

SalonAgent.ai

Terms and Conditions of Services

Updated March 14, 2026

WE WILL POST ANY CHANGES TO THESE TERMS OF SERVICE IN A NOTICE OF THE CHANGE AT THE BOTTOM OF OUR WEB PAGE WITH A HYPERLINK THERETO. PLEASE REGULARLY REVIEW THESE TERMS. IF YOU CONTINUE TO USE OUR SERVICES, YOU ARE BOUND BY ANY CHANGES THAT WE MAKE TO THESE TERMS AND CONDITIONS OF SERVICES.

These Terms and Conditions of Services (the “Agreement” or “Terms and Conditions”) are entered into between **BeamBell, Inc.**, a Delaware corporation doing business as SalonAgent.ai (the “Company”) and you (the “Client” or “you”). BeamBell, through its dashboard (the “Dashboard”), SalonAgent.ai, provides you with front desk assistant services (the “Services”). The Company and the Client are hereinafter sometimes referred to as the “Parties” and individually as a “Party.” This Agreement sets forth the terms and conditions of our Services. This Agreement supersedes any click-through agreement required in order to access or use the Services. If you do not agree to the following terms and conditions, then please do not access or use our Services.

This Agreement is effective (“Effective Date”) on the earlier of (a) the date the Parties create an Account, (b) the date the Parties execute a Service Agreement, or (c) the date you first access or use the Services.

If Client has also entered into a Customer Services Agreement with Company, that Customer Services Agreement will govern Client’s use of the Services in place of these Terms and Conditions.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS AND CONDITIONS ARE BINDING ON YOU AND CONTAIN A BINDING AND MANDATORY CLIENT ARBITRATION AND CLASS ACTION WAIVER PROVISION. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY ESTABLISHING AN ACCOUNT, USING THE DASHBOARD AND/OR OUR SERVICES, AND/OR NAVIGATING OUR WEBSITE, YOU AGREE THAT (A) YOU HAVE READ AND UNDERSTOOD THE AGREEMENT; (B) REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD; (C) YOU CAN FORM A BINDING CONTRACT; AND (D) YOU ACCEPT THE AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. 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 AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE DASHBOARD AND/OR THE SERVICES.

1. Services and Access to Services.

1.1 Subscription Grant. Subject to these Terms and Conditions, Company grants to Client a limited, non-perpetual, non-exclusive, worldwide, non-sublicensable, non-transferable, non-assignable, revocable access to use the Dashboard and the Services for its internal business purpose.

1.2 Description of the Services and Dashboard.

A. Services. Company provides Client with tools for managing and automating phone, text, and chat-based guest communication, including answering questions, coordinating with staff regarding appointments, as well as appointment scheduling and management.

B. Dashboard. Dashboard means either a website application or the mobile application through which you may access the Company's Services.

C. Account. To access our Services or the Dashboard, you will have to establish an Account. Your login credentials for your Account are confidential. Please do not share them with anyone. If the Account is created on behalf of a company, please do not share the login credentials with anyone who is not authorized to access the Account.

1.3 Reservation of Rights. Except for the access rights granted in Section 1.1, nothing in this Agreement grants any title or ownership interest in or to any Intellectual Property Rights (which mean all rights granted, applied for, or otherwise now or hereafter in existence under or related to any patents, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world) in or relating to the Dashboard, the Services, or materials supplied by third parties ("Third-Party Materials"), whether expressly, by implication, estoppel, or otherwise. All title and ownership interest in and to the Dashboard, the Services, and the Third-Party Materials are and will remain with Company and the respective rights holders in the Third-Party Materials.

1.4 Authorization Limitations and Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Client will not, directly or indirectly, and will not permit or authorize third parties to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software, documentation, or data related to the Services; modify, translate, or create derivative works based on the Software; (ii) rent, lease, or otherwise permit third parties to use the Services; (iii) use the Services to provide services to third parties (e.g., as a service bureau or timesharing); (iv) circumvent or disable any security or other technological features or measures of the Services or Dashboard; or (v) remove any proprietary notices or labels.

1.5 Setting Up the Dashboard and Access to Services. Client agrees that it is Client's responsibility to ensure that the Dashboard and access to the Services are set up properly, including providing proper access to the Dashboard and Services so that the Services can be properly rendered.

1.6 Data Access. Client authorizes access to all relevant API and booking software needed by SalonAgent.ai to deliver the Services.

1.7 Intended Use and Restrictions. (a) SalonAgent.ai must not be used to send or request guest-specific health or diagnostic information. (b) SalonAgent.ai is designed for use where the guest has consented to receive text responses. It is not designed to support bulk message submissions by the Client or any related party. Client bears full responsibility for complying with the Telephone Consumer Protection Act (TCPA) and any other applicable rules and regulations related to SMS-based promotional and transactional messaging.

2. Payment; Taxes.

2.1 Fees. The Company will bill Client for the Services monthly (unless specified differently in a Service Agreement), based on the plan chosen by the Client. The Fees are non-refundable and not subject to allocation. Company uses a third-party payment processing partner to process payment of fees, and Company does not store or collect your payment details. However, Company reserves the right to suspend your access to the Services if you have not provided payment details to our third-party payment processing partner. Furthermore, upon entering your payment information, we reserve the right to automatically process any due and undisputed charges for usage of the Services.

2.2 Taxes. Client will, in addition to the other amounts payable under this Agreement, pay all applicable customs, duties, sales, use, value added, or other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, excluding only taxes based on Company's net income. Client agrees to indemnify, defend, and hold Company, its officers, directors, consultants, employees, successors, and assigns harmless from all claims and liability arising from Client's failure to report or pay any such taxes, duties, or assessments.

2.3 Payment Terms. Client will pay all Fees and any reimbursable expenses in accordance with the applicable plan. Client will submit payment details to Company's payment partner and will make all payments hereunder in US dollars through Company's payment partner electronically. Client will make payments to the address or account as the Parties agree to and may specify in writing from time to time.

2.4 Late Payment. If Client fails to make any non-disputed payment when due then, in addition to all other remedies that may be available, Company may charge interest on the past due amount at the rate of 1.5% per month, or the maximum allowable under applicable law, whichever is lower. Client will reimburse Company for all reasonable costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and if such failure to pay continues for thirty (30) days following written notice thereof, Company may suspend performance of the Dashboard or the Services until all past due amounts have been paid, without incurring any obligation or liability to Client or any other person by reason of such suspension.

3. Eligibility and Access Restrictions.

To be eligible to use our Dashboard, you must meet the following criteria and represent and warrant that you: (a) are 18 years of age or older; (b) are not currently restricted from accessing our Dashboard, or not otherwise prohibited from having an account; (c) are not our competitor, or are not using our Dashboard for reasons that are in competition with us; (d) will only maintain one registered account at any given time; (e) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (f) will not violate any of our rights, including intellectual property rights such as patent, copyright, and trademark rights; and (g) agree to provide at your cost all equipment, browser software, and internet access necessary to use our Dashboard.

4. Intellectual Property Rights.

4.1 Services and Company Materials. All right, title, and interest in and to the Dashboard and the Services, any changes, corrections, bug fixes, enhancements, customizations, updates, and other modifications thereto, including all Intellectual Property Rights therein, are and will remain with the Company and the respective rights holders in the Third-Party Materials. Client has no

right, license, or authorization with respect to any of the Dashboard and the Services except as expressly set forth herein. All other rights in and to the Dashboard and the Services are expressly reserved by Company and the respective third-party licensors.

4.2 Consent to Use Client Data. Subject to the terms and conditions of this Agreement, the Client hereby grants Company a limited, non-transferable, non-exclusive, non-sublicensable, royalty-free license during the Term to use, reproduce, store, and process the data provided by the Client (the “Client Data”) solely for the purpose of providing the Services to Client. Company may process deidentified and aggregated data derived from Client Data to improve the quality of the Dashboard and the Services, provided that such data cannot reasonably be used to identify any individual or Client.

4.3 Limited Trademark License; Marketing Materials. Client hereby grants Company a royalty-free, non-exclusive, non-transferable, non-sublicensable, limited term license to use Client’s marks solely for the purpose of aligning the appearance of the product to Client’s branding and only as specifically authorized by, and subject to any restrictions stated in, this Agreement.

4.4 Company’s IP Rights. Client acknowledges that Company owns all right, title, and interest in and to its intellectual properties, including, without limitation, Company’s Dashboard, the Services, all of Company’s trademarks, trade names, service marks, trade dress or other designation, copyrights, trade secrets, patents, and designs, in each case, whether presently existing or later developed by Company.

4.5 No Rights Transferred. The Parties agree that nothing herein shall give either Party any right, title, or interest in any of the other Party’s intellectual property rights, or except as provided herein, any right to use any of the other Party’s intellectual property rights in any way.

4.6 Grant of Limited Right to Name and Logo. Each Party hereby grants the other Party a limited, non-exclusive, royalty-free right and license to use its name and logo for the purposes of (i) marketing promotions and (ii) communication to the public of the affiliation between the Parties. Each Party agrees that any use of the other Party’s name and/or logo as provided for above shall be approved in advance in writing by the Party granting such license, provided that such approval shall not be unreasonably withheld.

4.7 AI Output Ownership. When Client provides data or input to the Services, Client may receive text, audio, or other output generated by the Services (“Output”). As between Company and Client, Client owns all right, title, and interest in and to the Output, subject to Client’s compliance with this Agreement and payment of all applicable Fees. Company retains all rights in the underlying AI models, software, and technology used to generate the Output. Due to the nature of machine learning, the Output may not be unique, and the Services may generate similar output for other clients.

5. Representations and Warranty.

5.1 Company Warranty. Company warrants to Client that during the Term, (a) the Dashboard and the Services will perform substantially in accordance with the documentation associated therewith, but Company does not warrant the accuracy of the data recorded pursuant to the Services; (b) Company has the right to grant the licenses granted under this Agreement; and (c) Company has the necessary resources, expertise, and personnel to perform the Services in a professional manner according to the terms and conditions of this Agreement. The foregoing warranty in clause (a) will not apply to performance issues of the Company system (i) caused solely by factors outside of Company’s reasonable control; (ii) that result solely from any

improper actions or inactions of Client or any third parties; or (iii) that result solely from Client's data structure, operating environment, or equipment.

5.2 Disclaimer of Any Other Warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 5, THE DASHBOARD, THE SERVICES, AND COMPANY MATERIALS ARE PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER THEORY OF LIABILITY. SPECIFICALLY, COMPANY IS NOT RESPONSIBLE FOR THE ACCURACY OF DATA RECORDED OR PROCESSED BY COMPANY PURSUANT TO PROVIDING SERVICES AND/OR ANY LOSS, INCLUDING FINANCIAL LOSS, CAUSED TO THE CLIENT PURSUANT TO PROVIDING SERVICES. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE APPLICATIONS, THE DASHBOARD, THE SOFTWARE, THE SERVICES OR COMPANY MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CLIENT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

COMPANY DOES NOT REVIEW, VERIFY, REVISE, ENDORSE, OR OTHERWISE APPROVE ANY CONTENT CREATED OR POSTED BY OUR USERS, AND COMMUNICATED TO OTHER USERS OR THIRD PARTIES VIA OUR WEBSITE OR DASHBOARD BUT, COMPANY WILL REMOVE CONTENT THAT VIOLATES ANY LAWS OR THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE IN ANY WAY FOR ANY CONTENT CREATED OR POSTED BY OUR USERS, INCLUDING, WITHOUT LIMITATION, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF SUCH CONTENT. THE CONTENT IS SOLELY CREATED BY OUR USERS, AND COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL ROLE WHATSOEVER WITH RESPECT TO THE CREATION OR POSTING OF SUCH CONTENT.

6. Term and Termination.

6.1 Term. Unless otherwise specified in a Service Agreement, the term of this Agreement will be twelve (12) months ("Subscription Term"). The Subscription Term commences on the Effective Date and will automatically renew for the same length of term ("Renewal Term") until either Party terminates in accordance with this Agreement. Unless otherwise specified in a Service Agreement, Company may increase Subscription Fees for any Renewal Term upon thirty (30) days' prior written notice to Client before the start of such Renewal Term.

6.2 Termination by Company. We reserve the right to suspend or terminate your access to the Services with notice to you if: (a) you are in breach of this Agreement; (b) you are using the Services or our Dashboard in a manner that would cause a real risk of harm or loss to us or other users; (c) you have not paid fees for usage of the Services and Dashboard; (d) you have violated our Privacy Policy; (e) you create risk or possible legal exposure for Company; or (f) our provision of our Dashboard to you is no longer commercially viable.

We will provide you with reasonable advance notice via the email address associated with your Account to remedy the activity that prompted us to contact you and give you the opportunity to export Client Data from our Services or Dashboard, if applicable. If after such notice you fail to take the steps we ask of you, we will terminate or suspend your access to the Services.

6.3 Termination Without Notice. We will not provide notice before termination where: (a) you are in material breach of this Agreement; (b) doing so would cause us legal liability or compromise our ability to provide the Services or Dashboard to our other users; or (c) we are prohibited from doing so by law.

6.4 Cancellation by Client. You may cancel this Agreement by providing thirty (30) days' prior written notice before the start of the next Renewal Term.

6.5 Survival. All sections which by their nature and context are intended to survive the termination of this Agreement will survive, including all payment obligations accrued prior to termination or expiration.

6.6 Effect of Termination. If your Account is terminated under this Section or pursuant to any other provision of this Agreement, then all unpaid and undisputed fees for using the Services, including any charges and expenses, owed through the term of this Agreement and/or applicable Service Agreement will become immediately due and payable. Furthermore, you will no longer have access to any information that you have provided to us, including voicemails, and the access to the Dashboard or our Services. Upon termination, Company will deactivate its API integrations and access to Client's systems within a commercially reasonable period. Client is also responsible for revoking any access credentials provided to Company. Each Party agrees to cooperate in good faith to ensure a clean disconnection of the Services.

7. Confidentiality.

Each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality, and performance of the Services. Proprietary Information of Client includes non-public data provided by Client to Company to enable the provision of the Services ("Client Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without fault of the Receiving Party, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law. The Receiving Party agrees that a breach of this Section 7 may result in immediate and irreparable harm to the Disclosing Party that money damages alone may be inadequate to compensate. Therefore, in the event of such a breach, the Disclosing Party will be entitled to seek equitable relief, including but not limited to a temporary restraining order, temporary injunction, or permanent injunction without the posting of a bond or other security.

8. Limitation on Damages.

8.1 EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. IN NO EVENT WILL A PARTY OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS,

LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE, OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (D) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT FOR SERVICES PROVIDED UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS. THE PARTIES AGREE THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.3 Exceptions. The exclusions and limitations in Section 8.1 and Section 8.2 do not apply to a Party's obligations under Section 9 (Indemnification), a Party's obligations under Section 7 (Confidentiality), or liability for a Party's fraud, gross negligence, or willful misconduct.

9. Indemnification.

9.1 Each Party will indemnify, defend, and hold harmless the other Party and its officers, directors, employees, agents, permitted successors, and assigns (each, an "Indemnitee") from and against any and all damages, losses, and other similar costs (collectively "Losses") incurred by such Indemnitee arising out of or relating to any claim, suit, action, or proceeding (each, an "Action") by a third party to the extent that such Losses arose or resulted from the breach of this Agreement by such Party, or any allegation in such Action that such Party infringed the Intellectual Property Rights of a third party.

9.2 Indemnification Procedure. Each Party will promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 9.1. The Party seeking indemnification (the "Indemnitee") will cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor will immediately take control of the defense and investigation of such Action and will employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 9.2 will not relieve the Indemnitor of its obligations under this Section 9 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

9.3 Sole Remedy. THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND COMPANY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR

ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND COMPANY MATERIALS) INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT.

10. Copyright Infringement / DMCA Notice.

If you believe that any content on our Website or Dashboard violates your copyright, and you wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to the Digital Millennium Copyright Act of 1998 (“DMCA Takedown Notice”)) must be provided to our designated Copyright Agent: your physical or electronic signature; identification of the copyrighted work(s) that you claim to have been infringed; identification of the material on our Website or Dashboard that you claim is infringing and that you request us to remove; sufficient information to permit us to locate such material; your address, telephone number, and email address; a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Company’s Copyright Agent to receive DMCA Takedown Notices is: **hello@salonagent.ai**. You acknowledge that for us to be authorized to take down any content, your DMCA Takedown Notice must comply with all the requirements of this Section. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact in a written notification automatically subjects the complaining party to liability for any damages, costs, and attorney’s fees incurred by Company in connection with the written notification and allegation of copyright infringement.

11. Governing Law, Jurisdiction, and Venue.

This Agreement shall be governed by the laws of the State of California, without regard to its conflict of law provisions. Subject to Section 12, any actions and proceedings not subject to mandatory arbitration under this Agreement shall be brought exclusively in the state or federal courts in San Francisco County, California.

12. Binding and Mandatory Arbitration.

12.1 Any unresolved controversy or claim arising out of or relating to this Agreement will be submitted to mandatory and binding arbitration by one arbitrator mutually agreed upon by the Parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the American Arbitration Association (the “AAA”), then by one arbitrator having reasonable experience in technology transactions and who is chosen by the AAA. The arbitration will take place in San Francisco, California, in accordance with the AAA’s Commercial Arbitration Rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. Unless otherwise agreed to in writing by all of the Parties, there will be limited discovery prior to the arbitration hearing as follows: (i) one set of interrogatories; (ii) one set of admissions; (iii) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated; and (iv) depositions of all party witnesses. The arbitrator will be required to provide in writing to the Parties the basis for the award or order of such arbitrator, and a court reporter will record all hearings, with such record constituting the official transcript of such proceedings. If this section is deemed to be unenforceable, you agree to resolve the dispute in accordance with Section 11.

13. No Class Actions.

If allowed, you may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If this section is deemed to be unenforceable, you agree to resolve the dispute in accordance with Section 11.

14. Assignment.

This Agreement is for Client's benefit only. Client shall have no right to assign this Agreement or any benefits or obligations hereunder to any other party or legal entity without Company's prior written consent. Any attempted assignment not in compliance with this clause will be void. A change of control of Company will not be deemed an assignment hereunder, and the succeeding entity agrees to be bound by the terms and conditions set forth herein.

15. Miscellaneous.

Expiration or termination of this Agreement for any reason will not release either Party from any liability or obligation set forth in this Agreement which (i) the Parties have expressly agreed will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following such expiration or termination. Any notices pursuant to this Agreement will be in writing and will be sent to a Party at the address on file with the other Party. Each Party will notify the other Party of any change of address. Such notices or other communications will be deemed to have been duly given (i) upon receipt if sent to either Party by personal delivery, facsimile transmission, or FedEx or other similar express delivery service, (ii) upon receipt if sent by electronic mail, or (iii) on the fifth calendar day after the day of sending if sent by certified mail (return receipt requested). A Party may change such notice address at any time upon written communication to the other Party. This Agreement will be governed in accordance with the laws of the State of California, without regard to its conflict of law provisions. The rights and obligations of the Parties under this Agreement will not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

Force Majeure: Except for payment obligations, if either Party is prevented from performing or is unable to perform any of its obligations under this Agreement due to causes beyond the reasonable control of the Party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes (other than those limited to the affected Party) (each, a "Force Majeure Event"), such Party's performance will be excused and the time for performance will be extended accordingly, provided that the Party affected immediately notifies the other Party and immediately takes all reasonably necessary steps to resume full performance. If a Force Majeure Event lasts for more than thirty (30) days, then Client may terminate this Agreement.

The Parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other Party. Neither Party will hold itself out as an agent of the other Party. This Agreement will not be construed to create or imply any partnership, agency, joint venture, or formal business entity of any kind.