

GLOBAL VELOCITY PRODUCT LICENSE AGREEMENT / EULA AND WARRANTY TERMS

THESE TERMS APPLY TO THE USE OF GLOBAL VELOCITY, INC. (“GLOBAL VELOCITY”) PRODUCT BY AN END-USER CUSTOMER (“CUSTOMER” OR “YOU”). FOR PURPOSES OF THIS AGREEMENT, A CUSTOMER IS ANY PERSON OR ENTITY PURCHASING OR LICENSING GLOBAL VELOCITY PRODUCT FROM GLOBAL VELOCITY OR ONE OF ITS AUTHORIZED RESELLERS OR DISTRIBUTORS. FOR PURPOSES OF THIS AGREEMENT, GLOBAL VELOCITY PRODUCT INCLUDES HARDWARE APPLIANCES (AND INCLUDED SOFTWARE AND PERIPHERALS), STANDALONE SOFTWARE AND SAAS SUBSCRIPTIONS.

READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS YOUR USE OF GLOBAL VELOCITY PRODUCT AND SPECIFIES YOUR RIGHTS AND OBLIGATIONS. YOUR INSTALLATION OR USE OF ANY GLOBAL VELOCITY PRODUCT CONSTITUTES AGREEMENT TO THE TERMS HEREIN.

1. SCOPE OF TERMS

1.1 Global Velocity sells, warrants and licenses Product in accordance with these terms. These terms set forth your rights and obligations with respect to Global Velocity Product.

1.2 Global Velocity shall not be bound by any additional and/or conflicting provisions in any order, release, acceptance or other written correspondence or other written or verbal communication unless expressly agreed to in writing signed by an authorized Global Velocity officer.

1.3 These terms may be revised or supplemented by Global Velocity from time to time. Notwithstanding the foregoing, Global Velocity shall honor all terms in effect at the time of purchase. Revised or supplemental terms will be distributed by posting on Global Velocity’s website and are incorporated by reference herein. Initial and continued use of Global Velocity Product constitutes acceptance of these terms, including any revised or supplemental terms as may be from time to time in effect.

2. DEFINITIONS

2.1 “**Documentation**” means Global Velocity’s published Product specifications at the time of purchase and other Global Velocity technical publications relating to use of the Product, such as reference, user, installation, systems administrator and technical guides provided to You by Global Velocity or published on the Global Velocity website.

2.2 “**Product**” means Global Velocity product (and upgrades thereto) including hardware appliances (and included Software and peripherals), standalone Software, Service (including SaaS subscriptions), supplies and any accompanying Documentation.

2.3 “**Service**” means Global Velocity technical support, maintenance, other technical consulting services or processing services, including services provided under maintenance services agreements, time & materials billing or subscription billing. Service includes application services provided by Global Velocity on a SaaS subscription basis.

2.4 “**Software**” means the software provided separately or with other Product (including embedded code, firmware and any ancillary software) and any upgrade releases thereto supplied by Global Velocity. References herein to the Software exclude reference to any open source components of the Software, which are covered by Section 3.5 below.

3. LICENSE, PROPRIETARY RIGHTS

3.1 **License Grant.** Global Velocity grants to You a personal, non-exclusive, non-sublicensable, non-transferable license to use its Product for your own internal use (provided that if a substantial portion of your business is to provide managed service provider services to your end-user customers, You may use the Product to provide those services, subject to the payment of required licensing fees and other restrictions in this Agreement). The license shall be perpetual unless the Product is provided for a specified term or on periodic license basis. You may make a single copy of any non-embedded Software and the Documentation solely for

archival, emergency back-up and disaster recovery purposes provided that all copyright and other proprietary notices of Global Velocity and its licensors are reproduced. Global Velocity retains all rights not specifically granted to You herein.

3.2 **Proprietary Rights.** Global Velocity Product is protected by US and international patent and/or copyright laws as well as other intellectual property laws. All intellectual property remains the property of Global Velocity and/or its licensors. “Intellectual property” includes all patents, copyrights, trade names, trademarks, trade secrets, know-how and any proprietary information or technology rights with respect to the Product. Any reference to the sale or transfer of Global Velocity Software or other intellectual property rights in this Agreement means to license in accordance with the terms of this Agreement. You acknowledge that no title to the intellectual property or Software is transferred to You and You will not acquire any rights to use the Product except for the specific license as expressly set forth in section 3.1 (“License Grant”) above.

3.3 **Use Restrictions.** You will not alter, deface, discard, or erase any media, documentation, licenses, copyright, trademark or proprietary rights notices of Global Velocity or any third party licensor. Except as expressly authorized herein. You will not copy, in whole or in part, the Product, including any provided Software. You will not (i) attempt to disassemble, decompile or otherwise reverse engineer the Product, including the Software, or otherwise attempt to learn the circuit, logic, or system design, source code, structure, algorithms or ideas underlying the Product including the Software; (ii) modify or create derivative works of the Product, including the Software; (iii) attempt to circumvent any password embodied in the Product, including the Software; (iv) install any other software to act on the Product; (v) publish or provide any results of benchmark tests run on the Product to any third party; or (vii) use Product to create or enhance your own product or a third party’s product; or (vii) use the Product other than in accordance with the Documentation.

3.4 **Third Party Intellectual Property.** Global Velocity may provide You with Product that bears a copyright notice, patent mark or other intellectual property mark of a third party. Except as otherwise provided herein, the license terms of this Agreement apply to that Product unless the Product is provided with a license agreement (including a “shrink-wrap” or “click” license) from the third party, in which case the terms of the third party’s agreement apply.

3.5 **Open Source.** Certain components of the Software may be open source components (as identified by Global Velocity in the Documentation) and are being distributed by Global Velocity to You under the terms of the Free Software Foundation’s General Public License (“GPL”) or other public licenses and are not covered by the license granted in these terms. Each open source component has its own copyright and applicable license conditions, and You should review the licenses within the documentation to understand your rights under them. If Global Velocity does not include the source code versions of such software in its materials, You may request that Global Velocity provide a machine-readable copy of the source code for such components pursuant to the terms of their respective public licenses (e.g., within three (3) years

of delivery of the applicable component under the GPL). Your use of such open source software is subject to the GPL and the other public licenses disclosed in the Documentation. All open source components incorporated into the Software are distributed on an “as is” basis WITHOUT WARRANTY OF ANY KIND and are subject to the further disclaimers in their applicable documentation. In no event will the copyright holder for the open source software be liable to You for damages, including any special, incidental or consequential damages arising out of the use or inability to use the software modules, even if such holder has been advised of the possibility of such damages.

3.6 Hot Backup. In the event You purchase a hot backup for a Product (i.e., a second Unit for the limited purpose of replacing the primary Unit in the event of its failure to operate), You may only use the same in the event of failure of the primary Unit. You will promptly report any failure of the primary Unit to Global Velocity.

3.7 Audit Right. Your use of any Product constitutes a grant to Global Velocity to audit your books and records to verify license compliance. Upon ten (10) days written notice by Global Velocity, You shall permit Global Velocity reasonable access to the Product as well as records relating to use of the Product so that Global Velocity may review your use for compliance with these terms.

3.8 Reservation of Rights. Global Velocity reserves (to itself and/or its licensors) all right, title and interest in any improvements, modifications and derivative works of licensed Product.

3.9 Maintenance Releases and Major Releases. Global Velocity will make Software releases that improve any Product You purchase available to You. Global Velocity will develop and distribute such releases only if and when Global Velocity determines it commercially feasible to do so. Global Velocity may charge a fee for any releases, it being understood that You are free to elect not to purchase the releases. **“Maintenance Release”** means a release that corrects errors or bugs, or offers minor improvements in functionality or performance that, taken as a whole, do not materially affect the overall value of the Product. **“Major Release”** means a release that provides significant improvements in functionality or performance and that, taken as a whole, materially affects the overall value of the Product. A Major Release does not include a new module which may be used in conjunction with the Product or but constitutes a new product offering.

4. LIMITED WARRANTY AND EXCLUSIONS

4.1 Limited Warranty

4.1.1 Limited Warranty – Hardware. Global Velocity warrants that Global Velocity hardware Product (appliances, peripherals and spare parts) will be free from material defects in workmanship as demonstrated by being in substantial compliance with the Global Velocity Specifications for the Product in effect at the time of purchase. Global Velocity’s sole obligation under this limited warranty shall be to repair or replace the Product (or any part thereof) at no cost. Global Velocity may replace the Product (or any part thereof) with reconditioned Product (or parts) that Global Velocity reasonably determines to be equivalent (or superior) in all material respects. Global Velocity reserves the right to refund the amount paid for the Product as its sole and exclusive remedy. This limited warranty is for a period of ninety (90) days from the date the Product was shipped or otherwise transferred to You, whichever is later.

4.1.2 Limited Warranty – Software. Global Velocity warrants that Global Velocity Software Product (including the software portion of appliances) will substantially conform to Global Velocity’s then current Specifications for the Software, provided the Software is properly installed on approved hardware and operated as contemplated in its Documentation. Global Velocity’s sole obligation under this limited warranty shall be to repair or replace the non-conforming Software with software that substantially conforms to Global Velocity’s Specifications. Global Velocity reserves the right to refund to You the amount paid for the Software as its sole and exclusive remedy. This limited warranty is for

a period of ninety (90) days from the date the Product was shipped or otherwise transferred to You, whichever is later.

4.1.3 Limited Warranty – SaaS. Global Velocity warrants that Global Velocity SaaS will substantially conform to Global Velocity’s published Specifications for the SaaS Product in effect at the time the service is rendered, provided the service is utilized on approved systems and operated as contemplated in its Documentation. (Global Velocity does not warrant that the service will be provided error-free or uninterrupted, or that Global Velocity will correct all service errors. Global Velocity does not control the transfer of data over communication facilities, including the Internet, and the service may be subject to limitations, delays and other problems inherent in the use of such facilities.) Global Velocity’s sole obligation under this limited warranty will be to correct the issue so that the service substantially complies with the Specifications at no cost to You. Global Velocity reserves the right to terminate the service and refund to You the remaining portion of the fee paid for the subscription period as its sole and exclusive remedy. This warranty begins on the scheduled start date for the service and continues for the length of the subscription period.

4.1.4 Limited Warranty – Other Services. Global Velocity warrants that Global Velocity Service (other than SaaS) will be performed in substantial accordance with Global Velocity published Service Specifications in effect at the time the Service is rendered. (Global Velocity does not warrant that the service will be provided error-free or within a particular time-frame or that Global Velocity will correct all service issues.) This warranty begins on the service date and continues for ninety (90) days. If Service is not provided as warranted, Global Velocity will re-perform the Service. Global Velocity reserves the right to refund to You the amount paid for the Service as its sole and exclusive remedy.

4.2 Warranty Claims; Exclusive Remedy. All warranty claims must be submitted in writing to Global Velocity before the expiration of the warranty term or such claims are waived in full. This limited warranty is subject to the exclusions and warranty claim procedure set forth below. **THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY GLOBAL VELOCITY AND IS YOUR SOLE AND EXCLUSIVE REMEDY.**

4.3 Warranty Exclusions

4.3.1 The warranty in Sections 4.1 above does not apply to any losses or damages caused by misuse, accident, abuse, neglect, negligence, tampering, abnormal physical or electrical stress, unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions or any variation from use specifications set forth in the Product Documentation, improper installation, repair, handling or maintenance by persons other than Global Velocity authorized personnel, malfunction of any non-Global Velocity equipment, use of third-party software, use of Product outside the scope of the license, beta, evaluation, donation, testing or demonstration purposes for which Global Velocity does not charge a purchase price or license fee, or any other cause not the fault of Global Velocity. In the case of beta, testing, evaluation, donation or free Software or Product, You acknowledge and agree that such Software or Product may contain bugs or errors and could cause system failures, data loss and other issues, and the You agree that such Product or Software is provided “As-is” without any warranty whatsoever, and Global Velocity disclaims any warranty or liability whatsoever. Proper maintenance requires proper installation of all Maintenance Releases so that the Product is in the form currently supported by Global Velocity. Warranties will not apply if You have not paid amounts due to Global Velocity or have violated any terms set forth herein.

4.3.2 To the extent You or your agents have supplied specifications, information, representation of operating conditions or other data to Global Velocity in the selection or design of the Product or in the preparation of Global Velocity’s quotation, and in the event that actual operating conditions or other conditions differ from those represented by You, any warranty contained herein that is affected by such conditions shall be null and void.

4.3.3 Global Velocity may provide Product that bears the logo of another company. If You receive such Product with terms from such other company addressing warranty or support, the other company's terms apply, and unless specifically agreed otherwise, Global Velocity provides no warranty.

4.3.4 This warranty shall not cover any consumable components or the cost of labor by your employees, agents or contractors in identifying, removing or replacing any defective part or any hardware.

4.3.5 You assume all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Product.

4.4 Warranty Procedure

4.4.1 To make a warranty claim or return an item for repair (whether under warranty or otherwise), You must contact Global Velocity's Support Department at support@globalvelocity.com for instructions. No Product should be returned without first obtaining a Return Material Authorization ("RMA") number. You are responsible for packaging, shipping and insuring the Product to be returned to Global Velocity. In complying with warranty obligations, returned Product hardware, parts and media become the property of Global Velocity.

4.4.2 Global Velocity provides the same warranty, as described above, for replacement Product except that the period of coverage shall be the greater of the remaining time of the original warranty period for the replaced Product, or ninety (90) days from the date of shipment or transfer, whichever is later.

4.5 Disclaimer. GLOBAL VELOCITY AND ITS LICENSORS MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCT INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE, AND GLOBAL VELOCITY HEREBY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. GLOBAL VELOCITY MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE PRODUCT OR ABOUT THE ACCURACY OF ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY THE PRODUCT.

5. LIMITATIONS ON LIABILITY. GLOBAL VELOCITY AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF REVENUE OR PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES IN ADVANCE.

GLOBAL VELOCITY'S SOLE LIABILITY WITH RESPECT TO THE PRODUCT IS ITS WARRANTY OBLIGATION IN SECTION 4. GLOBAL VELOCITY SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY LATE DELIVERY, FAILURE OF THIRD PARTY PRODUCT OR INTERNET OR OTHER COMMUNICATION FACILITIES INTERFERENCE OR INTERRUPTIONS.

IN THE EVENT DAMAGES ARE AWARDED, GLOBAL VELOCITY'S LIABILITY WITH RESPECT TO ANY PRODUCT WILL NOT EXCEED THE AMOUNT THAT YOU PAID FOR THE PRODUCT.

6. INTELLECTUAL PROPERTY CLAIMS

6.1 In the event of any suit, claim, or proceeding brought against You alleging that any use of the Product, as provided by Global Velocity, infringes any patent, copyright, trademark, trade secrets or other intellectual property rights (recognized under U.S. law or otherwise) of any third parties, You shall (i) promptly notify Global Velocity in writing of any such suit, claim or proceeding; (ii) provide all requested information about the claim; (iii) allow Global Velocity to defend, settle or otherwise dispose of the same; and (iv) give Global Velocity reasonable assistance in connection therewith.

6.2 In the event of any such claim or if Global Velocity otherwise reasonably determines that any Product may infringe intellectual property rights, then Global Velocity shall have the right, at its sole

option, to: (i) procure for You the right or license to use the Product as furnished hereunder; (ii) replace or modify the Product make the same non-infringing; or (iii) return to You the purchase price applicable to the infringing Product and to accept return of such Product and related documentation without further liability of Global Velocity. THE FOREGOING STATES THE ENTIRE LIABILITY OF GLOBAL VELOCITY WITH RESPECT TO INFRINGING PRODUCT.

6.3 Global Velocity shall have no liability for any claim of intellectual property infringement to the extent the same: (i) results from any use of the Product not in accordance with these terms or (ii) results from any modification of the Product by any person other than Global Velocity or its authorized agents or subcontractors. You agree to defend Global Velocity and to indemnify and hold Global Velocity harmless from and against any suit, claim or proceeding arising from the circumstances described in the preceding sentence, provided that Global Velocity complies with the obligations set forth in Section 6.1, mutatis mutandis.

7. TERM AND TERMINATION. These terms will take effect upon the earlier of transfer of the Product to You or the date of payment for the Product by You and will remain in force in perpetuity unless terminated earlier in accordance with these terms. Global Velocity may, by written notice to You, terminate rights granted to You under these terms immediately if: (a) You fail to pay any amount due Global Velocity within thirty (30) days after Global Velocity gives You written notice of such nonpayment; or (b) You are in material breach of any non-monetary provision of these terms, which is not cured within thirty (30) days after Global Velocity gives You written notice thereof. Upon termination, You will stop using any licensed Product and return it to Global Velocity. In no event shall termination of these terms entitle You to a refund of any portion of the purchase price of the Product. Termination of these terms will not affect the provisions that explicitly or by their nature would survive termination, including but not limited to Global Velocity's rights with respect to intellectual property.

8. DISPUTE RESOLUTION

THESE TERMS CONTAIN AN ARBITRATION PROVISION THAT AFFECTS YOUR LEGAL RIGHTS. Some states (or other jurisdictions) do not allow certain arbitration provisions so some or all of the arbitration provision herein may not apply to You.

8.1 Dispute. "Dispute" means any claim or controversy between You and Global Velocity arising out of or relating to these terms or your purchase or use of Global Velocity Product. It includes any and all claims whether based in contract, statute, tort, fraud, fraudulent inducement, misrepresentation, or other legal or equitable theory, whenever brought, between You and Global Velocity or any of Global Velocity's or your employees or agents.

8.2 Mediation. Global Velocity and You agree to use good faith efforts to resolve any Dispute promptly and fairly. If Global Velocity and You are unable to resolve a Dispute by negotiation, both parties agree to submit it to non-binding mediation conducted by a mutually selected mediator or, at the option of either party, by a mediator appointed by the American Arbitration Association ("AAA").

8.3 Arbitration. Concurrent with or following mediation, any Dispute shall be subject to mandatory binding arbitration under the then-current AAA Commercial Arbitration Rules (or in the case of an individual consumer, under the AAA Consumer Arbitration Rules) and administration of the AAA with resolution by a single Arbitrator. The Arbitrator's decision and award will be final and binding, and either party may enter it in any court with jurisdiction. The Arbitrator will not have authority to award punitive or other non-compensatory damages to either party. The arbitration will be held in St. Louis County, Missouri or, upon your election within 20 days of notice to You of the arbitration, in the city where the AAA regional office closest to your address is located. Unless requested by the responding party, the arbitration will not be stayed on the basis a GV distributor or other non-party is named as a respondent. Unless otherwise required by the rules, each party will bear its own attorney's fees and related costs and expenses associated

with the arbitration. Arbitration is an alternative dispute resolution process; it does not provide a trial by a Judge or jury. Information regarding the arbitration and distinctions between arbitration and court proceedings may be found at the AAA website (www.adr.org). Notwithstanding this arbitration provision, an individual consumer may bring appropriate claims in small claims court.

8.4 Court Proceedings. Except as permitted in this Section 8.4, neither party may bring a case in court. The federal and state courts in St. Louis County, Missouri shall have exclusive jurisdiction and venue with respect to any court case filed, and shall enforce the arbitration provision. Notwithstanding the above, Global Velocity is entitled to obtain an injunction in any court of competent jurisdiction to prevent your misuse of its intellectual property. With respect to such claims You acknowledge that breach of this Agreement may result in immediate and irreparable harm, for which there will be no adequate remedy at law and Global Velocity shall be entitled to seek such equitable relief, in addition to whatever remedies may be available at law.

8.5 Two Year Limitation. Neither You nor Global Velocity may bring a claim or action arising out of or related to these terms, including any claim of fraud or misrepresentation, more than two years after the cause of action accrues, other than with respect to enforcement of intellectual property rights.

9. GOVERNMENT CONTRACT CONDITIONS. Software and Documentation are deemed to be “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995). Any use, modification, production, release, performance, display or disclosure of the Software or Documentation by the United States Government shall be governed solely by these terms and shall be prohibited except to the extent expressly permitted by these terms.

10. EXPORT COMPLIANCE.

10.1 Export of Product may only be made in compliance with applicable law. You shall be responsible for obtaining any required licenses and shall comply with all applicable United States export control laws and regulations and other applicable laws. No purchase or use of Product may be made by any person or entity subject to any US Government revocation or denial of export privileges.

10.2 With respect to the provision of SaaS services, You may not submit data which requires an export license, is restricted from export or is controlled by the US International Traffic in Arms Regulation (ITAR).

10.3 Global Velocity may utilize global resources (including non-US personnel and facilities) to provide processing services and support. This may include processing on servers located outside the United States. You must notify Global Velocity in writing if You require your data to be processed on servers inside the United States.

11. SOFTLAYER EXCLUSIONS AND RESTRICTIONS. Global Velocity provides certain processing services on the SoftLayer Services platform owned by SoftLayer Services, Inc., an IBM company. As a condition for purchasing and receiving such services You agree that (i) the terms of service for the provision of SoftLayer Services to You shall be at least as restrictive and protective of SoftLayer’s rights as its agreement with Global Velocity; (ii) no representations or warranties have been made to You on SoftLayer’s behalf; (iii) no grant of any rights in or to SoftLayer Services are made to You beyond the scope of those contained in SoftLayer’s agreement with Global Velocity; (iv) SoftLayer’s liability is limited to at least the same extent as provided in SoftLayer’s agreement with Global Velocity; (v) SoftLayer is a third-party beneficiary of this Agreement with the authority to enforce the terms and conditions relating to it; (vi) You shall comply with the terms of the SoftLayer AUP; and (vii) if You want to use SoftLayer trademarks, You must enter into a

SoftLayer Trademark License Agreement with SoftLayer and submit all proposed uses of the Trademark to Global Velocity for SoftLayer’s review and approval prior to any use. Reseller will include the following statement in its Customer Agreement. Your exclusive remedy for any and all damages, including, but not limited to, any consequential, indirect, or special damages, with respect to the provision of SoftLayer Services platform by Global Velocity is against Global Velocity.

12. Assignment. These terms and rights thereunder may not be assigned or otherwise transferred by You other than to corporate affiliates and successors in interest. Global Velocity may use subcontractors to fulfill its obligations. Subject to the foregoing, any assignee hereunder shall be subject to all of the terms, conditions and provisions of this Agreement and any assignment in violation of this provision shall be void.

13. SUCCESSORS. Subject to the limitations hereinabove expressed, these Terms will inure to the benefit of and be binding upon the parties and their successors.

14. FORCE MAJEURE. Neither party is liable for failing to fulfill its obligations due to acts of God, civil or military authority, war, riots, strikes, fire, or other causes beyond its reasonable control. Any such acts may delay but will not forgive your obligation to make any payment due. If payment is delayed for more than thirty (30) days, Global Velocity may terminate this agreement and your right to utilize Product will end.

15. NOTICES. All notices hereunder shall be deemed duly given when given in writing and delivered by hand; upon the mailing of the notice, postage paid return receipt; by overnight courier; or by any other means where receipt is acknowledged by the party entitled to such notice. Notice to Global Velocity shall be addressed to its corporate headquarters as listed on its website and labeled “Attention: Global Velocity Legal Department”.

16. ENTIRE AGREEMENT. These terms constitute the entire understanding between the parties respecting the subject matter hereto and supersede any and all prior understandings and agreements between the parties on the subject matter hereof. Additional or different terms set forth in any writing supplied by You shall not modify these terms (irrespective of performance, acknowledgement, conduct or failure to object).

17. MODIFICATION AND WAIVER. These terms may not be amended except in a writing signed by the party against whom such modification is sought to be enforced. No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted.

18. INTERPRETATION. Should any provision of these terms be found unenforceable, the remaining provisions shall remain in effect, and the Agreement shall be interpreted so as to uphold the Agreement and reflect the intent of the parties. Section headings are not part of these Terms.

19. CHOICE OF LAW. These Terms shall be governed by and construed in accordance with the laws of the State of Missouri, U.S.A., without regard to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

(Global Velocity PLA 12.14)