesigns End-User License Agreement (EULA), and the provisions of the URDesigns Deployment guidelines. And the URDesigns In Depth Documents, all of which are hereby incorporated by reference as if fully set forth herein. The URDesigns Customer Stellar Support Agreement (CSSA) shall govern maintenance (Updates) and Support and is hereby incorporated by reference as if fully set forth herein; All other professional services, including without limitation any URDesigns Efforts, are governed by these terms. The forgoing documents (and these Terms) are available at <https://ur-designs.com/terms-docs/>

## 2.1 SOFTWARE

We may include software (“Software”, “Application(s)” or “Site(s)”) for use in connection with our services. If such software is accompanied by an end user license agreement (“EULA”), the terms of the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant to you a non-exclusive, revocable, personal, and non-transferable license to use such software solely in connection with our services and in accordance with these Terms of Use. Any Software and any related documentation are provided “as is” without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risk arising out of use or performance of any Software. You may not reproduce or redistribute any software except in accordance with the EULA or these Terms of Use.

### 2.1.1 LICENSED APPLICATIONS

“Licensed Application(s)” (aka “Pre-Built Applications” or “ready to use applications”) shall refer to URDesigns applications, and the components thereof, that are owned by URDesigns, as may be made available to Licensee by URDesigns as detailed in applicable Purchase Agreement.

### 2.1.2 SUBSCRIPTION LICENSING

Licensee’s purchase may include subscription term commitment and/or installment payments. License subscription term shall commence upon creation (or update) of the Licensee’s License(s) on URDesigns License Server or receipt of first payment, whichever occurs first. If URDesigns is providing any development or consulting efforts, Licensee’s subscription term shall commence prior to the start of any such efforts. At the end of the subscription term or installment payment period, Licensee must renew their subscription and/or make next payment.

**2.1.3 Enterprise Licensing:** is running URDesigns Software on Licensee Servers or in a Licensee hosted or “URDesigns Cloud Hosting”, environment. Enterprise Subscription licensing requires Licensee to allow their URDesigns Server(s) to

connect with URDesigns licensing server(s) via internet at all times; disruption of this connection may result in loss of access to URDesigns Software, and possible loss of data, for which URDesigns shall not be liable.

- a. **Additional Enterprise Servers:** Duplication of URDesigns Server components requires purchase of additional Server licenses.

**2.1.4 White Label Licensing:** URDesigns has developed Application(s) that allows the Licensee and End-Users use to complete tasks, view items, communicate and/or engage End-Users. The Licensee would offer this application to their clients (End-User) as part of their services.

The Application(s) are provided on a subscription basis wherein the Licensee is able access, depending on subscription, some, or all the service functions of the software. When Subscribed to White Label, URDesigns will brand the Application(s) in the Licensees colors and markings. The Licensee colors and marking will be added to the application and processed through the Google Play Store and Apple Store on behalf of the customer.

- a. **Updates to White Label Software:** URDesigns Constantly puts effort into the Application(s) to Maintain and Enhance the Core URDesigns Application(s). White Label Merging is offered on a time and material basis and suggested the apps should not fall behind more than two Release Versions. See CSSA for Details on determining versions.
- b. **No Operational Guarantee:** Software is not guaranteed to work. The Store(s), devices, and operating systems that the Software runs on are constantly updating.
- c. **White Label Merging:** URDesigns offers merging of our newer/updated core URDesigns application(s) at a time and materials basis. Keeping Licensee White Label Application(s) up to date is the responsibility of the Licensee. We suggest keeping your White Label application(s) up to date as possible. This is a choice that the Licensee can choose to or choose to pass.

**2.1.4.1 White Label Marks:** All Platforms created pursuant to Section 2.1.4 shall be branded under the name of the Customer and shall be accessible to the public under a name designated by the Customer. The name, trademark, trade name, trade dress, designs, and logos of the Company (the “Marks”) shall not appear on the Software, unless mutually agreed by the Parties in advance in a separate signed written authorization. No license, express or implied, is granted to the Customer for any of the Marks under this Agreement.

**2.1.5 Licensed White Label and Application Store(s):** While URDesigns makes all attempts to process the Software through the appropriate Store(s) as is, there are times that in order to be able to deliver through the store(s), the software may require modifications to comply with the store(s) guidelines. All changes to URDesigns Software to White Label or deliver are charged at a time and materials basis.

- a. We do not in any way control the stores nor their guidelines. Stores guidelines change often and are left up to interpretation by the reviewing stores. We do not guarantee the store(s) acceptance on any White Label Software.

## 2.2 LICENSE GRANT

### 2.2.1 MOBILE APPLICATION LICENSE

## **2.2.2 Mobile Applications and/or Software Use License**

If you access the Software via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

### **2.2.2.1 Apple and Android Devices**

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Site: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

## **2.3 SaaS Licensing (Software as a Service)**

**SOFTWARE AS A SERVICE:** Some products are served to users through SaaS (“Software as a Service”). Section 2.3 deals with SaaS Solutions only. The Supplier shall use commercially reasonable endeavors to make the Application available 24 hours a day, seven days a week, except for scheduled maintenance performed outside Normal Business Hours, provided



that the Supplier has used reasonable endeavors to give the Customer at least 6 Normal Business Hours' notice in advance. The Supplier will strive to respond to all issues with the time frames given above. All issues will be resolved in as timely a manner as practicable given the complexity and urgency of the issue.

### **2.3.1 SaaS Company Responsibilities**

Responsibilities of the Company (SaaS Apps)

- 2.3.1.1** While the customer is paid in full and in good standing with the company, the Company shall provide the Customer with the Services for the purpose of sharing to Clients.
- 2.3.1.2** The Software shall be made available by the Company subject to any unavailability caused by circumstances beyond the Company’s reasonable control, including any force majeure events, as contemplated in Section 15.0, and any computer, communications, Internet service or hosting facility failures or delays involving hardware, software, power, or other systems not within the Company’s possession or reasonable control, and denial of service attacks.
- 2.3.1.3** The Services may be temporarily limited, interrupted, or curtailed due to maintenance, repair, modifications, upgrades, or relocation. The Company shall attempt to notify the Customer of scheduled and unscheduled network outages that are expected to last more than four (4) hours and that may affect the Services. The Company shall be entitled to change the Services during the Term, provided that the Company will not materially reduce the capabilities provided by the Services.
- 2.3.1.4** The Company shall ensure that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 2.3.1.5** The provisions of this clause shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Company’s instructions, or modification or alteration of the Services by any party other than the Company or the Company's duly authorized contractors or agents. If the Services do not conform with the foregoing undertaking, the Company will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in this clause.
- 2.3.1.6** The Company does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

**2.3.1.7** This Agreement shall not prevent the Company from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, products and/or services which are similar to those provided under this Agreement.

**2.3.1.8** The Company warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

**2.3.1.9** The Company warrants that it is hosted on a secure and well-maintained cloud platform. The Company performs automated database backups overnight.

### **2.3.2 SaaS Customer Responsibilities**

**2.3.2.1 Technical Representative(s):** Customer shall appoint one (1) technical representative who will be trained and qualified to maintain the integrity of the Licensed Software Products on Customer's system. Customer shall have its technical representative(s) sufficiently trained to be proficient on all URDesigns software licensed by Customer (and Customer's use thereof) and on Customer's environment (such as IT infrastructure, networks, hardware, systems, applications, databases, etc.). Depending on factors such as the applications being run and the size of the system being supported, the parties may determine that additional technical representatives should be appointed. All technical communications or support requests by Customer (or on Customer's behalf) to URDesigns shall be made by the technical representative(s). All information and materials provided by URDesigns pursuant to this Agreement may be routed to the technical representative(s) and shall be protected as Confidential Information under Section 3.0.2 of this Agreement.

**2.3.2.2 Operating Instructions:** Customer, and its technical representatives, shall to the best of their ability read, comprehend, and follow the operating instructions, guidelines, technical or product information, and procedures specified in the Documentation, URDesigns Help, and any communications from URDesigns Support personnel.

**2.3.2.3 Reporting Issues/Errors:** To request support, Customer must notify URDesigns Support (support@URDesigns.com) if Issues or Errors with the Licensed Software Product are encountered. Customer shall, with sufficient specificity and detail to allow reproduction of the reported Issues/Error(s):

- a. provide descriptions of the Issue, Error, and any relevant details pertaining thereto (such as URDesigns client/server/desktop version, hardware, operating system, reproduction steps, etc.) and (b) promptly cooperate, answer/respond to, and assist URDesigns efforts to duplicate (reproduce), investigate, and/or resolve the reported Issues or Errors. Subject to Customer's reasonable security requirements, Customer shall provide URDesigns with access to and use of information, domain experts, devices and systems determined necessary by URDesigns to provide timely Support, including without limitation error logs, usable copies of database(s) and/or application(s), remote access to customer systems, and loaning of devices. URDesigns will make such effort as it deems reasonable (in its sole discretion) to reproduce reported Issues/Errors; URDesigns shall have no obligations (Support or otherwise) for any Issue that is not sufficiently reproducible by URDesigns using such efforts, so Customer's cooperation is essential. Direct any Support-related emails (including responses) to Support@URDesigns.com (not individual personnel) to allow prompt response.

**2.3.2.4 Corrective Action:** Customer shall take remedial corrective action, if necessary, as advised by URDesigns personnel. Such corrective action may include (without limitation) implementing advised workarounds, updating software/hardware, or

modifying software/hardware settings (including third party software), rebooting systems, having personnel trained, submitting requests & obtaining assistance from third parties, and taking such action as is needed to resolve Issues relating to Outside Causes (outside of URDesigns control), etc.

**2.3.2.5 Customer Cooperation:** Customer shall assist and cooperate (reasonably, in good faith and exercising sound judgment, and at its own expense) with URDesigns in the Support and resolution of any Issue/Error affecting Customer, including without limitation providing such details, information, and access (and ongoing updates thereto) as are specified in Paragraph 2.3.2.3 (Reporting Issues/Errors) above.

**2.3.3 SaaS Responses/Responsibilities:** The Customer is responsible for providing all necessary information and access required to allow the Supplier to investigate and resolve any issues. The Customer is responsible for reporting all technical support issues to the Supplier using the following email address: support@URDesigns.com. The End User shall report all technical support issues to the Customer who shall then report the issue to the Supplier.

**2.3.4 SaaS Maintenance:** The Supplier shall use all reasonable endeavors to make the Application available 24 hours a day, 7 days a week, except where maintenance has been scheduled. Where possible, all scheduled maintenance shall be performed outside of Normal Business Hours and the Supplier shall give the Customer at least Six Business hours’ notice of such maintenance. The Supplier shall aim to complete all unscheduled maintenance within 2 hours. If any such maintenance should not complete within 2 hours, the Supplier shall contact the Customer to provide an estimated end time.

**2.3.5 SaaS Exceptions and limitation:** Issues related to the Application itself or other services provide by the Supplier are covered under this Service Level Agreement. Please note that some of the issues with the Application that we investigate may not be caused by the Supplier’s system and may be due to a fault with a third-party supplier. In such case the Supplier does not take any responsibly but will work with the third-party supplier, where practicable, to get the Application back up and running to full capacity as soon as possible.

### **2.3.6 SaaS – Site Management**

We reserve the right, but not the obligation, to: (1) monitor the Software (“Software”, “Application(s)”, “Site(s)”) for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Software or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Software.

**2.3.6.1 SaaS USER DATA:** Excluding Enterprise Installations, we will maintain certain data that you transmit to the Software (“Software”, “Application(s)”, “Site(s)”) for the purpose of managing the performance of the Software, as well as data relating to your use of the Software. Although, we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Software. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **2.4 Enterprise Licensing (On-Premises)**

ENTERPRISE SOLUTION(s): Some Products are served to users through the Customer (“Enterprise Solution”) for the Customer to deliver the software. Section 2.4 deals with Enterprise Solutions only. The Customer shall use commercially reasonable endeavors to make the Application available. The Supplier will strive to respond to all issues with the time frames of Customer’s Selected and up to date Stellar Support Plan. All issues will be resolved in as timely a manner as practicable given the complexity and urgency of the issue within the Stellar Support Plan.

### **2.4.1 Enterprise Company Responsibilities**

Responsibilities of the Company (Enterprise NON-Hosted)

**2.4.1.1** While the Customer is Paid-in-Full or in good standing with Company, the Company shall provide the Customer with the Services for the purpose of sharing to Clients.

**2.4.1.2** The Software Licensing shall be made available by the Company subject to any unavailability caused by circumstances beyond the Company’s reasonable control, including any force majeure events, as contemplated in Section 15.0, and any computer, communications, Internet service or hosting facility failures or delays involving hardware, software, power, or other systems not within the Company’s possession or reasonable control, and denial of service attacks.

**2.4.2.3** The Company shall ensure that the Software Licensing will be performed substantially in accordance with the Documentation and with reasonable skill and care.

**2.4.2.4** The provisions of this clause shall not apply to the extent of any non-conformance which is caused by use of the Software License contrary to the Company’s instructions, or modification or alteration of the Software or License by any party other than the Company or the Company’s duly authorized contractors or agents. If the Software Licensing does not conform with the foregoing undertaking, the Company will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly.

**2.4.2.5** The Company does not warrant that the Customer’s use of the Software will be uninterrupted or error-free; nor that the Software, Documentation and/or the information obtained by the Customer through the Software will meet the Customer’s requirements; and is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and the Customer acknowledges that the Software and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

**2.4.2.6** This Agreement shall not prevent the Company from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, products and/or services which are similar to those provided under this Agreement.

**2.4.2.7** The Company warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

## 2.4.2 Enterprise Customer Responsibilities

**2.4.2.1 Technical Representative(s):** Customer shall appoint one (1) technical representative who will be trained and qualified to maintain the integrity of the Licensed Software Products on Customer's system. Customer shall have its technical representative(s) sufficiently trained to be proficient on all URDesigns software licensed by Customer (and Customer's use thereof) and on Customer's environment (such as IT infrastructure, networks, hardware, systems, applications, databases, etc.). Depending on factors such as the applications being run and the size of the system being supported, the parties may determine that additional technical representatives should be appointed. All technical communications or support requests by Customer (or on Customer's behalf) to URDesigns shall be made by the technical representative(s). All information and materials provided by URDesigns pursuant to this Agreement may be routed to the technical representative(s) and shall be protected as Confidential Information under Section 3.0.2 of this Agreement.

**2.4.2.2 Operating Instructions:** Customer, and its technical representatives, shall to the best of their ability read, comprehend, and follow the operating instructions, guidelines, technical or product information, and procedures specified in the Documentation, URDesigns Help, and any communications from URDesigns Support personnel.

**2.4.2.3 Reporting Issues/Errors:** To request support, Customer must notify URDesigns Support (support@URDesigns.com) if Issues or Errors with the Licensed Software Product are encountered. Customer shall, with sufficient specificity and detail to allow reproduction of the reported Issues/Error(s):

- a. provide descriptions of the Issue, Error, and any relevant details pertaining thereto (such as URDesigns client/server/desktop version, hardware, operating system, reproduction steps, etc.) and (b) promptly cooperate, answer/respond to, and assist URDesigns efforts to duplicate (reproduce), investigate, and/or resolve the reported Issues or Errors. Subject to Customer's reasonable security requirements, Customer shall provide URDesigns with access to and use of information, domain experts, devices and systems determined necessary by URDesigns to provide timely Support, including without limitation error logs, usable copies of database(s) and/or application(s), remote access to Customer systems, and loaning of devices. URDesigns will make such effort as it deems reasonable (in its sole discretion) to reproduce reported Issues/Errors; URDesigns shall have no obligations (Support or otherwise) for any Issue that is not sufficiently reproducible by URDesigns using such efforts, so Customer's cooperation is essential. Direct any Support-related emails (including responses) to Support@URDesigns.com (not individual personnel) to allow prompt response.

**2.4.2.4 Corrective Action:** Customer shall take remedial corrective action, if necessary, as advised by URDesigns personnel. Such corrective action may include (without limitation) implementing advised workarounds, updating software/hardware, or modifying software/hardware settings (including third party software), rebooting systems, having personnel trained, submitting requests & obtaining assistance from third parties, and taking such action as is needed to resolve Issues relating to Outside Causes (outside of URDesigns control), etc.

**2.4.2.5 Customer Cooperation:** Customer shall assist and cooperate (reasonably, in good faith and exercising sound judgment, and at its own expense) with URDesigns in the Support and resolution of any Issue/Error affecting Customer, including without limitation providing such details, information, and access (and ongoing updates thereto) as are specified in Paragraph 2.4.2.3 (Reporting Issues/Errors) above.

**2.4.3 Enterprise Responses/Responsibilities:** The Customer is responsible for providing all necessary Servers, Systems and Licensing for Servers and Databases running on their enterprise site. information and access required to allow the Supplier to investigate and resolve any issues. The Customer is responsible for reporting all technical support issues to the Supplier using the following email address: support@URDesigns.com. The End User shall report all technical support issues to the Customer who shall then report the issue to the Supplier unless Customer has selected the Stellar Galaxy Plan. In that case End users contact us directly.

**2.4.4 Enterprise Maintenance:** The Customer handles all Maintenance in the Enterprise environment unless using one of the Stellar Programs where URDesigns supports the Enterprise Systems. If URDesigns is contracted via Stellar Service Agreement then the Supplier shall use all reasonable endeavors to make the Application available 24 hours a day, 7 days a week, except where maintenance has been scheduled. Where possible, all scheduled maintenance shall be performed outside of Normal Business Hours and the Supplier shall give the Customer at least Six Business hours’ notice of such maintenance. The Supplier shall aim to complete all unscheduled maintenance within 2 hours. If any such maintenance should not complete within 2 hours, the Supplier shall contact the Customer to provide an estimated end time.

**2.4.5 Enterprise Exceptions and Limitation:** Issues related to the Application itself or other services provide by the Supplier are covered under this Service Level Agreement. Please note that some of the issues with the Application that we investigate may not be caused by the Supplier’s system and may be due to a fault with a third-party supplier. In such case the Supplier does not take any responsibly but will work with the third-party supplier, where practicable, to get the Application back up and running to full capacity as soon as possible.

#### **2.4.6 Enterprise – Site Management**

We reserve the right, but not the obligation, to: (1) monitor the Software (“Software”, “Application(s)”, “Site(s)”) for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Software or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Software.

**2.4.6.1 ENTERPRISE USER DATA:** Enterprise Installations, we will maintain certain data that you transmit to the Software (“Software”, “Application(s)”, “Site(s)”) for the purpose of managing the performance of the Software, as well as data relating to your use of the Software. Although, we perform regular routine backups of data, the customer is solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Software. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

**2.5 Maintenance & Support:** Any Maintenance or Support procured/used by Licensee shall be subject to the terms and conditions of the CSSA. URDesigns Offers Stellar Support Programs at varying levels. Some Levels are provided while others are at an additional charge. See Customer Stellar Support Agreement (“CSSA”) For details and additional Maintenance and Support Services.

**2.5.1 Exceptions to Maintenance and Support Obligations:** URDesigns shall not have, and shall be exempted from, any Maintenance, Support or other obligations or responsibilities under this CSSA in regard to: (a) any URDesigns software or Documentation that has been altered or modified in any way by Customer or by any reseller or other Third Party; (b) derivative works; (c) any combination of the supported Licensed Software Product with other software not covered by this Agreement; (d) any Issue or Occurrence caused or contributed to by Customer's negligence, abuse or misapplication of the Licensed Software Products or use of those products for purposes other than those specified in the Documentation; (e) any Issue or Occurrence caused or contributed to by Outside Causes (including without limitation Customer's failure to backup data or implement advised workarounds or solutions); (f) Licensed Software Products used on non-qualified computer systems or hardware; (g) Customer's applications and/or implementations; (h) Issues that are intermittent, not reproducible, or otherwise do not meet the requirements of Section 3.3.2.3 and 3.4.2.3 of the CSSA; (i) Software subject to Paragraphs 11.1 (i) and/or 11.1 (ii) of the EULA, or that in URDesigns opinion is infeasible or commercially unreasonable to continue to support; or (j) all software releases prior to two Minor releases (URDesigns supports two releases backward). Notwithstanding the foregoing, URDesigns may (but is not required to) assist Customer in such matters and any such assistance or action by URDesigns shall be billable but shall not constitute a waiver or admission, express or implied, of any obligation, exception, rights, or duties, or create/incur any obligation, rights, or duties to continue to do so. Any Issue(s) or Occurrence(s) to which, in URDesigns opinion, subparts:

- a. through (i) apply shall be deemed outside the scope of Support. Any troubleshooting or other efforts (including without limitation investigatory efforts) by URDesigns relating to a request for support related to an Issue or Occurrence that is (or is later) determined by URDesigns to be outside the scope of Support, shall not covered under any Support Plan and shall be billable at the Hourly Billing Rate.

## **2.6 PROFESSIONAL SERVICES & DEVELOPER EFFORT**

ANY URDESIGNS EFFORT(S) SHALL BE ON A TIME AND MATERIALS BASIS. ANY TIME AND/OR FEES EXPENDED RELATING TO URDESIGNS EFFORTS SHALL BE NON-REFUNDABLE UNDER ANY CIRCUMSTANCE. ANY URDESIGNS EFFORTS QUOTED ARE ESTIMATES ONLY; This is an hourly time and materials-based contract; additional efforts may be required to complete the scope of work and/or accommodate additional customer requirements and any such additional efforts will be billable. Any specified project costs, timeframes, schedules, or targeted completion dates are estimates only and actual times may vary. Any efforts estimated are based on using standard application functionality to meet the Licensee's requirements. Efforts outside the standard application requirements may require an exploratory contract at time and materials rates, to determine if it can be done, and develop and estimate. Any time spent by URDesigns relating to URDesigns Efforts shall be billable, including without limitation project management, preparing requested reports, accountings (ex: project status updates) and all meetings (internal or with the Licensee), estimates of outstanding/remaining effort, or other administrative/clerical efforts. URDesigns may, in its sole discretion, apply, utilize and/or convert professional services hours and/or technical support hours interchangeably to satisfy any outstanding amounts fees/debts due from Licensee to cover other hourly charges or efforts (regardless of the original intended purpose of such hours).

- a. **Cooperation:** Licensee will cooperate reasonably and in good faith with URDesigns in the execution of any development efforts or services by, without limitation (i) allocation sufficient resources and timely performing any tasks reasonably necessary to enable URDesigns to perform its obligations under each Purchase Agreement; (ii) timely delivering any materials and other obligations specifically required under each Purchase Agreement (iii) timely responding to URDesigns reasonable inquiries related to the efforts or services; (iv) actively participating in relevant scheduled meetings; and (v) providing information, data and feedback that is complete, accurate and timely in all material respects.

- b. **Custom Code:** URDesigns provides an extensive Application Programming interface (“API”) for building custom extensions and integrations into the URDesigns Software any software developed by MobileFrame relating to or making use of this API shall remain the property of URDesigns. URDesigns cannot agree to be precluded from continuing to develop and enhance its software or from pursuing its product roadmap or other business plans. Therefore, (i) Licensee agrees that any Customer Code created shall belong to URDesigns along with the intellectual Property rights thereto; and (ii) where the development of such Custom Code was included in part of URDesigns effort, URDesigns shall retain ownership as specified in this provision and Licensee shall be granted the right to use the Custom Code (But not the source code itself) so long as the Licensee has a valid license to use URDesigns Software.
- c. **Other Efforts:** Applications created by Licensee by its own efforts remain the property of Licensee. However, URDesigns is in the business of providing products and services to third parties which are or may be substantially similar to any software, applications, or products URDesigns may develop for use by Licensee. URDesigns is free to use all of URDesigns' ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, and processes, irrespective of whether possessed by URDesigns prior to the URDesigns Efforts or later acquired, developed, or refined by URDesigns ("Residual Knowledge"). It is not the intent of this Agreement to prevent URDesigns from pursuing its stated business by independently creating such similar works for the benefit of third parties. As such, Licensee acknowledges and agrees that (i) URDesigns develops, markets, and sells similar software and other products to the software market at large and will continue to do so; (ii) URDesigns may develop and/or market products and services that are similar or relate to any URDesigns Effort; and (iii) URDesigns has a worldwide network of customers, partners, and resellers that create and deliver software using the URDesigns Software and API, which software may be substantially similar to any development efforts Licensee undertakes with URDesigns and for which URDesigns is not responsible. Licensee's contracts for our utilization of URDesigns Efforts (or other URDesigns services or consulting), shall in no way preclude URDesigns, or its customers, partners, or resellers, from developing any app with similar or identical workflow and/or features or from continuing to own, develop, market, and sell software similar to that of Licensee; Licensee hereby grants URDesigns an express license to freely market, develop, and sell such software. Licensee shall have no right or interest in the source code of the URDesigns Software, API, or Custom Code, which are and shall remain the exclusive property of URDesigns. Licensee hereby grants to URDesigns a worldwide, nonexclusive, perpetual, irrevocable, paid-up, royalty-free transferable and sub-licensable (directly and indirectly) license for any software URDesigns may develop as part of a URDesigns Effort to: (i) modify and otherwise create derivative works based on the software; and (ii) reproduce, distribute, perform and display (publicly or otherwise), and otherwise make, use, sell, or provide services relating to the software, and otherwise utilize the software as if URDesigns were the owner.

**2.7 Third Party Products:** Third party products, software, and/or licenses are not included (e.g., Microsoft Windows, Microsoft SQL, or databases, IIS application server products, etc.). Licensee shall be solely responsible for procuring, installing, and setting up any such products, software, and/or licenses). No hardware/firmware is included in this contract. URDesigns is not responsible for any hardware or hardware/firmware related issues. Licensee shall coordinate selection of mobile device(s) with URDesigns to help ensure compatibility; certain devices and/or peripherals may not be supported.

2.8 All Documentation is in URDesigns Format (i.e., User Manuals, Integration Manuals, Project Plans, and Deployment Guides)

### 3.0 DELIVERY



**Delivery:** Standard delivery terms for URDesigns software and documentation are via Internet download only. No hard copy media will be provided. Delivery shall be deemed complete when URDesigns generates Licensee's License Key and/or sends download instructions (or a file attachment) to any representative, agent, or individual/entity acting on your behalf whichever occurs first, and regardless of whether Licensee downloads, installs, or uses the software. For hourly efforts, delivery shall, as to any increment of time expended, be deemed complete upon utilization by URDesigns of said time. All documentation shall be provided in URDesigns format (i.e., User Manuals, Integration Manuals, Project Plans and Deployment Guides).

**3.0.1 Travel:** The Center of Operations for URDesigns is in Long Beach, California. Travel expenses, including labor hours for travel to Licensee facilities or other designated meeting locations, shall be separately paid by Licensee. When visiting Licensee facilities, Licensee will provide facility access, office furniture, telephone, and network access. URDesigns will provide laptop or desktop computing platforms to support its own needs.

- a. Licensee Resources: Licensee will provide the URDesigns staff with access to domain experts as well as other personnel required to accomplish this effort on a timely basis. Licensee will also provide remote access to the Licensee's systems and loaner devices for URDesigns internal testing purposes.

**3.0.2 CONFIDENTIALITY:** Both parties understand and acknowledge that by reason of their relationship with each other, they will have access to certain information and materials concerning the other party's business, plans, customers, technology, and products that are confidential ("Confidential Information") and of substantial value, which value would be impaired if such information were disclosed to third parties. Licensed Software Products and all code, inventions, algorithms, know-how and ideas obtained from URDesigns shall be deemed confidential information of URDesigns. Both parties agree that they shall not use in any way for its own account or the account of a third party, nor disclose to any third party, any such Confidential Information revealed to it by the other party other than to fulfill its express obligations under this Agreement. Each party shall take every reasonable precaution to protect the confidentiality of such Confidential Information. The term Confidential Information as used herein shall not include any data or information which

- a. has become generally known to the public through lawful means and without any wrongful act of the receiving party;
- b. has been rightfully received by the receiving party from a third party without restriction on disclosure and without a breach of an obligation of confidentiality running directly or indirectly to the other party hereto;
- c. has been approved for release by a written authorization by the other party hereto;
- d. has been disclosed pursuant to a requirement of a governmental agency or of law without similar restrictions or other protections against public disclosure, or is required to be disclosed by operation of law, provided that the Disclosing Party is afforded thirty (30) days' notice and the opportunity to seek a protective order and/or waive compliance with the terms of this agreement; or
- e. is independently developed by the receiving party without use, directly or indirectly, of the Confidential Information received from the other party hereto.

3.0.2.1 Notwithstanding the foregoing, URDesigns is in the business of providing products and services to third parties which are or may be substantially similar to any information that may be disclosed by Customer; URDesigns is free to use all of URDesigns ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, and processes, irrespective of whether possessed by URDesigns prior disclosure by Customer or later acquired, developed, or refined by URDesigns ("Residual Knowledge"); It is not the intent of this Agreement to prevent URDesigns from pursuing its business

by creating such similar works or performing similar services for the benefit of third parties; As such, Customer acknowledges and agrees that

- a. URDesigns develops, markets, and sells software and other products that may be similar to any disclosed information and will continue to do so
- b. URDesigns may develop and/or market products and services that are similar to any disclosed information; and
- c. URDesigns has a worldwide network of customers, partners, and resellers that create and deliver software using the URDesigns Software and API, which software may be substantially similar to any disclosed information and for which URDesigns is not responsible; this Agreement (and any disclosures made pursuant thereto), shall in no way preclude URDesigns, or its customers, partners or resellers, from developing any app with similar or identical workflow and/or features or from continuing to own, develop, market, and sell software similar to any disclosed information; Customer hereby grants URDesigns an express license to freely market, develop, and sell such software. Customer shall have no right or interest in the source code of the URDesigns Software, API, or Custom Code (see EULA), which are and shall remain the exclusive property of URDesigns.

3.0.2.2 The confidentiality provisions of Section 3.0.2 shall survive the termination or expiration of this STC for a period of two (2) years; Section 3.0.2 (a) shall survive indefinitely.

### **3.1 USER REPRESENTATIONS**

By using the Site(s), you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site(s) through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site(s) for any illegal or unauthorized purpose; and (7) your use of the Site(s) will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate our account and refuse any and all current or future use of the Site(s) (or any portion thereof).

#### **3.1.1 USER REGISTRATION**

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

#### **3.1.2 USER GENERATED CONTRIBUTIONS**

The Software (“Software”, “Application(s)”, “Site(s)”) may offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, “Contributions”). Contributions may be viewable by other users of the Site

and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Site Privacy Policy.

When you create or make available any Contributions, you thereby represent and warrant that:

- a. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- b. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
- c. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
- d. Your Contributions are not false, inaccurate, or misleading.
- e. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- f. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- g. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- h. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- i. Your Contributions do not violate any applicable law, regulation, or rule.
- j. Your Contributions do not violate the privacy or publicity rights of any third party.
- k. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- l. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- m. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination, or suspension of your rights to use the Site.

### **3.1.3 CONTRIBUTION LICENSE**

You and the Software (“Software”, “Application(s)”, “Site(s)”) agree that we may access, store, process, and use any information and personal data that Licensee or end-users provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Software, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over Licensee Contributions. You retain full ownership of all of Licensee and end-users Contributions and any intellectual property rights or other proprietary rights associated with Licensee or end-users Contributions. We are not liable for any statements or representations in Licensee Contributions provided by Licensee in any area on the Software. Licensee is solely responsible for Licensee and end-users Contributions to the Software and Licensee expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding Licensee or end-users Contributions.

### **3.1.4 SUBMISSIONS**

Licensees acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Software (“Software”, Application(s)”, “Site(s)”) otherwise known as (“Submissions”) provided by Licensee or End-users to us are non-confidential and shall become URDesigns sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

### **3.1.5 COPYRIGHT AND TRADEMARKS**

3.1.5.1 The Customer acknowledges and agrees that the Company owns and shall retain all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.

3.1.5.2 The Company confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

3.1.5.3 Except as specified herein, the Customer does not acquire any rights, express or implied, in the Subscribed Services or the Company Software, nor any right to transfer the Subscribed Services or the Company Software, in whole or in part. No license, right or Intellectual Property Right in any of the Company trademark, trade name or service mark is granted pursuant to this Agreement. For purposes of this Agreement, “Intellectual Property Rights” means, on a worldwide basis, any and all (i) rights associated with works of authorship, including, without limitation, copyrights, copyrightable rights, moral rights and mask work rights; (ii) trademark, service mark and trade name rights and any similar rights recognized under applicable law; (iii) trade secret rights and rights in Confidential Information; (iv) patents and patentable rights; (v) all rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (vi) all other intellectual and industrial property rights of every kind or nature, whether arising by operation of law, contract, license or otherwise; and (vii) all international, national, foreign, state and local registrations, applications for registration and any renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisions, reissues, substitutions and re-examinations), all goodwill associated

therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations relating thereto; and to settle and retain all proceeds from any such actions).

### 3.2 FREE TRIAL

**3.2.1 DEMO:** In place of Free Trial, we offer a limited Demo Version on specific Software (“Software”, “Application(s)”, “Site(s)”) that can be used while we are in the sales process. Once the sales process has closed, either by selecting our Services or not, the Demo will be suspended until upgraded to a paid version.

**3.2.2 7- Day Free Trial:** We offer a “Free Trial” on specific Software (“Software”, “Application(s)”, “Site(s)”). We will offer a 7-day free trial to new users who register with our Software. On Software that we do offer Free Trial, the account will not be charged, and the subscription will be suspended until upgraded to a paid version at the end of the free trial. While Demoing or Free Trial, STC (Standard Terms and Conditions) and EULA (End User License Agreement) Apply to all Users.

### 3.3 Restrictions of Use

#### 3.3.1 PROHIBITED ACTIVITIES

You may not access or use the Software (“Software”, Application(s)”, “Site(s)”), for any purpose other than that for which we make the Software, available. The Software may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Software, you agree not to:

- Systematically retrieve data or other content from the Software to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords
- Circumvent, disable, or otherwise interfere with security-related features of the Software, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Software and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Software.
- Use any information obtained from the Software in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Software in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Software.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Software or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Software.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Software or the networks or services connected to the Software.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Software to you.
- Attempt to bypass any measures of the Software designed to prevent or restrict access to the Software, or any portion of the Software.
- Copy or adapt the Software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Software.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Software, or using or launching any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Software.
- Make any unauthorized use of the Software, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Software as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise
- Use the Software to advertise or offer to sell goods and services.
- Sell or otherwise transfer your profile.

**4.0 INTERPRETATION:** The parties hereby agree that it shall be deemed that each party has fully and jointly participated in the review, revision and drafting of this Agreement. The parties hereby expressly agree that all provisions of this Agreement shall be deemed drafted equally by the parties and any presumption or principle that the language is to be construed against any party in interpreting this Agreement shall not apply and is expressly waived. Notwithstanding the foregoing, in the event of any conflict or ambiguity arising from or relating to the provisions of the STC, the EULA, the CSSA, the Purchase Agreement(s), or the documents incorporated by reference in any of the foregoing, the provisions shall be interpreted, construed, and applied in the manner most favorable to URDesigns.

**4.1 Survival:** The provisions of these Terms that by their content are intended to survive the expiration or termination of these Terms, including, without limitation, provisions governing ownership and use of intellectual property, representations, waivers, disclaimers, warranties, liability, governing law, jurisdiction, venue, remedies, rights after termination, and interpretation of these Terms, will survive the expiration or termination of these Terms for their full statutory period (or indefinitely where appropriate), unless such provision expressly limits the term of its own survival.

**4.1.1 Assignment & Transfer:** Licensee may not assign or transfer any of its rights or duties under this Agreement without the prior written consent of URDesigns. Subject to the foregoing restriction on assignment by Licensee, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

## 4.2 DISCLAIMER

THE SOFTWARE ("Software", "Application(s)", "Site(s)") ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SOFTWARE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SOFTWARES CONTENT OR THE CONTENT OF ANY SOFTWARE LINKED TO THE SOFTWARE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM LICENSEE OR END-USER ACCESS TO AND USE OF THE SOFTWARE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SOFTWARE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SOFTWARE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SOFTWARE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SOFTWARE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN LICENSEE, END-USER AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT. LICENSEE AND END-USER SHOULD USE THEIR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## 5.0 PAYMENT, PAYMENT TERMS, AND FEES

**5.0.1 PAYMENT TERMS:** Prices are quoted in U.S. Dollars and payment shall be made in U.S. Dollars to URDesigns address. URDesigns may suspend or terminate any URDesigns Deliverables under this Agreement if Customer fails to timely pay to URDesigns any fees due. Customer shall obtain services under this Agreement as set forth in the Purchase Agreement(s) and/ or by issuing a purchase order ("PO") to URDesigns, specifying the Support Plan to be procured. No PO issued pursuant to this Agreement is binding on URDesigns unless and until accepted by URDesigns, and then only in accordance with STC Section 14.0.2 (Conflicting Terms) and/or STC Section 16.0 (Purchases from Reseller). Payment terms for initial contract are as specified in the Purchase Agreement: Renewal payments are due upon receipt of URDesigns invoice, but in all events (whether invoiced or not), prior to expiration of your existing Support Plan.

**5.0.2 TAXES & EXPORTS:** URDesigns shall not be responsible for any sales, use, value added, import duties, tariffs, customs charges or similar taxes, costs and export fees which may be levied by any government or jurisdiction, or any charges that arise from or in connection with this Agreement, including without limitation, transportation charges, shipping insurance or duties (collectively "Taxes"). You are solely responsible for payment of all Taxes with respect to the licensing of the Software, the provision of services, Support, or development efforts, and/or Taxes otherwise arising out of or in connection with this Agreement, other than taxes based upon URDesigns personal property ownership or net income. All fees, rates and estimates quoted by URDesigns exclude Taxes.

**5.0.3 Payments:** Subscription/ Installment payments shall be paid in advance (7 Days Recommended) of each related period and are non-refundable for any reason. Unless a valid URDesigns Purchase Agreement explicitly states otherwise, the first Subscription/Installment payment is due immediately upon entering into such agreement. Payments (subscription, installment or otherwise) are due and payable irrespective of whether you use the Software or not. URDesigns may elect not to generate or update your License(s) until receipt of payment. For hourly efforts URDesigns requires payment in advance prior to commencement of work. Prices are quoted in US Dollars and payments should be made in US Dollars. Except as otherwise provided herein or in your URDesigns Purchase Agreement, all other payments are due and payable due upon receipt of URDesigns invoice. Overdue payments (more than 10 Days) shall be charged daily interest at the rate of ten (10) percent per annum.

- a. Failure to renew your subscription prior to expiration or to timely make any payment shall result in loss of access to URDesigns Software and possible loss of data. You shall be solely responsible for making your own backups of any data deemed critical, renewing your subscription prior to expiration, and ensuring URDesigns receives timely payment(s) to avoid loss of data, access of use. If URDesigns does not receive payment of for any reason, or if any payment is reversed, refunded or otherwise returned for any reason (Collectively, “payment Failure”) then in addition to any other rights or remedies URDesigns may have, URDesigns (1) shall be entitled to recover any costs or any other expenses incurred by URDesigns arising from or relating to the payment failure (ii) may, in its sole discretion, convert and/or apply any amounts, credits, or balances, including amounts paid towards other goods or services, to the unpaid balance.
- b. You authorize URDesigns to charge outstanding fees and other amounts due us against and credit card you have on file with us. URDesigns reserves the right to take all steps necessary to collect amounts due from Licensee, including but not limited to legal action and/or using third party collection agencies. If your account is more than 30 days past due, and is forwarded to collection agency, Licensee will additionally be liable for any and all fees charged to your credit card by issuer, bank, or financial institution (ex: membership, insufficient funds, etc.). Licensee agrees to notify us about any billing problems or discrepancies within 90 days after they first appear on your credit card statement. If you do not bring them to our attention within 90 days, Licensee agree that you waive the right to dispute such problems or discrepancies.

**5.0.4 Payment Types:** In addition to Bank Transfer and Corporate Check, we accept the following Online forms of payment:

- Visa
- Mastercard
- American Express
- Discover

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Software (“Software”, “Application(s)”, “Site(s)”). You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via the Software. We may change prices at any time. All payments shall be in U.S. dollars.



You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Software.

### 5.0.5 Term & Renewals

**TERM:** Unless terminated earlier as provided herein, this Agreement shall have a term of either (i) where Customer has procured licenses on a subscription basis and such subscription remains valid, the Subscription Term as specified in the Purchase Agreement(s) or (ii) where Customer has procured an Annual Maintenance and Support Plan, for one (1) year from the Effective Date of this Agreement or the date the AM&S Plan went into effect, whichever is earlier.

- a. **Renewals:** If URDesigns desires to extend the term of this Agreement, it shall submit to Customer a Purchase Agreement, Addendum, and/or an invoice identifying the applicable fee to renew this Agreement for a successive term, which may include a cost increase from the previous term and/or modify terms and conditions, in URDesigns sole discretion. If upon receipt of such Purchase Agreement/invoice from URDesigns Customer elects to renew for an additional term (Renewal), Customer shall submit payment to URDesigns in the amount identified in such Purchase Agreement and/or invoice, prior to the end of the then current term
- b. **Termination and Expiration:** Should Customer fail to timely pay any fees due URDesigns or otherwise breach (or threaten breach of) any Agreement with URDesigns, or should Customer's Support Plan expire or be terminated for any reason, URDesigns shall have no Maintenance and/or Support obligations and Customer shall not be entitled to access, use, request, obtain the benefit of or seek compensation for any Maintenance and/or Support or failure/refusal to provide the same (including without limitation loss of access to your URDesigns Support account); in such case(s), URDesigns shall not be liable for any failure/refusal to provide Maintenance or Support, or for any related Issues.

**5.0.6. Consideration for Commitment(s):** Licensee acknowledges that URDesigns has provided substantial discounts, including without limitation volume-based pricing, in order to secure the subscription term commitment, time & materials, reference customer, and other material provisions and rights of the contract, including but not limited to, resale for profit of any Mobile Application licensed herein. The pricing quoted herein is in consideration of Licensee's commitment to the full subscription term, license type(s), license volume, price, and other material provisions herein; in the event Licensee fails to make timely payment, terminates prior to the expiration of the entire term commitment, or otherwise breaches this Agreement, then without limiting any other remedies available to URDesigns at law or in equity: (1) all subscription fees for the entire subscription term commitment, minus any subscription fees already paid toward said term commitment, shall become immediately due and payable; (2) any other outstanding fees (ex: fees for hourly efforts) shall become immediately due and payable; (3) URDesigns shall have the right to immediately terminate or suspend any services or other efforts and disable Licensee's access to the Software; and (4) Licensee shall have no rights to access, use, or in any way benefit from any good or services (or the product of any such goods or services) contemplated herein.

### 6.0 CANCELLATION

You can cancel your subscription at any time by logging into your account or contacting us using the contact information provided below. Your cancellation will take effect at the end of the current contract term or paid term.

If you are unsatisfied with our services, please email us at [marketing@urdesigns.com](mailto:marketing@urdesigns.com) or call us at 1-562-999-2680.

### **6.0.1 TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the Site.

**Termination or Expiration:** URDesigns may, in its sole discretion, suspend or terminate your access to the Software upon any violation, breach, or threatened violation or breach, of these Terms and Conditions. Upon any termination or expiration of a License, Licensee will (i) cease all use of or access to any URDesigns Software and/or Documentation within its possession, custody, or control, as certified by an authorized representative of Licensee; and (ii) return all copies of any URDesigns Confidential Information, as certified by an authorized representative of Licensee. No expiration or termination of this Agreement or of any purchase or sales order(s) will relieve Licensee of its obligation to pay any amounts accruing under such agreement(s) or order(s) prior to such expiration or termination.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

### **7.0 LIMITATIONS OF LIABILITY**

**7.0.1 LIABILITY LIMITATIONS:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL URDESIGNS (OR ITS SUPPLIERS OR REPRESENTATIVES) BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, PRIVACY, GOODWILL, DATA, USE OR SOFTWARE, OR FOR FAILURE TO MEET ANY DUTY INCLUDING GOOD FAITH OR REASONABLE CARE), ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT WHETHER UNDER THEORY OF CONTRACT WARRANTY TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF URDESIGNS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT; URDESIGNS SHALL NOT BE LIABLE FOR (A) INABILITY TO USE THE SOFTWARE, MAINTENANCE OR SUPPORT DUE TO (i) TERMINATION/SUSPENSION FOR ANY BREACH OR FAILURE TO PAY OR ( ) UNANTICIPATED OR UNSCHEDULED DOWNTIME; (B) THE COST OF PROCUREMENT OF SUBSTITUTE

GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS MADE BY YOU IN CONNECTION WITH THIS AGREEMENT; (D) ANY UNAUTHORIZED ACCESS, ALTERATION, DELETION, DESTRUCTION, OR DAMAGE TO SOFTWARE, DATA OR OTHER PROPERTY; (E) FAILURE OF SECURITY MECHANISMS; (F) INTERRUPTION OF BUSINESS OR WORK STOPPAGE; (G) IMPAIRMENT OF OTHER GOODS/SERVICES; (H) ANY DAMAGES OF ANY KIND OR NATURE THAT ARISE FROM, RELATE TO, OR ARE CAUSED OR CONTRIBUTED TO BY ANY THIRD PARTY OR RESELLER (INCLUDING WITHOUT LIMITATION THEIR SOFTWARE, LICENSE(S), GOODS, AND/OR SERVICES); OR (1) ANY DAMAGES THAT RELATE TO OR ARE CONTRIBUTED TO BY OUTSIDE CAUSES. IN ANY EVENT, URDESIGNS'S TOTAL AGGREGATE LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY URDESIGNS'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED EITHER (A) WHERE LICENSE(S) PROCURED ON A SUBSCRIPTION BASIS, THE AMOUNT OF LICENSEE'S MOST RECENT PREPAID SUBSCRIPTION LICENSE PAYMENT RECEIVED BY URDESIGNS, REDUCED IN PRORATION FOR THE TIME BEFORE THE LICENSE(S) WERE DEACTIVATED, OR (B) WHERE PERPETUAL LICENSE(S) WERE PROCURED, THE ACTUAL AMOUNT PAID TO URDESIGNS FOR THE URDESIGNS SOFTWARE LICENSE(S) DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM, AS DEPRECIATED ON A STRAIGHT LINE ONE YEAR BASIS; IN EITHER EVENT, DAMAGES SHALL BE LIMITED TO THE URDESIGNS SOFTWARE GIVING RISE TO THE CLAIM AND SHALL NOT INCLUDE AMOUNTS FOR ANY HOURLY OR SERVICE-RELATED CHARGES; SEE THE URDESIGNS EULA FOR FURTHER DETAILS; URDESIGNS'S FEES FOR GOODS AND SERVICES REFLECT AND ARE PRICED IN CONSIDERATION OF THIS LIMITATION ON LIABILITY.

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **8.0 U.S. GOVERNMENT RIGHTS**

Our services are "commercial items" as defined in Federal Acquisition Regulation ("FAR") 2.101. If our services are acquired by or on behalf of any agency not within the Department of Defense ("DOD"), our services are subject to the terms of these Terms of Use in accordance with FAR 12.212 (for computer software) and FAR 12.211 (for technical data). If our services are acquired by or on behalf of any agency within the Department of Defense, our services are subject to the terms of these Terms of Use in accordance with Defense Federal Acquisition Regulation ("DFARS") 227.7202-3. In addition, DFARS 252.227-7015 applies to technical data acquired by the DOD. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data under these Terms of Use.

## **9.0 DISPUTE RESOLUTION**

### **9.0.1 Informal Negotiations**

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each "Dispute" and collectively, the "Disputes") brought by either Licensee or URDesigns (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

#### **DISPUTE RESOLUTION & ARBITRATION:**

**9.0.2 Jurisdiction & Governing Law:** This Agreement will be governed by and interpreted in accordance with the internal laws of the State of California, and, where such laws are preempted by the laws of the United States, by the internal laws of the United States, in each case without regard to (a) conflicts of laws principles, and (b) the applicability, if any, of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute arising out of or related to this agreement that is not subject to arbitration (below), shall be heard in the Superior Court of California in and for the County of Los Angeles, USA and the parties hereby consent to the exclusive venue and jurisdiction of such court. Licensee hereby waives all defenses of lack of personal jurisdiction and forum non-convenience.

**9.0.3 Disputes & Arbitration:** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Long Beach, California before one (1) arbitrator. The arbitrator must be a retired judge from Los Angeles County, California (or if none is available, a retired judge from a neighboring county). The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 30 days of such notice, management level representatives of both parties shall meet by telephone or videoconference to attempt to resolve the dispute in good faith without recourse to legal proceedings. Should the dispute not be resolved within 30 days after such notice (or as extended by mutual written agreement of the parties), the complaining party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute, or breach. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts, and attorneys shall be treated as confidential settlement discussions under California law. The arbitrator(s) may proceed to an award notwithstanding the failure of the either party to participate in the proceedings. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty days from the date the arbitrator is appointed. The arbitrator may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award. The arbitrator(s) will be authorized to grant interim relief, including to prevent the destruction of materials or documents involved in the dispute, and to protect trade secrets. The award of the arbitrators will be the sole and exclusive remedy of the parties and will be enforceable in any court of competent jurisdiction, subject only to revocation on grounds of fraud or clear bias on the part of the arbitrator(s). Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including

the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

**9.0.4 Class Action Waiver:** The parties expressly waive any ability to maintain any class action in any forum. Any arbitration, claim or other proceedings by or between you and URDesigns shall be conducted on an individual basis and not in any class action, mass action, or on a consolidated or representative basis. You further agree that the arbitrator shall have no authority to award class-wide relief or to combine or aggregate similar claims or unrelated transactions. You acknowledge and agree that these Terms specifically prohibits you from commencing arbitration proceedings as a representative of others. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

**9.0.5 Injunctive Relief & Specific Performance:** You agree that breach of the provisions of these Terms (including those incorporated by reference such as the EULA) would cause irreparable harm and significant injury to URDesigns which would be both difficult to ascertain and which would not be compensable by damages alone. As such, you agree that URDesigns shall have the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond or proving actual damages), specific performance, or other equitable relief without prejudice to any other rights and remedies URDesigns may have for your breach, or threatened breach, of this Agreement.

## **9.1 INDEMNIFICATION**

Licensee agrees to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Software; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) Licensee violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Software with whom you connected via the Software. Notwithstanding the foregoing, we reserve the right at Licensee expense, to assume the exclusive defense and control of any matter for which Licensee are required to indemnify us, and Licensee agree to cooperate, at Licensee expense, with our defense of such claims. We will use reasonable efforts to notify Licensee of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

**9.1.1 Indemnification for your Actions:** All URDesigns Deliverables under this Agreement contemplate certain participation, knowledge, communication, and exercise of sound judgement by Licensee (and its representatives); URDesigns is not responsible for any acts, omissions or other conduct of Licensee (or its representatives); as such, Licensee hereby acknowledges and agrees that the provisions of Section 11.2 of the EULA (Indemnification for your actions) are hereby incorporated by reference and shall apply as if fully set forth in this provision.

**9.2 Waiver:** No waiver of or with respect to any provision of this Agreement, nor consent by a party to the breach of or departure from any provision of this Agreement, will in any event be binding on or effective against such party unless it be in writing and signed by such party, and then such waiver will be effective only in the specific instance and for the purpose for which given.

### 9.3 CORRECTIONS

There may be information on the Software (“Software”, “Application(s)”, “Site(s)”) that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Software at any time, without prior notice.

**9.3.1** Amendment by URDesigns: URDesigns may from time to time make amendments to these Terms, including those incorporated by reference. URDesigns will post the updated Terms to its website, software, or app; unless otherwise stated in the amended version of the Terms, any changes to these Terms will apply immediately upon posting. Your continued use of our software shall constitute your agreement to the amended Terms.

**9.3.2** Severability & Invalidity: If any provision hereof shall be held illegal, invalid, or unenforceable in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable and the legality, validity, and enforceability of all other provisions of this Agreement shall not be affected thereby. If any provision of this Agreement is so broad as to be held unenforceable, such provision will be interpreted to be only so broad as is enforceable.

### 9.4 INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site(s), Software, Application(s) is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site(s), Software, Application(s), (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site(s) "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site(s) and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site(s), Software, Application(s) you are granted a limited license to access and use the Site(s), Software, Application(s) and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site(s), Software, Application(s), the Content, and the Marks.

### 9.5 PRIVACY POLICY

We care about data privacy and security.

Please review our Privacy Policy: <https://ur-designs.com/privacy-policy> . By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site is hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are

transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

## 9.6 MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Software (“Software”, “Application(s)”, “Site(s)”) at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Software. We also reserve the right to modify or discontinue all or part of the Software without notice at any time. We will not be liable to licensee or any third party for any modification, price change, suspension, or discontinuance of the Software.

We cannot guarantee the Software will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Software. Resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Software at any time or for any reason without notice to Licensee. Licensees agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by Licensees inability to access or use the Software during any downtime or discontinuance of the Software. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Software or to supply any corrections, updates, or releases in connection therewith.

**10.0 RIGHT TO PUBLISH:** Licensee grants URDesigns the right to publish public announcements relating to Licensee's purchase and/or use of URDesigns software. Licensee grants URDesigns the right to use Licensee's name and logo as a URDesigns customer on the URDesigns website, in URDesigns presentations, in URDesigns marketing & advertising, in email communications with URDesigns prospects and during discussions with financial and industry analysts. Licensee also grants URDesigns the right to prepare and distribute a case study, success video, press release, and/or similar or related sales & marketing materials describing Licensee's experience with URDesigns product(s). Licensee agrees to act as a customer reference and shall take customer calls on a non-interference basis.

**11.0 RELATIONSHIP OF PARTIES:** The Parties are independent contractors, and not agents, employees, or joint ventures of one another, and do not have any authority to bind the other Party by contract or otherwise to any obligation. Neither Party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.

## 12.0 COMPETING PRODUCTS

**12.0.1 Competing Products:** Licensee agrees not to develop, market, or create derivative software based on URDesigns Software, or otherwise offer a software product in competition with the Software, except with the explicit prior written consent of URDesigns. If Licensee has purchased a Licensed Application from URDesigns, Licensee shall not develop or create derivative software based on the URDesigns Licensed Application(s), nor shall Licensee otherwise infringe on URDesigns Intellectual Property.

**12.0.2 Equitable Relief:** URDesigns has developed certain proprietary software and Intellectual Property which are valuable assets of URDesigns, the value of which would be impaired or destroyed and would cause irreparable and continuing damage to URDesigns by an act of infringement by Licensee for which there may be no adequate remedy at law. If any such act of

infringement on the part of Licensee, URDesigns will be entitled, in addition to any other legal remedies and without limiting or compromising its rights or remedies available to it at law, to obtain immediate injunctive relief and/or a decree for specific performance, as well as any other relief as may be proper. Licensee agrees to waive any requirement that URDesigns post a bond or prove actual damages as a condition for obtaining such relief.

**13.0 THIRD-PARTY BENEFICIARIES:** This Agreement is for the benefit of Licensee and URDesigns only; Except as expressly set forth in this Agreement, no provisions of this Agreement are intended nor will be interpreted to provide or create any third-party beneficiary rights or any other rights of any kind in any other party.

**14.0 ENTIRE AGREEMENT:** THIS AGREEMENT, INCLUDING ALL EXHIBITS AND ANY DOCUMENTS INCORPORATED BY REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS AGREEMENTS COMMUNICATIONS OR REPRESENTATIONS, WRITTEN OR ORAL, REGARDING SUCH SUBJECT MATTER. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NO EMPLOYEE, AGENT, OR OTHER REPRESENTATIVE OF URDESIGNS HAS ANY AUTHORITY TO BIND URDESIGNS WITH RESPECT TO ANY STATEMENT, REPRESENTATION, WARRANTY, OR OTHER EXPRESSION UNLESS THE SAME IS SPECIFICALLY SET FORTH IN THIS AGREEMENT. IT IS ALSO UNDERSTOOD AND AGREED THAT NO USAGE OF TRADE OR OTHER REGULAR PRACTICE OR METHOD OF DEALING BETWEEN THE PARTIES HERETO SHALL BE USED TO MODIFY. INTERPRET. SUPPLEMENT. OR ALTER IN ANY MANNER THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE MODIFIED OR AMENDED EXCEPT IN A WRITING SIGNED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. All Software and related services licensed or purchased, as applicable, by Licensee under this Agreement will be subject to the Terms.

**14.0.1 Authority to Bind:** URDesigns inc. is a manager-managed Corporation. Only the managing member, Eric Dobbins, may contractually bind URDesigns Inc.; Licensee hereby acknowledges that no other individual or entity has any express, implied, or apparent authority to bind URDesigns Inc. in any form or fashion. No other individual or entity is an agent of the Company. This Agreement, any amendment thereof, and/or any other agreement between Licensee and URDesigns, is binding only if executed by URDesigns managing member.

**14.0.2 Conflicting Terms and Conditions:** Acceptance by URDesigns of any purchase order ("PO") placed by or on behalf of Licensee is conditioned on Licensee's assent to the terms set forth in this Agreement. The provision of software or services by URDesigns to Licensee shall not imply URDesigns acceptance of terms in any pre-printed or other PO terms for software or services; URDesigns cannot and does not accept such terms and conditions on a Licensee's or reseller's PO, and any such PO terms shall be entirely null and void. URDesigns may reject any PO, at any time and for any reason, in its sole discretion. This Agreement, and the terms and conditions hereof, including without limitation Purchase Agreement(s) with URDesigns and other documents incorporated by reference herein, shall supersede any and all PO terms or conditions, whether prior or subsequent to this Agreement, and regardless of whether URDesigns accepts such PO.

**14.0.3 Counterparts & Electronic Signatures:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. The Parties hereby agree that this Agreement may be delivered by electronic signature (e.g., DocuSign, in portable data format - PDF - or in any other digital mean of identifying that party's identity and approval of the counterpart) by any or both



Parties in which case all Parties agree to rely on the receipt of such document so executed and delivered by electronic means as if the original had been received. The Parties hereby warrant and represent that such electronic signature is valid and legally binding in jurisdictions they may respectively be subject to, and they waive any potential right or claim against the validity of this Agreement on the basis of its electronic signature.

Using the Software (“Software”, “Application(s)”, “Site(s)”), sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means

**15.0 FORCE MAJEURE:** Except for the requirements to make payment when due and subject to the limitations of subpart (a) below, neither Party will be liable nor deemed to have breached this Agreement for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes to the extent beyond its reasonable control: acts of God or public enemy, insurrections, riots, war, terrorist act, sabotage, epidemic, pandemic, quarantine, civil commotion, disruption or outage of communications, power, web host, internet service provider or other utility, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, earthquake, explosion, flood. A party desiring to rely upon any of the foregoing as an excuse for delay or nonperformance (i) must give prompt written notice of the facts which constitute such cause and the expected duration; (ii) must use commercially reasonable efforts to mitigate its effects; and (iii) shall continue performance with the utmost dispatch whenever such cause(s) are removed. Provided these requirements are met, performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrences; however, notwithstanding the foregoing and regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement.

15.0.1 Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, (c) a party's financial inability to perform its obligations hereunder, or (d) the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this Agreement.

**16.0 PURCHASES FROM A RESELLER:** If you ordered or make use of any URDesigns Deliverables from any individual or entity other than URDesigns directly (or if you Purchase Agreement indicates that payments may be made to any individual or entity other than URDesigns), the terms and conditions of Section 19.0 if you ordered or make use of any URDesigns Deliverables from any individual or entity other than URDesigns directly, the following terms and conditions shall apply:

#### **16.0.1 Reseller Definitions**

**Definitions:** For purposes of this Section 16.0, the term "URDesigns Agreement(s)" shall include without limitation, the URDesigns Purchase Agreement(s), URDesigns EULA, CSSA, and any documents incorporated by reference therein. "VAR Partner" means an entity that URDesigns has authorized as a "distributor" or "reseller" of URDesigns Software. "VAR Partner

Sales Agreement means the orders, agreements or other documents between you and a VAR Partner for your purchase, license, use or procurement of URDesigns Deliverables.

**16.0.2 Effect of VAR Partner Sales Agreements:** If you ordered or make use of URDesigns Deliverables through a VAR Partner, then this Agreement is not exclusive of any rights you obtain from the VAR Partner under your VAR Partner Sale Agreement; however, VAR Partner's may not modify the terms and conditions of any URDesigns Agreement(s) or bind URDesigns to any terms or conditions, nor is URDesigns bound by any terms or conditions set forth in any VAR Partner Sales Agreement; VAR Partner(s) are not agents of URDesigns and URDesigns is not responsible for (and shall not be liable for or bound by) any statements, promises, acts, omissions or other conduct of VAR Partners); if there is any conflict between the provisions of any URDesigns Agreement(s) and any VAR Partner Sale Agreement(s), then the provisions of the URDesigns Agreement(s) shall prevail. If a VAR Partner has granted you any rights that URDesigns does not also directly grant to you under your agreements with URDesigns, or that conflict with any URDesigns Agreements), then your sole recourse with respect to such rights is against the VAR Partner. With respect to URDesigns Deliverables, VAR Partner may act as your agent/representative in this transaction and Delivery by URDesigns to VAR Partner shall constitute Delivery to you. If URDesigns software, applications, goods, or services are procured via a purchase order submitted to URDesigns by a Reseller and accepted by URDesigns, the term "Purchase Agreement" shall include such purchase order to the extent of the goods and services itemized therein and subject to the terms and conditions of this Agreement, including without limitation, Section 14.0.2 (Conflicting terms) and/or Section 16.0 (Purchases from a Reseller).

### **16.0.3 Reseller Payments and Recourse**

**Payments & Recourse:** If you ordered or make use of any URDesigns Deliverables through a VAR Partner, your VAR Partner Sale Agreement (and/or Purchase Agreements) might specify that your payments are to be made to VAR Partner (or third party); if URDesigns does not receive any and all amounts due to URDesigns for any reason (such as failure of VAR Partner or third party to timely pay URDesigns), then URDesigns may suspend, terminate, or withhold any URDesigns Deliverables, with or without notice to you. You agree that your remedy in the event of such recourse by URDesigns or any other dispute arising from or relating to a VAR Partner Sale Agreement (or other transaction involving a VAR Partner or third party), is solely against the VAR Partner (or third party) and that URDesigns is not liable to you in any manner for any such recourse or dispute.

### **16.0.4 Reseller Applicability of this Section**

**Applicability of this Section:** If you are uncertain as to the applicability of Section 16 to your purchase/license, contact URDesigns for further information at (562) 999-2680 or info@URDesigns.com (attn.: legal department).

## **17.0 PRONOUNS**

All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular, or plural, as the identity of the parties hereto may require.

## **18.0 NOTICES**

**Notices:** Notices under this Agreement shall be sufficient only if personally delivered, delivered by a major commercial rapid courier service, or mailed by certified or registered mail, return receipt requested to a party at its addresses first set forth herein or as amended by notice pursuant to this subsection.

**18.1. Other Communications:** You consent to receive communications from URDesigns, including email, text messages, calls, direct mail, and push notifications, including for the purposes of notifying you about the status of your order sending you reminders, facilitating secondary authentication, and providing other information. URDesigns may contact you by telephone calls or text messages, including by an automatic telephone dialing system, at any of the telephone numbers provided by you. Standard message and data rates charged by your mobile carrier may apply to any text messages URDesigns sends to you. You may opt out of receiving communications by emailing [info@URDesigns.com](mailto:info@URDesigns.com) or calling URDesigns at (562) 999-2680. You acknowledge that opting out of receiving communications may affect your use of the URDesigns software or services.

## **19.0 MISCELLANEOUS**

These Terms of Use and any policies or operating rules posted by us on the Software (“Software”, “Application(s)”, “Site(s)”) or in respect to the Software constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Use or use of the Software. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

## **20.0 CONTACT US**

In order to resolve a complaint regarding the Software (“Software”, “Application(s)”, “Site(s)”) or to receive further information regarding use of the Software, please contact us at:

**URDesigns Inc.**

5199 E Pacific Coast Highway, Suite 301N

Long Beach, CA 90804

United States

Phone: 1-562-999-2680

[info@urdesigns.com](mailto:info@urdesigns.com)