

Master Subscription Agreement

BY SIGNING BELOW OR BY SIGNING THE ORDER FORM OR BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE ORDERING PROCESS, OR BY PROVIDING YOUR CREDIT CARD INFORMATION, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF IVINEX LLC.'S HOSTED SERVICE, (THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THUS THE TERMS "YOU", "YOUR" AND "LICENSEE" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE. THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE EARLIER OF THE DATE THIS AGREEMENT IS ACCEPTED BY CHOOSING THE "I ACCEPT" OPTION PRESENTED ON THE SCREEN AFTER THIS AGREEMENT IS DISPLAYED, OR THE DATE SET FORTH IN THE ORDER FORM (THE "Effective Date").

Your registration for, or use of, the Service shall be deemed to be your agreement to abide by the terms and conditions of this Agreement, including any materials available on the IVINEX's website, incorporated by reference herein, including but not limited to IVINEX's privacy and security policies.

1. DEFINITIONS.

In addition to other terms defined elsewhere in this Agreement, the following terms are defined for purposes of this Agreement as follows:

1.1 "Agreement" shall mean these terms and conditions, any Order Forms and any materials available on IVINEX's website specifically incorporated by reference herein, which may be updated by IVINEX from time to time at its sole discretion.

1.2 "Confidential Information" shall mean any information provided by either Party or prepared by either Party (in oral, written, or digital form) in connection with this Agreement, including technical data, or know-how provided to either Party by the other (whether through a director, officer, employee, agent or representative) including, but not limited to, that which relates to trade secrets, research, product plans, products, services, markets, software, programming code, algorithms,

developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing pricing terms, or finances of the disclosing Party. Notwithstanding the above, however, Confidential Information shall not include (i) information that is publicly known or available, or becomes publicly known or available without breach of this Agreement; (ii) any information that has been publicly disclosed by either Party or is released for public disclosure by either Party with its prior written consent; (iii) any information already (i.e., prior to disclosure by the other Party) rightfully in the possession of the receiving Party without an obligation of confidence; (iv) any information that is rightfully received by the receiving Party from a non-party without an obligation of confidence; or (v) any information that is independently developed by the receiving Party without the use of Confidential Information of the disclosing Party.

1.3 "Customer Data" shall mean any data, information or material you provide or submit to the Service during the course of using the Service.

1.4 "Documentation" shall mean the documentation in electronic form, instructions and user's guides, including updates thereto, relating to the Software, provided by IVINEX to You for the purposes of this Agreement.

1.5 "Order Form(s)" shall mean the form evidencing the subscription for the Service and any subsequent order forms specifying the number of licenses, services, the applicable fees, the billing period, and other fees as agreed to between the parties, with each such Order Form to be incorporated into and to become a part of this Agreement. Should a conflict exist between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail.

1.6 "User(s)" shall mean your employees, representatives, consultants, contractors or agents authorized to use the Service and have been supplied user identifications and passwords by you (or by IVINEX upon your request).

2. License Grant.

Subject to payment of the Fees as set forth in the Order Form(s) and to the terms and conditions herein, IVINEX hereby grants you a non-exclusive, non-transferable, worldwide limited right to access and use the Service, solely for your own internal business purposes. This License Grant is not a sale and does not convey to you any rights of ownership in or related to the Service, Materials, designs, know-how or any of IVINEX's intellectual property. This License Grant includes:

a) The right to electronically display information retrieved from the Service to no more than the aggregate number of authorized licensed users pursuant to the Order Form(s) executed with IVINEX effective for the current term;

User licenses may not be shared or used by more than one individual User, however,

upon written notice to IVINEX, licenses may be reassigned from individual to individual as reasonably necessary to accommodate new Users replacing former Users no longer using the Service.

All rights not expressly granted to you are reserved by IVINEX and, if applicable, its licensors.

3. License Restrictions.

You are strictly prohibited from and shall not:

- a. License, sublicense, rent, loan, lease, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to a third party the Service or the information retrieved from the Service in any manner;
- b. reverse engineer or access the Service in order to (i) build a competing product or service, (ii) build a product using similar features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service;
- c. send or store infringing or otherwise unlawful material or that which violates the privacy rights of third party;
- d. send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or
- e. interfere with or disrupt the integrity or performance of the Service or the data contained therein; nor shall you attempt to gain unauthorized access to the Service or its related systems or networks.

4. Proprietary Rights.

You shall acquire no rights in the Service, Materials or Documentation other than as set forth herein. All right, title and interest (including all copyrights and other intellectual property rights) in the Service, underlying technology, materials provided and Documentation (in both print and machine-readable forms), including any copyright, patent, trade secret, trademark or other intellectual property rights, will at all times remain the property of IVINEX and, if applicable, IVINEX's Licensor(s). All use of such proprietary assets shall inure to IVINEX's benefit. You agree not to remove or obliterate any copyright, trademark or proprietary rights notices of IVINEX or IVINEX Licensors from the Service or the reports created utilizing the Service. The IVINEX name, logo, and product names associated with the Service are trademarks of IVINEX, and no right or license is granted to you for their use.

5. Confidentiality.

Each Party agrees that it will hold in strict confidence and not disclose the Confidential Information of the other Party to any third party and to use the Confidential Information of the other Party for no purpose other than the purposes expressly permitted by this Agreement. Each Party shall maintain the confidentiality and prevent accidental and other loss or disclosure of any Confidential Information of the other Party with at least the same degree of care as it uses to protect its own

Confidential Information but in no event with less than reasonable care. Upon written request by either Party, the other Party shall promptly return all documents and other tangible materials representing the requesting Party's Confidential Information and all copies thereof.

6. Privacy & Security Disclosure.

IVINEX's privacy and security policies are available upon written request. IVINEX reserves the right to modify its privacy and security policies in its reasonable discretion from time to time, and without notice. The Service is a hosted, online application, therefore, IVINEX reserves the right to notify all users of the Service of important announcements regarding the operation of the Service. Provided you are a customer of the Service, IVINEX may communicate the general existence of this Agreement to other parties provided that no specific terms and conditions in this Agreement are disclosed.

7. Continued Responsibilities.

You are responsible for all activity occurring under your User ID and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify IVINEX immediately of any unauthorized use of any User ID or any other known or suspected breach of security; (ii) use your best efforts to prevent any copying or distribution or other unauthorized use of the Service by you or your Users; and (iii) not impersonate another Service user or provide false information to gain access to or use the Service.

8. Accuracy of Data.

IVINEX does not own any data utilized to create the reports as part of the Service; the Service utilizes your data, therefore you, not IVINEX, has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and right to use such data. IVINEX expressly disclaims and shall not be responsible or liable for the deletion, accuracy, correction, destruction, damage, loss or failure to store any of your Data. Upon termination for cause, your right to access or use the service immediately ceases.

9. Term.

This Agreement shall remain in effect for a period of one (1) year from the Effective Date (the "Initial Term"), unless terminated earlier in accordance with Section 12.

This Agreement will automatically renew and be extended for an additional 12 month term (such twelve month period an "Extension Term"), subject to the fees available at the time of renewal, provided that in no event shall such fees for the same number of

subscription licenses and level of service be increased in any year by more than fifteen percent (15%) over the previous year's undiscounted fees.

10. Fees and Payment Terms.

Fees for the Service and any applicable training or professional services offered by IVINEX are set forth in an applicable Order Form. You will be responsible for payment of all fees or charges to your account in accordance with the fees and billing terms in effect at the time an Order Form is executed. Initial license fees will be based upon the number of total User licenses you require. Payments will be within Fifteen (15) days of the Effective Date, due in full for the aggregate annual fees and one time fees, or otherwise consistent with the terms set forth in the Order Form; if not specified, payments shall be annually. You are responsible for paying for all User licenses ordered for the entire Term, even if you do not fully use the maximum number ordered. A valid credit card or approved purchase order is required as a condition of signing up for the Service, and you shall be required to pay in advance for use of the Service. An authorized officer or representative ("Authorized Representative") of yours may add licenses by executing an additional written Order Form or adding users under in the IVINEX administrator tool. If purchasing via an approved purchase order, all amounts owed to IVINEX shall be paid within Fifteen (15) days from the Effective Date. You agree to pay a late payment charge of fifteen percent (15%) per month or the maximum allowed by law, whichever is less, on all overdue amounts.

There shall be no deductions from the payments owed to IVINEX due to lack of use of the license level ordered. The number of licenses ordered cannot be decreased prior to the expiration of the then current Term. However, licenses may be added at any time, provided that (i) the licenses will be coterminous with the existing Term (either Initial Term or Renewal Term); (ii) the license fee due for the added licenses shall be pursuant to the Order Form provided by IVINEX and shall be pro-rated based on the time remaining within the current term; and (iii) licenses added prior to the fifteenth of any month will be charged for a full month. IVINEX reserves the right to modify its fees and billing rates or introduce new charges at any time, however, IVINEX shall provide thirty (30) days prior written notice of any price increase to you, with such price increase not to take effect until the expiration of the then current Term. You will pay all applicable shipping charges and taxes (except for taxes based upon IVINEX's net revenues or net income).

You agree to provide IVINEX with complete and accurate billing and contact information, inclusive of your company's legal name, street address, e-mail address, and your Authorized Representative's contact information, which you agree to update within 30 days of any change to it. If you provide false, fraudulent, or inaccurate

information, IVINEX reserves the right to terminate the Service in addition to all other legal remedies.

11. Excess Data Storage Fees.

You are limited in the amount of disk storage space you may utilize. Unless agreed to otherwise through an executed amendment to this section, you/your application may utilize no greater than 20 MB per User license. If storage you require exceeds the limit, you will be charged an additional storage fee at the then-current rate based on your requirement. IVINEX attempt to notify you telephonically when your aggregate storage used per license level reaches approximately 95% of the maximum for that license level, however, any failure by IVINEX or its representative(s) to notify you will not affect your responsibility for such additional storage charges on a prospective basis. IVINEX reserves the right to modify its general practices and limits relating to storage.

12. Termination.

12.1 Immediate Termination. This Agreement will terminate immediately in the event that Licensee becomes insolvent, has not paid the fees due pursuant to this Agreement and respective Order Form(s) within thirty (30) days written notice of past due payment, ceases to carry on business or fails to cure a material breach of this Agreement after 30 days notice thereof. IVINEX may terminate a free account at any time in its sole discretion, with or without notice.

12.2 Termination Upon Written Notice. During any Extension Term, (a) You shall have the right to terminate this Agreement by notifying IVINEX in writing at least thirty (30) days prior to the expiration of the then current Extension Term, in which case this Agreement shall terminate effective as of the last day of the then current Extension Term, and (b) IVINEX shall have the right to terminate this Agreement by notifying You in writing or email at least thirty (30) days prior to the expiration of the then current Extension Term, in which case this Agreement shall terminate on that last day of the current Term.

12.3 Consequence of Termination. If this Agreement expires or is terminated by either party, the parties agree that: (a) All licenses and use of the Service granted herein automatically expire; (b) You will have no further right to use the Service; (c) If terminated by material breach by you, You will be liable for and obligated to pay the User license fees through the end of the term, calculated in accordance with the fees set for in the Order Form(s). Further, you consent to IVINEX charging any unpaid fees to your credit card or otherwise bill you for such unpaid fees. If terminated by IVINEX for convenience, you shall only be obligated to pay for service through the date of termination. (d) Both parties shall return to the other, or destroy

and certify the destruction to the other, all Confidential Information of the other party in their possession; (d) Neither party shall, solely by reason of the termination or expiry of this Agreement, be liable to the other for compensation, reimbursement or damages on account of the loss of prospective profits on anticipated sales, or on account of expenditures, investments, leases or commitments entered into or made in connection with the business or goodwill of the other; and (e) The obligations of each party under Sections 5, 6, 15 and 17 shall survive termination of this Agreement.

13. Representations & Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. IVINEX represents and warrants that it will provide the Service in a manner consistent with software industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

14. Infringement Indemnification.

14.1 By IVINEX. IVINEX agrees to defend and indemnify and hold you/your company harmless from all settlements agreed to by IVINEX and all costs and direct damages incurred by you to a third party to the extent they arise out of a valid claim that the Service as provided to you infringes or misappropriates a copyright, patent, trademark, or other intellectual property right of a third party arising under U.S. law of a third party. Such obligation is subject to the following conditions (i) you shall notify IVINEX in writing within thirty (30) days of the date you first become aware of a claim; (ii) IVINEX has sole control of the settlement, compromise, selection of legal counsel, negotiation and defense of any such action; and (iii) you give IVINEX all reasonably available information, assistance and authority, at IVINEX's reasonable expense, to enable IVINEX to do so. If this Agreement is terminated pursuant to infringement settlement by IVINEX resulting in the Service no longer being made available, IVINEX shall refund to you the amount which you have paid in advance for the Service. The foregoing indemnity shall not apply to any infringement claim arising from the combination of the Service with any of your products, service, hardware or business process(s) or if the Service was modified in any way by parties other than IVINEX or under IVINEX's direction where such modification gives rise to an infringement claim. THE FOREGOING STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS OF ANY KIND, AND IVINEX EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF NONINFRINGEMENT.

14.2 By You. You agree to defend and indemnify and hold IVINEX, its officers, its directors and employees harmless from all settlements agreed to by you and all costs and direct damages incurred by IVINEX to a third party to the extent they arise out of a valid claim that the use of the Customer Data or portions of Customer Data infringes on the right(s) a third party or has otherwise caused harm to a third party, or whereby a claim arose as a result of a breach by you or your users of this Agreement or representations you made as part of this Agreement. Such obligation is subject to the following conditions (i) IVINEX notifies you in writing within thirty (30) days of the date IVINEX first becomes aware of a claim; (ii) You have sole control of the settlement, compromise, negotiation and defense of any such action; and (iii) IVINEX gives you all reasonably available information, assistance and authority, at your reasonable expense, to enable you to do so. Notwithstanding the foregoing, you shall have no liability for nor shall you be obligated to indemnify IVINEX against any infringement claim based solely on the use of the Service. THE FOREGOING STATES THE ENTIRE AND EXCLUSIVE OBLIGATION OF YOU TO IVINEX RELATING TO ANY ALLEGED INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS.

15. LIMITATION OF LIABILITY. NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER MAY NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY WILL NOT BE LIABLE FOR LOST PROFITS OR FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF YOU OR IVINEX (AS APPROPRIATE) IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE ABOVE, THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO THE EXTENT YOU OR IVINEX CAN BE SHOWN TO HAVE FAILED TO EXERCISE REASONABLE CARE IN THE PRODUCTION AND/OR SUPPLY OF THE SERVICE AND/OR DOCUMENTATION AND/OR THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND SUCH FAILURE RESULTS IN DEATH OR PERSONAL PHYSICAL INJURY. THE PARTIES AGREE THAT THE LIMITATIONS IN THIS SECTION ARE A BARGAINED-FOR-EXCHANGE AND A MATERIAL CONDITION AND PREMISE OF THIS AGREEMENT.

16. Disclaimer of Warranties

THIS SERVICE IS PROVIDED BY IVINEX AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY,

MERCHANTABILITY OF COMPUTER PROGRAM, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, INFORMATIONAL CONTENT, AND NON-INFRINGEMENT ARE DISCLAIMED. IVINEX DOES NOT WARRANT THAT THE SERVICE OR DOCUMENTATION OR ANY PART THEREOF WILL BE SECURE OR UNINTERRUPTED AND MAKE NO REPRESENTATIONS, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. IVINEX AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (I) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) ERRORS OR DEFECTS WILL BE CORRECTED, OR (IV) THE SERVICE OR THE SERVER(S) HOSTING THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

17. Miscellaneous

17.1 No Assignment. Neither party may transfer or assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except in the instance of a corporate restructuring, re-incorporation, merger, acquisition of a majority of the assignor's assets or stock, or similar corporate activity so long as the affected party provides notice to the other party of such event.

17.1 Notices. Any notice required under this Agreement shall be given in writing and shall be deemed effective upon delivery to the party to whom addressed by (i) express courier upon written verification of actual receipt or (ii) facsimile upon confirmation of receipt generated by the sending device. All notices shall be sent to the applicable address on the cover page hereof or to such other address as the parties may designate in writing, with a copy to both the president and the legal department of such party. The applicable address for each respective party shall be:

IVINEX LLC. Your Corporation
Attn: Legal Attn: Legal
533 West 2600 South Suite 312
Address per Order Form
Bountiful, UT 84010

17.3 Internet Delays. The service may be subject to limitations, delays, and other problems inherent with the use of the internet and other electronic communications. IVINEX is not responsible for any delays, delivery failures or other damage resulting from such issues.

17.4 Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Utah, as if performed wholly within the state and without giving effect to the principles of conflict of law. In the event an action is brought to enforce any provision or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other directly related costs and expenses, including attorney's fees, incurred thereby, subject to section 10 of this Agreement. Both parties agree that the State of Utah is the only proper jurisdiction where any suit related to this Agreement could be litigated.

17.5 Injunctive Relief. It is expressly agreed that a material breach of this Agreement will cause irreparable harm to IVINEX and that a remedy at law would be inadequate. Therefore, in addition to any all remedies available at law, IVINEX and/or IVINEX Licensors shall be entitled to injunctive relief against Licensee in the event of any threatened or actual violation of any material provisions in this Agreement.

17.6 Independent Contractor. Both parties are independent contractors, and nothing in this Agreement shall be deemed to create a joint venture, partnership, or agency relationship between the parties. Neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other.

17.7 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, failure of suppliers, riots, insurrection, terrorism, fires, floods, storms, earthquakes, acts of God, war, governmental action, labor conditions, or any other cause which is beyond the reasonable control of such party. Each party will use its best efforts to anticipate such failures and to devise means to eliminate or minimize them.

17.8 Competition. To protect IVINEX's trade secrets and Confidential Information, you may not use the Service in any way to directly compete against IVINEX in the

development, marketing and sale of a multi-purpose data visualization product or enhancement to IVINEX.

17.9 Local Laws and Export Control. This Service utilizes software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. IVINEX and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects.

17.10 Modification to Terms. IVINEX reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

17.11 Entire Agreement. If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion shall be deemed eliminated and the remainder of this Agreement shall remain in effect in accordance with its terms as modified by such deletion. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any substantial breach of this Agreement. No waiver of any breach of this Agreement shall be effective unless in writing, nor shall any waiver of a breach constitute a waiver of any subsequent breach of any provision of this Agreement. This Agreement (including all Exhibits) contains the entire agreement and understanding between the

parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, proposals and communications between the parties. This Agreement may be executed in counterparts.

Questions and Additional Information: If you have questions regarding this Agreement or need additional information, please e-mail support@ivinex.com.