



**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.

URDesigns Inc.

End User License Agreement "EULA"

IMPORTANT: READ CAREFULLY BEFORE DOWNLOADING, COPYING, INSTALLING OR USING ANY URDESIGNS SOFTWARE YOU MAY NOT ACCESS OR USE THE SOFTWARE TO WHICH THIS URDESIGNS END USER LICENSE AGREEMENT ("EULA") APPLIES UNLESS YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. 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 "LICENSEE"), AND URDESIGNS INC. ("URDESIGNS"). BY 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 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 EULA 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.

Any access, use, or possession of URDesigns software requires your assent to this EULA. If you do not agree to the terms and conditions of this EULA, (1) you may not enter into any agreement, whether with URDesigns or a reseller or any other third party, for or relating to the use or procurement of any URDesigns software, or otherwise indicate your assent in any form or fashion (express or implied) to these terms, (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 agreement to these Terms and you must immediately destroy or delete all copies in your possession or control.

All URDesigns software/licenses are purchased, licensed, and/or used subject to this EULA, and the provisions of the URDesigns Deployment Guidelines and the URDesigns Server In-Depth documents, which are hereby incorporated by reference as if fully set forth herein. The URDesigns Customer Stellar Support Services Agreement ("CSSA") shall govern Maintenance (updates) and Support and is hereby incorporated by reference as if fully set forth herein. These documents are available at <https://ur-designs.com/terms-docs/> .

NOTICE OF CONFIDENTIALITY: URDesigns End User License Agreement ("EULA"), which follows, contains information and data that is proprietary and/or confidential to URDesigns. This information and data are not made available for public review and is submitted to the Customer only in response to a specific request for quote 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 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 EULA, or the information and data contained herein, is strictly prohibited. If you are not an authorized recipient, please contact URDesigns at info@URDesigns.com and destroy all copies of this EULA.

1.0 DEFINITIONS:

- 1.1 Purchase Agreement:** means the ordering documents for purchase/licensing of URDesigns software, applications goods and/or services, including any addenda thereto, entered into between Licensee and URDesigns from time to time. To the extent Licensee procures URDesigns software, applications, goods, or services via a 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 15.2 (Conflicting terms) and/or Section 19.0 (Purchases from a Reseller).
- 1.2 The URDesigns Enterprise Software** generally consists of the URDesigns Enterprise Logic Server(s), URDesigns Integration API's, URDesigns Messaging, URDesigns iOS Application(s), URDesigns Android Application(s), URDesigns External API Integration(s), URDesigns Web Site(s) and the URDesigns API Server(s). Not all software/components listed herein may be included depending on the applicable Product Suite(s), Software version, and/or Purchase Agreement(s) and additional fees may apply and are not included unless specifically itemized in the Purchase Agreement.
- 1.3 URDesigns Enterprise Logic Server(s):** are the server(s) when installed manage and coordinate the communications to the URDesigns Integration API's, URDesigns Messaging, URDesigns iOS Application(s), URDesigns Android Application(s), URDesigns External Integration(s), URDesigns Web Site(s) and the URDesigns Import Export API Server(s)
- a. **URDesigns Integration APIs:** are the API's that allow connectivity from external systems using JSON or XML to push and pull Data into and out of the URDesigns Software.
 - b. **URDesigns Messaging Server(s)** allows End Users to communicate with each other and track responses in a ticketing fashion.
 - c. **URDesigns iOS Application(s):** these are application(s) that were developed to be downloaded and access from the Apple Store and run-on Apple Devices like iPhone, iPad etc.
 - d. **URDesigns Android Application(s):** these are application(s) that were developed to be downloaded and access from the Google Play and run-on Android Devices like Android Phone, Tablets, etc.
 - e. **URDesigns External API Integration(s):** integration developed to pull and push data to and from non-URDesigns Servers.
- 1.4 URDesigns Web Server(s):** are servers built to server up URDesigns Web Site(s) and run in the corporate network and in the DMZ.
- a. **URDesigns Web Site(s):** web sites Running on IIS to access the Data collected and update data. Also, Site(s) like the following. URDesigns Visual Dispatch, URDesigns Visual Scheduler and URDesigns Customer Engagement Management.
 - b. **URDesigns Import/Export Server(s):** API used for Bulk Import and Export of Data. Enabling Manual Add, Edit and Delete of records as well as Import of CSV's into Core Data.
- 1.5 Client Software:** refers to Windows Clients, Web Clients, Mobile Applications, collectively.

- 1.6 URDesigns Platform Software:** shall mean the applicable Core Software. Client Software, collectively, in a form typically capable of being executed.
- 1.7 Licensed Applications:** shall mean URDesigns applications, and the components thereof, that are owned by URDesigns, as may be made available to Licensees by URDesigns as detailed in the applicable Purchase Agreement.
- 1.8 Software:** shall mean, collectively, the applicable Platform Software and Licensed Application(s), both as identified in the Purchase Agreement(s), together with the URDesigns Application Programming Interface ("API").
- 1.9 White Label Application(s):** shall mean, collectively URDesigns 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 Licensee.
- a. **White Label Definition:** 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.
- 1.10 Subscription:** shall mean, for purposes of this EULA, the joint provision of Software licenses, Maintenance, and/or Support as detailed in the applicable Purchase Agreement.
- 1.11 Subscription Term:** refers to the period of time for which Licensee has acquired the Subscription from URDesigns, as specified in the applicable Purchase Agreement.
- 1.12 End-User:** is defined as a single individual utilizing one instance of URDesigns Software running on either a single Handheld Computer, Smartphone, Tablet, Laptop or Desktop Windows Computer, or other computing device, whether natively (Client Application(s)) or via an Internet Browser (Client Browser(s)).
- 1.13** URDesigns offers its software in various combinations of features and functionality, which are referred to as **Product Suite(s)**. Each is subject to certain business, commercial and technical limitations. The Product Suites are more fully described a <https://ur-designs.com/pricing-table/> and in URDesigns documentation.
- 1.14** For purposes of Section 3.2 (Ownership of Software), **Custom Code** shall be defined as set forth in the URDesigns Standard Terms and Conditions ("STC"), available at <https://ur-designs.com/terms-docs/>.
- 1.15 Intellectual Property:** means any patents, patent rights, design rights, copyrights, database rights, trade secrets, know- how, trademarks, trade names, service marks or other intellectual property embodied therein and all applications and rights to apply for registration or protection rights pertaining thereto, in existence at the date hereof or created in the future.
- 1.16** For purposes of this EULA only, **Confidential Information** refers to non-public information that Licensee may obtain from URDesigns or have access to by virtue of this Agreement, including, but not limited to, URDesigns data and proprietary software and computer operations, all code, inventions, algorithms, business concepts, workflow, marketing, financial, business and technical information, the terms and pricing under this Agreement, authentication credentials associated with the use of the software, personal data and all information clearly identified as confidential.

- 1.17 Outside Causes(s):** shall mean and refer to 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), third party or non-URDesigns software or system, database, network, infrastructure and/or information technology, or any other Occurrence that is not within URDesigns sole and direct control. An "Occurrence" shall mean, collectively, any issue, happening, event, act, matter, source, consequence, cause, or other occurrence, of any kind or nature.
- 1.18 URDesigns Deliverables:** shall refer to URDesigns license(s), software, Support, goods and/or services of any kind or nature whatsoever.
- 1.19** To clarify, where the terms "you", "your", "your employer", "User(s)", "End-User(s)", "Licensee Client(s)" or "Licensee" are used in relation to the actions of 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, affiliates, managers or other individuals or entities acting on behalf of or associated with Licensee shall constitute actions of Licensee.
- 2.0 License Grant:** Subject to the terms of this Agreement, any applicable Purchase Agreement(s), and the timely payment to URDesigns of all applicable fees when due, URDesigns hereby grants Licensee a limited, non-exclusive, non-transferable license, without rights to sublicense, to use the Software identified in your Purchase Agreement during the Subscription Term.
- 2.2 Subscription Failure / Loss of Access:** Failure to renew your subscription prior to expiration of your Subscription Term, or failure to timely make any payment, shall result in loss of access to the Software and possible loss of data; in such event, you shall have no rights to access, use, or in any way benefit from any software, goods or services (or the products of any such software, goods or services) contemplated herein. You are solely responsible for making 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, or use. If URDesigns does not receive payment 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 shall be entitled to immediately terminate or suspend your access to the Software in its sole discretion, with or without notice. URDesigns reserves the right to take all steps necessary to collect amounts due from you, 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 a collection agency, you will additionally be liable for any recovery fees charged by the agency. The Software, whether licensed on subscription monthly or subscription annual basis, requires Licensee to allow their URDesigns Server(s) to connect to URDesigns licensing system(s) via the internet at all times; disruption of this connection may result in loss of access to the URDesigns Software, and possible loss of data, for which URDesigns shall not be liable.
- 2.3 Maintenance & Support: Maintenance:** (updates) for the applicable Platform Software is included in subscription payment(s); Any Maintenance or Support procured/used by Licensee shall be governed by the terms and conditions of the CSSA.
- 3.0 Restrictions of Use:** All rights not expressly granted herein are retained by URDesigns and its licensors. Except as stated above, this Agreement does not grant any Intellectual Property rights in the Software. You may not sell, rent, lease, or sublicense the Software. Licensee is prohibited, without the prior express written consent of URDesigns (in its sole discretion), being it for remuneration or not, from (i) assigning or transferring any of its rights, duties, or license to use the

Software under this Agreement to third parties by act of law or by agreement, including without limitation through a merger or change of control; (ii) releasing the benchmark tests of the Software; (iii) hiring out, sub-licensing, selling, disposing of or pledging the Software; or (iv) passing and/or accepting the Software into control and/or use of a third party, including without limitation outsourcing. Licensee shall not allow any third party to access the Core Software (ex: the URDesigns Administration) or the URDesigns API without URDesigns prior express written consent after a full and accurate signed disclosure by Licensee of the exact nature and circumstances of its relationship with said third party. If Licensee should direct, allow or cause any third party to access its apps (via the Client Application(s)) or the Client Software itself, then at minimum, Licensee shall (a) require such third party agree in writing to the terms and conditions of this EULA and (b) indemnify URDesigns from and against any claims, actions, causes or disputes arising out of, relating to, or contributed to by such third party's use of the Software, The term "third party" also includes affiliated companies. Subject to the foregoing restrictions 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.

Copy Restrictions: The Software and the Documentation are protected, among other ways, by federal copyright law and international treaties. You may copy the Documentation for your use only. Any and all copies you make of the Software or Documentation must include URDesigns copyright, trademark, and other proprietary rights notices. You shall not under any circumstances, and shall not permit a third party to, (i) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover the source code of the Software, or (ii) prepare derivative works of the Software. or (iii) remove any product identification, copyright, trademark or other notice from the Software or the Documentation.

3.1 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.

- a. **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.
- b. **Infringement:** For the purpose of this Agreement Infringement shall mean the infringement of Intellectual Property specifically to and directly involving URDesigns Software under which it holds proprietary rights. Infringement may result from, among other activities, the unauthorized copying, duplication, usage with other products, development of derivative software, use to enhance or improve the software of others, and disclosure to others.
- c. **Covenant Not to Infringe:** Should Licensee contemplate using its own software in conjunction with certain URDesigns Software under this Agreement, Licensee agrees not to develop or in any way infringe on URDesigns Intellectual Property or benefit in any way specifically from URDesigns proprietary technology and agrees that the event of any such infringement would constitute a material breach and violation of URDesigns rights herein. Licensee further agrees and covenants not to use URDesigns

Intellectual Property to develop, enhance, or improve its software or otherwise assert (or permit any other party to assert on its own behalf) any right, title or interest (including, without limitation, copyrights or patents belonging to URDesigns) in or to the URDesigns Software and to take all actions necessary within its control and to the extent possible to protect the URDesigns property, including but not limited to notifying URDesigns immediately in the event of any suspected infringements by any other party.

3.2 Ownership of Software: This license is not a sale of the Software or Documentation or any copy of the Software or Documentation. The Software's organization, structure, sequence, logic, and source code are valuable trade secrets of URDesigns and its licensors. All worldwide ownership of and all right, title, and interest in and to the Software and Documentation, and all copies and portions of the Software and Documentation, including without limitation, all Intellectual Property rights therein and thereto, are and shall remain exclusively in URDesigns and its licensors. Licensee shall have no right or interest in the source code of the URDesigns Software. Unless URDesigns elects (at any time) to expressly disclaim ownership in writing consistent with the provisions of STC Section 2.6 (Professional Services), any Custom Code developed by URDesigns shall belong to URDesigns along with all Intellectual Property rights thereto and is subject to the terms and conditions of this EULA.

4.0 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.

5.0 Termination: This Agreement is effective until terminated. URDesigns may, in its sole discretion, terminate this Agreement (and your access to the Software) immediately, with or without notice, if you violate, or threaten or attempt to violate the provisions of Sections 3.0 & 3.1 or the licensing restrictions imposed herein. Either party may terminate the Agreement immediately if the other party becomes insolvent and the entity licensed and authorized by the applicable law to act in relation to such insolvent party does not personally guarantee the future payment of any due fees. Otherwise, this Agreement may be terminated by either party for a breach of any of its material terms, provided the non-breaching party provides to the breaching party 30 days written notice describing the breach and offering the breaching party an opportunity to cure. Failure to cure a material breach within the notice period shall be grounds for immediate termination of this Agreement. Upon termination, you agree to remove all copies of the Software or any part of the Software from any and all computer storage devices and destroy or return to URDesigns the Software and all Documentation and Confidential Information. At URDesigns request, you or your authorized signatory shall certify in writing to URDesigns that all complete and partial copies of the Software. Documentation, and Confidential Information have been destroyed (or returned to URDesigns) and that none remain in your possession or under your control.

5.1 Survival: All provisions of this Agreement shall survive termination or expiration, except for Sections 2.0 & 11.0.

6.0 URDESIGNS WARRANTIES: Provided any claim, issue or error relating to these warranties is (a) filed with URDesigns in writing prior to expiration of the Warranty Period, (b) reproducible by URDesigns in a hardware/software environment

determined by URDesigns sole discretion to be sufficient for such testing, (c) any software involved has been properly installed and used, and (d) such software has not been modified by Licensee or any third-party, then URDesigns warrants to you, for the period of ninety (90) days from the date of the first Delivery of the Software, ("Warranty Period"), that URDesigns will replace any defective media on which the Software is provided and that the Software will substantially conform to the material specifications set forth in the Documentation. Such warranties are for your benefit only and are non-transferrable. Notwithstanding the foregoing, Licensee is solely responsible for all costs, terms, and conditions (and its compliance therewith) associated with its use of third-party software, third-party API's, goods, or services, including without limitation, and URDesigns makes no warranties (express or implied) with regard thereto. Any Maintenance, supplements, or updates to the Software, including without limitation, any service packs, hot fixes, development efforts, or other services provided to you shall not extend the Warranty Period and shall not be covered, warrant or condition, express, implied, or statutory.

6.1 Disclaimer of Warranties: URDESIGNS DOES NOT WARRANT THAT THE SOFTWARE, SUPPORT, DOCUMENTATION, OR ANY GOODS OR SERVICES WILL OPERATE OR BE UNINTERRUPTED. ERROR-FREE (OR THAT ALL ERRORS CAN OR WILL BE CORRECTED), COMPLETELY SECURE, OR WILL MEET YOUR REQUIREMENTS. LICENSEE ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF LICENSEE'S PRIVACY, CONFIDENTIAL INFORMATION, OR OTHER MATERIALS, FOR WHICH URDESIGNS IS NOT RESPONSIBLE. IF HOSTED OR ACCESSED FROM A THIRD-PARTY STORE OR OTHER DISTRIBUTION METHOD, URDESIGNS DOES NOT WARRANT THAT THE SOFTWARE WILL ALWAYS BE AVAILABLE. URDESIGNS SHALL NOT BE LIABLE FOR AND MAKES NO WARRANTY WITH REGARD TO. ANY ISSUES OR NONCONFORMANCE CONTRIBUTED TO OR CAUSED BY ANY HARDWARE OR SOFTWARE OTHER THAN THE URDESIGNS SOFTWARE LICENSED HEREIN. EXCEPT AS SET FORTH IN SECTION 6.0 ("URDESIGNS WARRANTIES"), AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, URDESIGNS PROVIDES THE SOFTWARE, SUPPORT, DOCUMENTATION, OR ANY GOODS OR SERVICES "AS IS AND WITH ALL FAULTS"; URDESIGNS HEREBY SPECIFICALLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, STATUTORY NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS AND ANY WARRANTY THAT MAY ARISE BY REASON OF TRADE USAGE. CUSTOM OR COURSE OF DEALING: YOU HEREBY EXPRESSLY WAIVE ANY AND ALL SUCH WARRANTIES. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR, AND URDESIGNS MAKES NO WARRANTY WITH REGARD TO, THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS AND OWNERSHIP OF ALL LICENSEE'S CONTENT, APPLICATIONS, OR OTHER MATERIALS, ANY ISSUES RELATING TO OR CONTRIBUTED TO BY LICENSEE'S NETWORK, INFRASTRUCTURE, CHOICE OF HARDWARE (INCLUDING BUT NOT LIMITED TO DEVICES AND PERIPHERALS), OPERATING SYSTEM, FIRMWARE, DISTRIBUTION METHOD, THIRD PARTY SOFTWARE, OR ANY OTHER MATTER NOT WITHIN URDESIGNS'S SOLE AND DIRECT CONTROL AND ANY NONCONFORMANCE THAT RESULTS FROM OR IS CONTRIBUTED TO BY THE FOREGOING.

7.0 EXCLUSIVE REMEDY: Your exclusive remedy for any breach of the URDesigns Warranties is as set forth below. Except for any refund elected by URDesigns, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software does not meet URDesigns Warranties, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 8 ("Limited Liability") are also incorporated into this provision. During the Warranty Period, your exclusive remedy, and URDesigns exclusive obligation and liability with respect to Software that does not conform to the express warranties set forth in Section 6.0 shall be to use commercially reasonable efforts to correct or to provide a workaround for a material nonconformance in

the Software; you agree to cooperate with URDesigns and to provide URDesigns with all available information in sufficient detail to enable URDesigns to reproduce and attempt to correct such nonconformance of the Software; corrections by URDesigns shall be made at URDesigns facilities unless the Parties agree otherwise (travel expenses will be borne by you); if it is determined by URDesigns that there is no error in the Software, you shall reimburse URDesigns for its services at a rate of \$250 per hour plus related investigatory costs. In the event URDesigns is unable to correct a material nonconformance in the Software (or find a workaround) and if in URDesigns opinion such correction/workaround is not reasonably feasible, URDesigns will refund prepaid license fees to you under the following terms and conditions: (1) you shall properly deactivate the Software, then return or destroy all copies of the Software and Documentation and certify the same to URDesigns in writing; (2) after URDesigns receives your certification, URDesigns will refund your license fee for the Software either (a) in the amount of your most recent prepaid subscription license payment received by URDesigns, reduced in proration for the time before your license(s) were deactivated, or (Notwithstanding the above, URDesigns shall have no obligation to refund any license fees if the nonconformance is contributed to or caused by an operating system issue, third party hardware provider, refusal/failure to implement an advised workaround, hosting provider, store and/or any other distribution method or circumstance over which URDesigns has no direct control.

8.0 LIMITED LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU AND UNDER NO CIRCUMSTANCES SHALL URDESIGNS (OR ITS SUPPLIERS OR REPRESENTATIVES) BE 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 DUE TO (i) TERMINATION/SUSPENSION OF YOUR LICENSE OR (ii) UNANTICIPATED OR UNSCHEDULED DOWNTIME: (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES: (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS MADE BY LICENSEE 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 (I) ANY DAMAGES THAT RELATE TO OR ARE CONTRIBUTED TO BY OUTSIDE CAUSES. THE PARTIES AGREE THAT ANY LIMITATIONS ON LIABILITY IN THIS AGREEMENT SHALL SURVIVE EVEN IF THE LIMITED REMEDIES OF SECTIONS 6, 7 OR 11 ARE STRICKEN. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, URDESIGNS'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR ANY SOFTWARE SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY URDESIGNS 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, IN THE EVENT, DAMAGES SHALL BE LIMITED TO THE SOFTWARE GIVING RISE TO THE CLAIM AND SHALL NOT INCLUDE AMOUNTS FOR ANY HOURLY OR SERVICE- RELATED CHARGES. THE PROVISIONS OF THIS SECTION 8 ALLOCATE RISKS UNDER

THIS AGREEMENT BETWEEN LICENSEE AND URDESIGNS: URDESIGNS FEES FOR THE GOODS AND SERVICES REFLECT THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

9.0 U.S. GOVERNMENT RIGHTS: If you are the U.S. Government you agree: (a) with respect to civilian agencies, that the Software is "commercial computer software" and related documentation licensed in accordance with the Federal Acquisition Streamlining Act of 1994 (FASA) and in accordance with the terms of this commercial computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; or (b) with respect to defense agencies, the Software is licensed in accordance with 48 C.F.R. 227.7202-1 of the DoD FAR Supplement and its successors. You acknowledge that the Software is unpublished and that all rights are reserved under the copyright laws of the United States.

10.0 EXPORT: You agree that you will not directly or indirectly, export or re-export, or knowingly permit the export of the Software or Documentation to any country to which the United States has embargoed goods, to anyone on the U.S. Treasury Department's list of Specifically Designated Nationals or the U.S. Commerce Department's Table of Denial orders, or to any country for which the United States Export Administration Act, or any similar United States law or regulation requires an export license or other Government approval, unless the appropriate export license or approval has first been obtained. By downloading or installing the Software you agree to abide by this Export provision.

11.0 INDEMNIFICATION

11.1 Infringement Indemnity: THIS SECTION 11.1 STATES THE ENTIRE LIABILITY OF URDESIGNS AND YOUR SOLE AND EXCLUSIVE REMEDY. WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS. AND URDESIGNS SHALL HAVE NO ADDITIONAL LIABILITY WITH RESPECT TO ANY ALLEGED OR PROVEN INFRINGEMENT

- a. Subject to the terms and conditions set forth in this Section 11.0, URDesigns will defend or settle, at its own expense, any legal action brought against you by a third party to the extent that it is based on a claim that the Software used within the scope of this Agreement infringes a patent or copyright protected by the laws of the United States, and URDesigns will pay any final judgment against you in any such action if attributable to any such claim or incurred by you through settlement of such claim. However, such defense and payments are subject to the conditions that you must : (i) notify URDesigns promptly in writing of such claim, (ii) permit URDesigns to have sole control of the defense, negotiations, compromise or settlement of such claim, including any appeals, (iii) give URDesigns full authority, information, and assistance and fully cooperate with URDesigns in the defense or settlement of such claim URDesigns will pay those reasonable legal costs, damages or fees incurred by you in connection with such action or claim.
- b. Should the Software become, or in URDesigns opinion be likely to become. the subject of any such infringement claim, you shall permit URDesigns, at URDesigns option and expense, to (i) procure for you the right to continue using the Software, or (ii) replace or modify the Software so that it becomes non-infringing, or (iii) terminate the right to use the Software, upon which termination you agree to promptly destroy all copies of the Software and certify the same to URDesigns in writing; once URDesigns receives your certification of destruction, URDesigns will refund your license fee for the Software either (a) in the amount of your most recent subscription license payment received by URDesigns, reduced in proration for the time before your license(s) were deactivated.
- c. Notwithstanding paragraphs 11.1(a) & (b) above, URDesigns shall have no liability, and Licensee shall not be indemnified, for any claim of patent, copyright or trade secret infringement that is based, in whole or in part, on: (i) the use of other than the latest version of the Software, if such infringement could have been avoided by the use of the latest version; (ii) the use or combination of the Software with software, hardware or other materials not recommended by URDesigns, provided such infringement would not have arisen but for or was contributed to by such use or combination; or (iii) use of the Software in a manner other than that for which it was designed or contemplated as

evidenced by URDesigns Documentation; (iv) your use of URDesigns software, goods or services, otherwise than in accordance with this Agreement; (v) a claim alleging that any software, applications, or other works you created, or were involved in the creation of, infringes the rights of, or has caused harm to, a third party; (vi) any unauthorized modification by you or a third party of the Software, (vii) any compliance with designs, plans or specifications furnished by you or on your behalf; (viii) a claim which, if true, would constitute a violation by you of this Agreement, and/or fraud, gross negligence, or willful, malicious or otherwise intentional misconduct on your part; or (ix) a claim arising from breach by you or otherwise arising from or contributed to by Outside Causes. You agree to promptly notify URDesigns of any patent, copyright or trade secret claims brought against you that in any way relate to URDesigns or its goods or services; any failure on your part to promptly notify URDesigns of such claims shall void any and all obligations of URDesigns to indemnify or defend you.

11.2 Indemnification for Your Actions:

- a. You agree to defend, indemnify and hold harmless URDesigns, its affiliates, directors, officers, employees, and agents from and against any and all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and any disbursements and/or costs of investigation, litigation, settlement, judgment, interest and penalties) incurred by URDesigns or incurred or asserted by any third party arising out of, relating to, or contributed to by the following: (a) your use of software, goods or services, otherwise than in accordance with this Agreement; (b) a claim alleging that any software, applications, or other works you created or were involved in the creation of, infringes the rights of, or has caused harm to, a third party; (c) a claim, which if true, would constitute a violation by you of any Agreement(s) with URDesigns; (d) a claim, which if true, would constitute fraud, gross negligence, or willful, malicious, or otherwise intentional misconduct on your part; (e) any use of the URDesigns Software by a third party; and (f) a claim arising from or related to breach by you.
- b. If URDesigns is asked to participate, respond to, analyze, testify or produce documents, comment on, or in any way make efforts relating to a legal matter that, as determined by URDesigns in its sole discretion, is or may be subject to provision 11.2(a), then any related efforts performed or expenses incurred by URDesigns shall be billable to Licensee on a time and materials basis at the greater of (i) \$250 per hour or (ii) the amounts billed to URDesigns; Licensee will also reimburse URDesigns for any related attorney fees and costs. URDesigns may issue to Licensee one or more invoices at any time for such amounts (including legal fees and costs URDesigns has paid to date) and such amounts shall be immediately due and payable. Should a court, arbitrator, or other adjudicative body determine that this provision 11.2(b), as drafted, shall not or cannot be unilateral and/or will be interpreted to be mutual for any reason, then in that event, URDesigns shall have the right and sole discretion to elect (at that time) that this provision be either (a) modified to the minimum extent necessary to make unilateral application appropriate, or (b) stricken in its entirety.

12.0 GENERAL

- 12.1 **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.
- 12.2 **Notices:** Notices under this Agreement shall be sufficient only if personally delivered, delivered by a major commercial rapid delivery courier service, or mailed via certified or registered mail, return receipt requested to a party at its addresses first set forth herein or as amended pursuant to this subsection. If not received sooner, notice by mail shall be deemed received 5 days after deposit in the U.S. mail.

12.2.1 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 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.

12.3 Unauthorized Access: You must immediately notify URDesigns if your registration information changes or you learn of or have reason to suspect any unauthorized use of your account, systems, or any other breach of security. Licensee shall be responsible for maintaining the confidentiality of its username, password, license key, and other sensitive data and is fully responsible for all activities that occur under or using Licensee's username, password, license key or other sensitive data Licensee also agrees that it will provide truthful and accurate information during the registration process. URDesigns may refuse to grant you a particular username or license key or require that your username or license key be changed, for any reason. in its sole discretion.

12.3.1 License Name: The name for the license provided by the Licensee must correspond with the business or entity name used by the Licensee as it is registered for a business license or similar registration, or in the event that Licensee is not registered, the business name Licensee uses for legal purposes. URDesigns reserves the right to unilaterally change a name provided by the Licensee and accepted by the Licensor with due observance of the preceding requirement.

12.4 Ongoing Development: Development of the URDesigns Software and other URDesigns products is an ongoing process with feature changes, improvements and enhancements added from time-to-time, which may affect your use of the software; URDesigns makes no representations or warranties with respect to the final feature set or delivery timeline for any URDesigns product(s) or Software. Applications ported, updated, moved, copied, or otherwise transferred from one version of the Software to another may require some modification, which shall be solely Licensee's responsibility.

12.5 Waiver: No delay or failure by either party to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver or amendment to this Agreement shall be effective only if it is in writing (by non-preprinted agreement of terms and conditions) and signed by authorized representatives of both parties, and then such waiver shall only be effective in the specific instance and for the purpose for which given.

12.6 Interpretation: 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 this EULA, the CSSA, the URDesigns Standard Terms and Conditions ("STC"), the Purchase Agreements, 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.

12.7 **Confidentiality:** During this Agreement and for a period of 3 years following its termination, Licensee shall hold in confidence and not use for any purposes unrelated to this Agreement or disclose to any third party (except Licensee's employees, agents or contractors who have a need to know and who are subject to confidentiality restrictions at least as restrictive as those herein) any Confidential Information of URDesigns. Licensee agrees to take all reasonable steps to ensure that the Confidential Information is not disclosed or distributed by its employees, contractors, or agents in violation of the terms of this Agreement. Licensee may disclose such Confidential Information either: (i) in response to a valid order by a court or other governmental or regulatory body; (II) as otherwise required by law; or (III) as necessary to establish the rights of Licensee under this Agreement. Licensee must promptly give notice to URDesigns of any such intended disclosure and allow URDesigns to object or seek a protective order, to the extent legally permitted. Licensee shall not be obligated under this Section 12.7 with respect to Confidential Information that: (a) lawfully is or becomes part of the public domain through no act or omission of Licensee; (b) was in Licensee's lawful possession without restriction prior to the disclosure and had not been obtained by Licensee from a third party in breach of any confidentiality obligation; (c) is lawfully disclosed to Licensee by a third party without restriction on the disclosure; or (d) is independently developed by Licensee without access to or use of, either directly or indirectly, the Confidential Information. Promptly upon the request of URDesigns, Licensee will destroy (and so certify in writing) or return to URDesigns all Confidential Information and all documents or media containing any such Confidential Information and all copies or extracts thereof.

12.8 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.

13.0 **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 behalf of Licensee, whichever occurs first, and regardless of whether Licensee downloads, installs, or uses the software.

14.0 **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.

15.0 **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.

- 15.1 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.
- 15.2 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.
- 16.0 **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.

17.0 DISPUTE RESOLUTION

17.1 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:

- 17.2 **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.

17.3 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.

17.4 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.

17.5 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.

17.6 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.

18.0 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 URDesigns Deliverables 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.

19.0 PURCHASES FROM A RESELLER: 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.

19.1 Definitions: For purposes of this Section 19, the term ("URDesigns Agreements") shall include without limitation, the URDesigns Purchase Agreement(s), URDesigns EULA, CSSSA, 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.

19.2 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 our 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 Partner(s); 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 Agreements) 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 Agreement(s), 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 15.2 (Conflicting terms) and/or Section 19.0 (Purchases from a Reseller).

19.3 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.

19.4 Applicability of this Section: If you are uncertain as to the applicability of Section 19 to your purchase/license, contact URDesigns for further information at (562) 999-2680 or info@URDesigns.com (attn.: legal department).

20.0 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.

20.1 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.

21.0 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