

TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE (THE “**AGREEMENT**”) CAREFULLY AS IT IS A LEGAL AGREEMENT BETWEEN YOU (“**YOU**”, “**YOUR**” OR “**YOURS**”) AND STORAGE FLEET, LLC (“**FLEET**,” “**US**,” “**WE**” OR “**OUR**”). BY USING THE SERVICE AND SOFTWARE AND ACCESSING THE WEBSITE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, ACCESS, COPY AND/OR USE THE SOFTWARE AND SERVICE AND, IF PRESENTED WITH THE OPTION TO “AGREE” OR “DISAGREE” TO THE TERMS, CLICK “DISAGREE”. PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A BINDING ARBITRATION AND WAIVER OF CLASS ACTION RIGHTS PROVISION THAT REQUIRES THE USE OF INDIVIDUAL ARBITRATION TO RESOLVE DISPUTES AS SET FORTH BELOW.

I. REGISTRATION; ACCESS AND USAGE

This Agreement governs the use of services provided by Fleet to you concerning the online storage of your data and materials (“**Materials**”) via Fleet’s distributed network (the “**Service**”). The Service will be provided through the use of Fleet’s software (“**Software**”). This Agreement shall be effective on the date you register for an account (“**Account**”) for access to the Service (the “**Effective Date**”) and provide all necessary information as required by Fleet.

II. SOFTWARE LICENSE.

You have a non-exclusive, non-sublicensable, non-transferable right to use the Software to receive the Service pursuant to this Agreement during the term hereof solely for your internal business purposes subject to the limitations set forth herein (the “**License**”). Fleet may update the content, functionality, and user interface of the Software from time to time in its sole discretion. Your use of the Software is conditioned upon your compliance at all times with the terms of all applicable documentation, meaning any information that describes the Service, provides instructions or recommendations related to the configuration and/or use of the Service, or otherwise informs you of the intended use of the Service, including, but not limited to content provided directly to user or published at www.storagefleet.com, or otherwise made available in conjunction with the Service or Software (“**Documentation**”) and for satisfying all technical requirements of the Software, including any requirements set forth in the Documentation for ensuring that the Software performs properly.

Notwithstanding anything herein to the contrary, Fleet reserves the right to change or update the Software and the Service at any time. Such changes will be documented in the Documentation prior to, or within a reasonable amount of time following, such changes. If such changes are not backwards compatible, Fleet will continue to provide support for such incompatible release for a minimum of three (3) months. If Fleet determines that it will deprecate support for the incompatible release, Fleet will provide a minimum of three (3) months’ notice that the unsupported release will be deprecated via email and by publishing such notice in the Documentation.

Fleet will provide Software support in accordance with the terms and conditions of Fleet’s service level agreement as further detailed on Fleet’s website at www.storagefleet.com.

III. USAGE RESTRICTIONS.

You agree that you will not (a) reverse engineer, copy, modify, adapt, hack the Service or otherwise attempt to gain unauthorized access to the Service or its related systems or networks; (b) without authorization, access the Service, the Documentation, or Fleet's Confidential Information (as hereinafter defined) to build a competitive product or Service; (c) alter or remove, or permit any third party to alter or remove, any proprietary trademark or copyright markings incorporated in, marked on, or affixed to the Service; (d) access or use the Service: (i) to store infringing, obscene, threatening, or otherwise unlawful material, including material violative of third-party privacy rights; (ii) in violation of applicable laws; (iii) to store material knowingly or intentionally containing software viruses, worms, trojan horses, or other harmful computer code, files, or scripts; or, (iv) in a manner that interferes with or disrupts the integrity or performance of the Service (or the data contained therein).

You agree that you shall not use the Service to send or store personal information subject to special regulatory or contractual handling requirements (e.g., Payment Card Industry Data Security Standards, the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act, and any similar data protection laws) including without limitation: credit card information, credit card numbers and magnetic stripe information, social security numbers, driver's license numbers, passport numbers, government-issued identification numbers, health-related information, biometric data, financial account information, personally identifiable information collected from children under the age of 13 or from online service directed toward children, and real time geo-location data which can identify an individual, or information deemed "sensitive" under applicable law (such as racial or ethnic origin, political opinions, or religious beliefs).

IV. DERIVED DATA.

Except for any rights expressly granted under this Agreement, Fleet owns and shall retain all right, title, and interest in and to the Software and Service (including any improvements, enhancements, customizations, and modifications thereto), the Documentation, Fleet Confidential Information, and the Derived Data, including, without limitation, all related intellectual property rights therein. For purposes hereof, the term "Derived Data" means data derived from operation of the Service, and any data that is aggregated by Fleet (including aggregations with data sourced from other customers and other third party data sources), and data and information regarding your access to and participation in the Service, including, without limitation, statistical usage data derived from the use of the Service and configurations, log data and the performance results related thereto.

V. RIGHT TO SUSPEND.

Fleet may immediately, with or without notice, suspend your Account in the event you: (a) violate this Agreement (b) use the Service in a manner that Fleet reasonably believes may cause a security risk, a disruption to others' use of the Service or liability for Fleet.

VI. PAYMENT

You will pay the Fees and any other amounts due as you are otherwise notified for the Service based upon the amount of space and bandwidth you utilize ("**Fees**"). The Fees shall be based upon the rates established by Fleet and as published on Fleet's website at www.storagefleet.com. All Fees are exclusive

of any applicable taxes, which are your sole responsibility. We will provide notice at least thirty (30) days in advance of any increase to the Fees.

Except where otherwise indicated via the Service, we will charge all Fees to a payment method designated by you from the available options as provided on Fleet's website @ www.storagefleet.com (the "**Payment Method**"). You represent and warrant that you are authorized to use the Payment Method and authorize us to charge all amounts due hereunder to the Payment Method. If your Payment Method cannot be verified, is invalid, or is not otherwise acceptable, your right to use the Service may be suspended and/or terminated automatically. Fees will be charged on a monthly basis based on your prior month's usage. You can avoid incurring future Fees at any time by discontinuing your use of the Service to store your Materials.

Except as prohibited by law, we may assess a late charge if you do not pay Fees when due which you will pay at the lesser of 1.5% of the unpaid amount per month or the maximum rate permitted by law along with our costs of collection including but not limited to reasonable attorneys' fees and other legal fees and costs. In addition, we may suspend and/or terminate your access to the Service immediately without notice if you fail to pay Fees on time.

VII. MATERIALS

You grant Fleet a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, and fully sublicensable right to reproduce, modify, distribute, and export the Materials solely as necessary to meet our obligations hereunder and to comply with your instructions to store such Materials via the Service. Fleet does not guarantee the maintenance of any Materials and is not responsible for any loss, misuse, or deletion of Materials or any failure of any Materials to be stored or encrypted. You are solely responsible for backing up and maintaining copies of the Materials. You are responsible for properly configuring and using the Service to store your Materials and for maintaining appropriate security of your Materials, which includes encryption.

You are solely responsible for ensuring that storage of your Materials via the Service is in compliance with all applicable laws. We make no representations or warranties regarding the suitability of the Service for the storage of any particular types of data or for your specific usage. Fleet makes no representation or warranty that the using the Service to store any Materials that include personal data or sensitive data requiring heightened security protections complies with any specific regulations or laws, including without limitation (i) "protected health information," as defined under the Health Insurance Portability and Accountability Act ("HIPAA"), (ii) "cardholder data," as defined by the Payment Card Industry Data Security Standard ("PCI DSS"), or (iii) "Sensitive Personal Data" as defined under the General Data Protection Regulation, Regulation (EU) 2016/679 ("**GDPR**") and other applicable law. You must provide all notices to, and obtain any necessary consents from, third parties as required by applicable law in connection with the storage of Materials via the Service. We reserve the right at any time, without notice, to remove, reject or delete any Materials that contain unencrypted and/or plain text data or otherwise violate this Agreement.

VIII. TERM AND TERMINATION

This Agreement commences on the Effective Date and shall remain in effect per the terms below. Either party may terminate this Agreement if the other party: (a) is in material breach of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice from the non-breaching

party, except where termination may be earlier affected as otherwise stated in this Agreement; or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within sixty (60) days, however, you may not terminate this Agreement until all of your Materials are removed from Fleet's network.

Upon expiration or termination of this Agreement for any reason, all use of the Service and any other rights granted to you under this Agreement shall immediately terminate, and you shall immediately cease all use of the Service. You acknowledge and agree that when your subscription expires, or if your access to the Service is otherwise suspended or terminated for any reason, you will no longer have access to the Materials stored in Fleet's network and your Materials may not be recoverable. As earlier stated, there is no guarantee that any Materials will be available on demand or retrievable at any time. You are responsible for maintaining backup copies of all Materials at all times. Fleet is not responsible for any loss or damage to any Materials. If Fleet terminates or suspends your access to the Service for reasons other than your breach of the Agreement, negligence, or misconduct, Fleet will make commercially reasonable efforts to provide you an opportunity to retrieve your Materials.

IX. INDEMNIFICATION.

To the fullest extent permitted by applicable law, you agree to defend, hold harmless, and indemnify Fleet from and against any and all losses, liabilities, claims, or demands, including but not limited to reasonable attorney's fees, made by any third party due to or arising out of (i) your use of the Service, (ii) the Materials; or (iii) your breach of any of this Agreement. Fleet reserves the right to exercise sole control over the defense and settlement of any claim subject to indemnification hereunder at your expense. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Fleet. You may not settle and claim without our prior written consent.

X. CONFIDENTIALITY

During the course of performance under this Agreement, each party may make available to the other party information that is not generally known to the public and at the time of disclosure is either identified as or should reasonably be understood by the receiving party to be proprietary or confidential (the "**Confidential Information**"). Confidential Information specifically includes, but is not limited to, specialized telemetry data or dashboards, Fleet business plans, product plans and roadmaps, strategies, forecasts, projects and analyses, financial information and fee structures, business processes, methods and models, and technical documentation. Confidential Information does not include information that (a) is or becomes publicly available without breach of this Agreement by the receiving party; (b) was known to the receiving party prior to its disclosure by the disclosing party; (c) is or was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is or was lawfully received by the receiving party from a third party under no obligation of confidentiality.

Except as otherwise expressly permitted under this Agreement, with the express prior written consent of the disclosing party, or as required by law, the receiving party will not disclose, transmit, or otherwise disseminate to a third party any Confidential Information of the disclosing party. The receiving party will use the same care and discretion with respect to the Confidential Information received from the disclosing party as it uses with its own similar information, but in no event less than a reasonable degree of care. The receiving party may disclose the disclosing party's Confidential Information to its employees, affiliates, consultants, subcontractors, agents, or advisors ("**Representatives**") who have a strict need to access the Confidential Information for the purpose of performing under this Agreement and only to those who are

obligated to maintain the confidentiality of such Confidential Information upon terms at least as protective as those contained in this Agreement. Either party may disclose the terms of this Agreement to potential parties to a bona fide fundraising, acquisition, or similar transaction solely for purposes of the proposed transaction, provided that any such potential party is subject to written non-disclosure obligations and limitations on use no less protective than those set forth herein.

The receiving party acknowledges that the remedy at law for breach of this Section X may be inadequate and that, in addition to any other remedy the disclosing party may have, it shall be entitled to seek equitable relief, including, without limitation, an injunction or injunctions (without the requirement of posting a bond, other security or any similar requirement or proving any actual damages), to prevent breaches or threatened breaches of this Section X by the receiving party or any of its Representatives and to enforce the terms and provisions of this Section X in addition to any other remedy to which the disclosing party is entitled at law or in equity.

The receiving party may access and disclose Confidential Information of the disclosing party if legally required to do so in connection with any legal or regulatory proceeding; provided, however, that in such event the receiving party will, if lawfully permitted to do so, notify the disclosing party within a reasonable time prior to such access or disclosure so as to allow the disclosing party an opportunity to seek appropriate protective measures. If the receiving party is compelled by law to access or disclose the disclosing party's Confidential Information as part of a civil proceeding to which the disclosing party is a party, the disclosing party will reimburse the receiving party for the reasonable costs of compiling and providing secure access to such Confidential Information. Receiving party will furnish only that portion of the Confidential Information that is legally required to be disclosed, and any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

XI. DISCLAIMERS.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND FLEET AND ITS SUBCONTRACTORS AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT FLEET DOES NOT WARRANT THAT ACCESS, USE, OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED. FLEET IS NOT RESPONSIBLE FOR AND DISCLAIMS ALL LIABILITY RELATED TO DELAYS, DELIVERY FAILURES, INTERCEPTION, ALTERATION, OR OTHER DAMAGE RESULTING FROM MATTERS OUTSIDE OF ITS CONTROL, INCLUDING PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE AND PERSONAL COMPUTING DEVICES, TRANSMISSION OF ELECTRONIC COMMUNICATIONS OVER THE INTERNET OR OTHER NETWORKS, AND THIRD PARTY HOSTING SERVICE PROVIDERS. FLEET DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE MAINTENANCE, STORAGE, RETRIEVABILITY, OR CONDITION OF MATERIALS.

XII. LIMITATION OF LIABILITY.

CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL FLEET BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, RELATED TO LOSS OF REVENUE, INCOME, OR PROFITS, LOSS OF USE OR DATA, DAMAGES FOR BUSINESS INTERRUPTION, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICE) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR TO THE ACCESS OR USE OF THE SERVICE OR RELATED COMPONENTS, EVEN IF FLEET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, VIOLATION OF STATUTE, OR OTHERWISE. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, FLEET'S AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF THE SERVICE, OR OTHERWISE RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED, OTHER THAN TO THE LESSER OF FIFTY U.S. DOLLARS (\$50) AND THE AMOUNTS PAID BY YOU TO FLEET IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM FIRST AROSE. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND TO THE FULLEST EXTENT PERMITTED BY LAW.

XIII. EXPORT COMPLIANCE

The Software and elements of the Service may be subject to export laws and regulations of the United States and other jurisdictions. You represent that you are not named on any U.S. government denied-party list. You shall not access or use the Software or provide the Service in a U.S.-embargoed or any sanctioned country or region or in violation of any U.S. export law or regulation. You shall not use the Service to export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction you operate or conduct business.

XIV. GOVERNING LAW; INFORMATION DISPUTE RESOLUTION; ARBITRATION.

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH FLEET AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

Governing Law; Venue. This Agreement and any disputes arising under it will be governed by the laws of the State of Indiana without regard to its conflict of laws provisions, and each party consents to the personal jurisdiction and venue of the state or federal courts located in Fort Wayne, Indiana. The

application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Informal Dispute Resolution; Arbitration. The parties agree that most disputes can be resolved without resort to litigation. The parties agree to use their best efforts to settle any dispute directly through consultation with each other before initiating a lawsuit or arbitration. If, after good faith negotiations the parties are unable to resolve the dispute, the parties agree that any and all disputes arising out of or in any way relating to this Agreement, including without limitation its existence, validity or termination, shall be resolved according to Indiana law and exclusively by binding arbitration before a single arbitrator with the Judicial Arbitration and Mediation Service (JAMS) and pursuant to the then existing arbitration rules at JAMS. If the parties cannot agree upon selection of an arbitrator, then JAMS shall appoint an arbitrator experienced in the enterprise software industry. The place of the arbitration will be Allen County, Indiana unless otherwise agreed upon by the parties. The arbitration will be conducted in English. The arbitrator shall provide detailed written findings of fact and conclusions of law in support of any award. Judgment upon any such award may be enforced in any court of competent jurisdiction. The parties further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth herein is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the portions of this Section mandating arbitration shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes. Notwithstanding the foregoing, either party shall be entitled to seek injunctive relief as set forth in this Section XIV (“**Equitable Relief**”) above and to stop unauthorized use of the Software or infringement of Intellectual Property Rights. Disputes, claims, or controversies concerning either party’s Intellectual Property Rights or claims of piracy or unauthorized use of the Software or Service shall not be subject to arbitration. The parties further agree that the prevailing party in any action or proceeding to enforce any right or provisions under this Agreement, including any arbitration or court proceedings, will be entitled to recover its reasonable costs and attorneys’ fees.

XV. GENERAL.

Entire Agreement; Severability; Waiver. This Agreement sets forth the complete and final agreement of the parties concerning the subject matter hereof, and supersedes, replaces all prior agreements, written and oral, between them concerning the subject matter hereof. If a term of this Agreement to be invalid or unenforceable, the remaining provisions will continue in full force and effect. A party’s consent to, or waiver of, enforcement of this Agreement on one occasion will not be deemed a waiver of any other provision or such provision on any other occasion.

Amendment. We reserve the right to change this Agreement from time to time in our sole discretion. If we make material changes to this Agreement, we will provide notice of such changes, such as by posting the revised terms to the Software and updating the “**Last Updated**” date at the top of this Agreement. By continuing to access or use the Software or otherwise participate in the Service after the posted effective date of modifications to this Agreement, you agree to be bound by the revised version of the Agreement. If you do not agree to the modified Agreement, you must stop interacting with the Service and Fleet’s network.

Independent Contractors. The parties are independent contractors. No agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party has the power or authority to create or assume any obligation, or make any representations or warranties, on behalf of the other party.

Notices. Notices to Fleet made under this Agreement shall be made by email to support@storagefleet.com and in writing and delivered by certified, prepaid, U.S. mail (return receipt requested) or nationally-recognized overnight courier service to Storage Fleet LLC PO Box 66 Columbia City IN 46725 United States, ATTN: Legal Department. You agree to receive electronically all communications, agreements, documents, notices, and disclosures that we provide in connection with the Service (“**Communications**”). We may provide Communications in a variety of ways, including by e-mail, text, in-app notifications, or by posting them on the website or through the Service. You agree that all Communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Publicity. Fleet may identify you as a customer on its website and in print and other marketing materials using your name and logo.

No Agency. Other than as specified herein, neither party has any authority to create any obligation on behalf of the other.

Force Majeure. Except for payment obligations, neither Fleet nor you will be liable for delayed or inadequate performance of its obligations hereunder to the extent caused by a condition that is beyond the party’s reasonable control, including but not limited to natural disaster, civil disturbance, acts of terrorism or war, labor conditions, governmental actions, interruption or failure of the Internet or any utility service, and denial of service attacks (each a “**Force Majeure Event**”). The party affected shall be relieved from its applicable obligations as long as the Force Majeure Event lasts and hinders the performance of said obligations. The party affected shall promptly notify the other party and make reasonable efforts to mitigate the effects of the Force Majeure Event with reasonable dispatch; if Fleet is the party affected, this requirement can be satisfied by notice posted on its website.

Severability; No Waiver. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and remain enforceable between the parties. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party’s failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Assignment. You may not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, by operation of law or otherwise, without Fleet’s prior written consent, provided that consent for an assignment of this Agreement in its entirety (including all Orders) will not be required in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of a party’s assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. Subject to the foregoing, this Agreement will be binding and inure to the benefit of the parties, their respective successors, and permitted assigns. There are no third-party beneficiaries to this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes and replaces any prior or contemporaneous representations, understandings and agreements, whether written or oral, with respect to the subject matter hereof. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any addendum hereto. Notwithstanding any language to the contrary therein, no terms or conditions stated in any Documentation shall be incorporated into or form any part of this Agreement. Headers used in this Agreement are for convenience only and are not intended as, nor shall they be used as, an aid to interpretation.

Amendment. Fleet may revise this Agreement from time to time by posting the modified version on its website with or without prior notice to you, except as otherwise stated herein. By continuing to access or use the Service after the posted effective date of modifications to this Agreement, you agree to be bound by the revised version of the Agreement.

Survival. The following sections will survive the expiration or termination of this Agreement: all defined terms and Sections II. Software; IV. Derived Data; VI. Payment; VII. Materials; VIII. Term & Termination; IX. Indemnification; X. Confidentiality, XI. Disclaimers; XII. Limitation of Liability; XIII. Export Compliance; XIV. Governing Law; Information Dispute Resolution; Arbitration; and XV. General.

XVI. MISCELLANEOUS

This Agreement constitutes the entire agreement between you and Fleet relating to the subject matter of this Agreement. The failure of Fleet to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control. You shall not assign all or any portion of this Agreement to any third party without Fleet's prior written consent in its sole discretion. Any assignment in violation hereof shall be null and void. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. Headings used herein are for convenience only and are not intended, nor shall they be used, as an aid to interpretation.