

## Noble Six, Inc. Online Training Subscription Terms

**Last Updated: December 3, 2024**

These Subscription Terms (“**Terms**”) govern Customer’s access to and use of the Platform and Provider Materials (each as defined below) provided by Noble Six, Inc. of 19525 Janacek Ct, Suite 104, Brookfield, Wisconsin 53045 (“**Provider**”) in accordance with the order form submitted by Customer (defined below) and accepted by Provider (each, an “**Order Form**”).

### **1. Definitions.**

“**Anonymized Data**” means Customer Data that has been aggregated and/or anonymized to the extent that it cannot be attributed to Customer or an identifiable individual.

“**Customer**” means the company or organization identified in the Order Form.

“**Customer Content**” means any Customer materials, content, branding, or similar items uploaded to the Platform by or on behalf of Customer or otherwise provided to Provider to facilitate Provider’s obligations under these Terms, including without limitation the implementation of the Platform or any other Professional Services to be provided by Provider.

“**Customer Data**” means all data that is submitted to the Platform by Customer or the Users in the course of Customer’s use of the Platform.

“**Documentation**” means the user manuals, documentation related to the Platform that Provider may make available to Customer.

“**Professional Services**” has the meaning set forth in Section 2(E) below.

“**Provider Materials**” means any materials made available by Provider through the Platform as further described in the Order Form, including without limitation, courses, texts, scripts, photos, graphs, videos, audios, and interactive modules.

“**Platform**” means the learning management application as made available by Provider to access the Provider Materials and track Customer Data regarding use of and access to the Provider Materials, together with any upgrades, updates, and other changes and modifications as may be provided by Provider in its sole discretion.

“**Services**” means, collectively, the provision of the Provider Materials via the Platform and the Professional Services, if applicable.

“**Subscription Term**” means the duration during which Customer is licensed to use the Platform, as specified in the Order Form. If not otherwise specified in the Order Form, the Subscription Term is one (1) year.

“**User(s)**” means Customer’s employees designated by Customer to use the Platform, subject to the usage limits and restrictions specified in the Order Form, including limits on User seats.

### **2. Platform Access.**

A. *Order Form.* Provider will review any order request upon receipt from Customer. Provider may refuse to accept such order request in its discretion.

B. *Access.* Provider will provide Customer with revocable, non-exclusive, non-transferable, non-sublicensable access to the Platform during the Subscription Term for Users to access and

use the Platform solely for the purpose of accessing the Provider Materials as set forth in the Order Form. Provider will further provide Customer with access to any Documentation as generally made available by Provider to any other customer. Use of the Platform and Documentation is subject to the metrics and limitations as set forth in the Order Form, including the number of Users. Provider will use commercially reasonable efforts to make the Platform and Provider Materials available during regular business hours, subject to maintenance and emergency downtime.

C. *Updates.* Provider may update or upgrade the Platform from time to time and modify features or functions of the Platform or Provider Materials. Provider will use commercially reasonable efforts to provide Customer with notice of such updates, upgrades, or other modifications if Provider reasonably anticipates the same may materially impact use of the Platform. Customer's agreement under these Terms is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Provider.

D. *User Accounts.* Customer will provide Provider with Customer Data regarding each of Customer's Users as reasonably required by Provider to establish usage credentials for each User. Each User will be required to provide a username, password, and other information to register a user account ("**User Account**") to access the Platform. All User Accounts will be dependent upon Customer's account with Provider. Between Customer and Provider, Customer is solely responsible for maintaining the confidentiality and security of the User Accounts' login credentials. Customer must immediately notify Provider if Customer or any User becomes aware of any unauthorized use of a User Account. Notwithstanding the foregoing, Customer is solely responsible for any activity that occurs under a User Account, whether or not such activity is authorized. A User Account (including the login credentials thereto) may only be accessed and used by the designated User and must not be shared with any other individual or entity. In the event any User is no longer under the employ of Customer, Customer may request reassignment of such User Account to a new User and provide Provider with the requisite Customer Data to facilitate the same. Additional User Accounts may be purchased during the Subscription Term at Provider's then-current rates, pro rated to be concurrent with the existing Subscription Term. The number of User Accounts purchased may not be reduced during any Subscription Term.

E. *Professional Services.* Provider will perform all implementation, configuration, setup, training, and other professional services as may be described in the Order Form (together, "**Professional Services**").

F. *Subcontractors.* Provider may engage third-party contractors to facilitate Provider's performance of its obligations hereunder, provided that Provider will remain responsible for the performance of such obligations in accordance with these Terms.

### **3. License Restrictions.**

A. Customer will not, and will not permit or direct any User or third party to: (a) copy, reproduce, sell, resell, lease, license, rent, reconfigure, reverse-engineer, disassemble, decompile, translate, adapt, discover the source code of, prepare any derivative works of, update, combine with other computer code, or otherwise modify the Platform or Provider Materials or any part thereof; (b) obscure, remove, or alter any proprietary markings, designations, or notices in or on the Platform or Provider Materials; (c) develop, assist in developing, or have developed on Customer's own or any other person's behalf derivative works or any other software or services that compete with or are substantially similar to the Platform or Provider Materials; (d) use the Platform or Provider Materials for unlawful purposes; (e) transmit any material that contains any viruses, Trojan horses, worms, time bombs, cancelbots, malware, adware, or other harmful computer code or programming routines to or through the Platform; (f) use the Platform for timeshare or service bureau purposes or otherwise make the Platform or any Provider Materials, in whole or in part, available to any third party other than Users with a registered User Account; (g) interfere with or disrupt the integrity or performance of the Platform or Provider Materials; or (h) attempt to gain unauthorized access to, or otherwise circumvent any security controls or measures for, the Platform or Provider Materials.

B. Customer is restricted from and shall not upload any "**Prohibited Data**" to the Platform, which means any: (1) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (2) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); (3) credit, debit, or other payment card data or financial account information, including bank account numbers; (4) social security numbers, driver's license numbers, or other government identification numbers; (5) other information subject to regulation or protection under specific laws such as the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations); or (6) any data similar to the above protected under foreign or domestic laws. Customer also must not use the Platform or related features in connection with any activities where its use or failure could lead to death, personal injury, or environmental damage, such as in life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control (collectively, "**High-Risk Activities**"). Customer acknowledges that the Platform and related features are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Provider is not a Business Associate as defined under HIPAA. Therefore, notwithstanding anything contrary contained in this Agreement, Provider has no liability for Prohibited Data processed, or High Risk Activities-related use, in connection with the Platform.

### **4. Customer Obligations.**

A. Customer agrees to provide Provider with (a) Customer Data and Customer Content reasonably required by Provider to provide access to the Platform and Provider Materials and the Platform in accordance with Documentation, (b) reasonable assistance and cooperation in the performance of the Professional Services, and (c) all permissions, authorizations, and approvals as reasonably requested by Provider to provide the Platform. Customer

acknowledges that Provider will not be responsible for any failure or delay to provide the Platform to the extent resulting from Customer's failure or delay to perform its obligations herein.

B. Customer has and will retain sole responsibility for: (a) the content and legality of all Customer Data and Customer Content; (b) the security and use of all User Accounts; (c) maintaining the records of User activities, including Users' training data and training records; and (d) all access to and use of the Platform and Provider Materials directly or indirectly by or through the User Accounts, with or without Customer's knowledge or consent.

C. It is solely Customer's obligation to be familiar with and abide by all applicable local, national and international laws and regulations (including but not limited to policies and laws related to the privacy of personal information of Users) in relation to the use of the Platform and the Provider Materials. PROVIDER PROVIDES NO GUARANTEE OR ASSURANCE THAT USE OF OR ACCESS TO THE PLATFORM OR PROVIDER MATERIALS IS SUFFICIENT FOR CUSTOMER TO MEET ANY LEGAL OBLIGATIONS. COMPLIANCE WITH ANY LEGAL OBLIGATIONS AND THE DETERMINATION OF THOSE LEGAL OBLIGATIONS IS SOLELY THE RESPONSIBILITY OF CUSTOMER. Provider does not and will not interpret any laws, rules, or regulations for Customer, and Customer is ultimately responsible for making informed decisions regarding the use of the Platform and Provider Materials, data collection and retention of all Customer Data for of Users (and the legalities of such collection, use, disclosure, and retention), and whether or not the Platform and Provider Materials meet Customer's needs.

D. The Platform is not designed to be Customer's system of record for Customer Data as it relates to User's training or Customer's legal obligations. Customer is solely responsible for extracting any Customer Data from the Platform and retention of all such Customer Data sufficient to meet Customer's legal obligations. Provider will endeavor to do regular back-ups of Customer Data during the Subscription Term, not to exceed one (1) year of Customer Data, after which time any and all Customer Data from the prior year may be purged from the Platform. PROVIDER HAS NO OBLIGATION TO MAINTAIN ANY CUSTOMER DATA BEYOND ONE YEAR FROM WHEN IT WAS PROVIDED BY OR COLLECTED FROM CUSTOMER OR ANY USER.

**5. Customer Data.** Customer is the owner of all right, title, and interest in and to Customer Data and Customer Content. Customer may download Customer Data during the Subscription Term at no additional cost. Any Customer Data that consists of Personal Data for Customer's Users is subject to the Provider Data Protection Addendum located online at [www.saferwithscout.com](http://www.saferwithscout.com). Customer hereby grants Provider the right (a) to access, collect, copy, reproduce, display, modify, prepare derivative works of, distribute, transfer, and otherwise use and process Customer Data and Customer Content to perform its obligations under these Terms, and (b) aggregate and anonymize Customer Data to generate Anonymized Data. Customer agrees that Provider will own all right, title, and interest in and to such Anonymized Data and as such Customer understands and agrees that Provider may use such Anonymized Data for any purpose, including marketing, research and development, development of new products and services, and to make improvements to Platform or Provider Materials. Provider reserves the right to remove any Customer Data or Customer Content that it believes is in violation of these

Terms or that creates any legal or security risk or threat to Provider, its systems or networks, or any third party.

**6. Data Security.** Provider will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the security of the Platform and prevent unauthorized or unlawful access, use, or deletion of Customer Data within Provider's possession, custody, and control. However, use of the Platform by Customer requires use of the internet and third-party telecommunications and other network infrastructures, which are outside the custody, control, and responsibility of Provider. Customer understands the risk of using any service that requires use of the internet and such third-party infrastructures and accepts and assumes such risk.

**7. Support Services.** Provider will, at no additional cost to Customer, use commercially reasonable efforts to provide remote technical support for the Platform as specified in the Order Form ("**Support Services**"). Customer will cooperate with Provider in Provider's performance of the Support Services, including by providing Provider with data, equipment, information, personnel access, and other assistance and materials as Provider may reasonably request.

**8. Fees; Expenses.**

A. *Fees.* All applicable fees will be Provider's standard fees for the applicable Provider Material and Users ("**Fees**"). Recurring annual subscription Fees are invoiced in advance and one-time Fees are invoiced on the date of the Order Form. Customer will pay all Fees invoiced by Provider within 30 days of the invoice date without setoff or deduction. Fees are exclusive of any applicable sales taxes and similar charges. Any amounts not paid when due will bear late charges equal to 1.5% per month or the maximum rate permitted by applicable law, whichever is less. All Fees are nonrefundable unless otherwise agreed in writing by Provider.

B. *Expenses.* Customer will reimburse Provider for all out-of-pocket expenses reasonably incurred by Provider in connection with the performance of the Professional Services. Provider will provide documentation of those expenses to Customer upon Customer's request.

C. *Taxes.* Customer is responsible for all sales, use, or excise taxes and similar charges imposed by a governmental taxing authority, excluding taxes on Provider's net income.

**9. Term; Termination.**

A. *Term.* These Terms are effective as of the date Customer enters into an Order Form with Provider and will remain in full force and effect until all Order Forms have been terminated or expired in accordance with these Terms.

B. *Term of Order Form.* An Order Form commences on the date thereof and continues for the Subscription Term or until terminated earlier in accordance with these Terms. The Subscription Term will automatically renew for successive one-year periods at Provider's then-

current rates unless either party provides the other party with at least 90 days' prior written notice of non-renewal.

C. *Termination for Cause.* Either party may terminate the Order Form for the other party's material breach of these Terms, if the terminating party provides the breaching party with at least 30 days' prior written notice and the breaching party fails to cure the breach during such 30-day period.

D. *Termination for Other Circumstances.* Customer understands and agrees that Provider's ability to provide the Platform and Provider Materials is reliant on one or more third party contractors and subcontractors. In the event of termination of one or more of those third party contractors and subcontractors, Provider may terminate these Terms upon notice to Customer.

E. *Obligations Upon Termination.* Upon any non-renewal or other termination of the Order Form, Customer will (and will ensure all Users) immediately cease all access to and use of the Platform and Provider Materials, and Customer will pay Provider all outstanding Fees and other expenses due under the applicable Order Form. All sections which by their nature should survive the termination or expiration of these Terms will survive any termination or expiration of these Terms.

#### **10. Intellectual Property Rights; Feedback.**

A. *Rights in the Platform and Provider Materials.* Provider and its suppliers and licensors, as applicable, are the exclusive owners of all right, title, and interest in and to the Platform, the Documentation, the Provider Materials, and all ideas, concepts, know-how, methodologies, and techniques related to the same, including all patent, copyright, trademark, trade secret, and other intellectual property rights, whether developed by or on behalf of Provider prior to or during the Subscription Term. Provider will be free to use any general knowledge, experience, skills, ideas, concepts, techniques, and know-how that are retained by Provider's personnel in connection with these Terms. Except as expressly stated in these Terms, no licenses or other rights, express or implied, are granted by Provider to Customer under any patent, copyright, trademark, trade secret, or other intellectual property right of Provider.

B. *Feedback.* Provider is the exclusive owner of and Customer hereby irrevocably assigns to Provider all right, title, and interest (including all intellectual property rights) in and to all feedback pertaining to the Platform or the Provider Materials as may be provided by Customer or the Users, including suggestions, enhancements, recommendations, and other comments (collectively, "**Feedback**"). Customer agrees that Feedback may be used by Provider for any purpose, without attribution or compensation to Customer or any User, but that under no circumstances is Provider required to use any Feedback.

**11. Use of Marks.** Neither party may, without the other party's prior written consent, use the names, logos, or trademarks of the other party, except that Provider may identify Customer as customer in its marketing materials and on its customer lists.

## **12. Warranties; Disclaimer.**

A. *Mutual Warranties.* Each party warrants that it has the authority to enter into these Terms and to perform its obligations under these Terms and that it is under no contractual obligation that will interfere with its ability to satisfy its obligations under these Terms.

B. *Customer Warranties.* Customer warrants that: (i) Customer has the right to provide Customer Data and Customer Content to Provider to process and use the same as permitted by these Terms; (ii) Customer Data and Customer Content does not include any Prohibited Data; and (iii) that it and its Users will use the Service only in compliance with the Documentation, these Terms and any applicable Order Form(s).

C. *Provider Warranties.* Provider warrants that (i) the Platform will perform substantially in accordance with the applicable Documentation; and (ii) Provider will perform the Professional Services in a workmanlike and reasonably diligent manner, consistent with professional standards of performance generally accepted within the industry. For any breach of the warranties herein, Provider's sole and exclusive liability and Customer's sole and exclusive remedy will be for Provider to use commercially reasonable efforts to repair the Platform and/or re-perform the non-conforming Professional Services at no additional cost to Customer.

D. *Disclaimer of Warranties.* PROVIDER DOES NOT WARRANT OR REPRESENT THAT ANY USE OF THE PLATFORM OR PROVIDER MATERIALS WILL ENSURE CUSTOMER'S COMPLIANCE WITH LAWS. EXCEPT THE EXPRESS WARRANTIES PROVIDED IN SECTION 12(C), THE PLATFORM AND THE PROVIDER MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, AND OTHERWISE, WITH REGARDS TO THE PLATFORM AND THE PROVIDER MATERIALS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE. PROVIDER DOES NOT WARRANT THAT THE PLATFORM OR THE PROVIDER MATERIALS WILL BE FREE OF ERROR, VIRUSES, OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED. PROVIDER DOES NOT GUARANTEE THE QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM OR THE PROVIDER MATERIALS. THE ADVICE AND TECHNIQUES PROVIDED IN THE PROVIDER MATERIALS MAY NOT BE SUITABLE FOR EVERY SITUATION, PERSON, ORGANIZATION, OR BUSINESS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT PROVIDER IS NOT ENGAGED IN RENDERING LEGAL ADVICE OR LEGAL SERVICES.

## **13. Indemnification.**

A. *By Provider.* Provider will indemnify, defend, and hold harmless Customer, its affiliates, and their respective directors, officers, employees, and Users from and against all claims, complaints, actions, lawsuits, demands, proceedings, losses, liabilities, damages, judgments, settlements, fees, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any claim brought by a third party that the Provider Material as made available by Provider via the Platform infringes the United States intellectual property rights of such third party (an "**Infringement Claim**"). In the event of an Infringement Claim, in addition to its indemnification obligation, Provider will either: (x) modify the infringing item to make it non-infringing without materially affecting the functionality thereof; or (y) procure for Customer the right to continue using the infringing item in accordance with the

Terms. If Provider, in its sole discretion, determines that neither (x) nor (y) is commercially feasible, Provider will terminate the affected Order Form and refund Customer a pro rata portion of any prepaid Fees. This Section sets forth Provider's sole and exclusive liability with respect to any Infringement Claim. Notwithstanding anything to the contrary herein, Provider will have no liability for any Infringement Claim to the extent it is based upon: (i) use of the Platform or Provider Materials in a manner other than for which it was intended, or as permitted in these Terms; (ii) modifications or changes made to the Platform or Provider Materials which were not authorized by Provider in writing; (iii) operation of the Platform or use of the Provider Materials in combination with other products not supplied by Provider; or (iv) Provider's compliance with Customer's designated designs, material usage or specifications.

B. *By Customer.* Customer will indemnify, defend, and hold harmless Provider, its affiliates, and their respective directors, officers, employees, contractors, representatives, consultants, agents, suppliers, and licensors from and against all claims, complaints, actions, lawsuits, demands, proceedings, losses, liabilities, damages, judgments, settlements, fees, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) misuse of the Platform or any Provider Materials by Customer or any User or any other breach of these Terms, (b) any violation of laws or use of the Platform or Provider Materials to further any unlawful scheme; or (c) any third-party claim that Provider's use or processing of Customer Data or Customer Content as permitted under these Terms violates the intellectual property rights or privacy rights of a third party or otherwise is in violation of applicable laws.

#### **14. Limitation of Liability.**

A. To the maximum extent permitted by applicable law, in no event will Provider be liable to Customer or any third party for any loss of profits, loss of goodwill or business opportunities, costs of procurement of substitute goods or services, loss of data, or any indirect, special, incidental, exemplary, punitive, or consequential loss or damage arising out of or in connection with the Services, whether the claim is based in contract, tort (including negligence), strict liability, warranty, or otherwise, and even if Provider has express knowledge of the possibility of the loss or damage. Without limiting the foregoing, in no event will Provider's liability to Customer or any third party exceed the amount of Fees paid by Customer under the applicable Order Form during the six-month period immediately preceding the event that gave rise to the liability, even if this remedy fails of its essential purpose.

B. Customer acknowledges and agrees that the Provider Materials may include, and the Users may be exposed to: (a) graphic training videos displaying real life surveillance footage showing the death of and/or serious injury of persons; (b) loud noises, including simulated gunshots and/or bombs, yelling/screaming, sirens, and alarms; and (c) physical and mental stress. Customer, on behalf of itself and all Users, agrees to assume full responsibility for personal injury or emotional distress to any Users relating to the use of the Platform and/or Provider Materials, and further release and discharge Provider from any claim, injury, loss, or damage arising out of Customer's or any User's use of the Provider Materials.



**15. Force Majeure.** Except for Customer's payment obligations, neither party will be liable for failure or delay in performing any obligation under these Terms due to circumstances beyond its reasonable control that prevent it from performing its obligations, including without limitation acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances, or terrorism, and power, communications, satellite, or network failures.

**16. Audit; Suspension.** Upon reasonable prior written notice and in a manner that does not unreasonably disrupt Customer's day-to-day operations, Provider and its designated representatives may audit, examine, and make copies of data and other information in Customer possession or control that relate to or concern Customer's compliance with these Terms. Additionally, Provider may remotely monitor Customer's use of the Platform for purposes of evaluating Customer's compliance with these Terms. Provider may immediately suspend Customer's access to the Platform and the Provider Materials if Provider reasonably suspects a material breach of these Terms has occurred or if any Fees remain unpaid for more than 30 days following any due date. Provider will use commercially reasonable efforts to notify Customer prior to any suspension.

**17. Injunctive Relief.** A party's breach of Sections 3, 10, or 11 may cause irreparable harm to the other party and monetary damages would be insufficient to remedy that harm. Accordingly, in the event of actual or threatened breach of any of those sections, the non-breaching party will be entitled to seek injunctive relief, without the need to post bond or prove damages, in addition to any other remedies available at law or at equity.

**18. Relationship of the Parties.** Provider is an independent contractor. These Terms do not create any employment, agency, partnership, or joint venture relationship between the parties. Neither party has any authority to contract for or bind the other in any manner or make any representation or commitment on behalf of the other.

**19. Notice.** All notices, consents, and other communications permitted or required to be given under these Terms must be in writing and addressed to the recipient's address set forth in this section or such other address as the recipient provides in accordance with this Section and will be deemed validly given upon delivery if personally delivered with fees prepaid, including by a recognized courier service; upon receipt if delivered by certified or registered United States mail, postage prepaid and return receipt requested, as indicated by the date on the signed receipt; or on the date the email is sent if via email. Where Provider is the recipient, communications must be sent to [info@noblesix.us](mailto:info@noblesix.us). Where Customer is the recipient, Customer agree that communications may also be sent to Customer's email address on file with Provider.

**20. Governing Law.** These Terms are governed by the laws of the State of Wisconsin without regard for its conflict of law principles. The Uniform Computer Information Transactions Act or any version thereof adopted by any state in any form does not apply to these Terms. The United Nations Convention for the International Sale of Goods does not apply. Venue is exclusively in the state or federal courts, as applicable, located in Waukesha County, Wisconsin with respect to any dispute arising under these Terms.

**21. Insurance.** Throughout the Subscription Term, each party will maintain, at its own cost and expense, insurance coverages with terms, conditions and limits that are reasonable and prudent in the context of its business in general and these Terms in particular. Insurance coverages will include: (i) workers compensation as required by law, and (ii) commercial general liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate. Upon request, each party will provide verification of its insurance coverage by providing an updated certificate of insurance.

**22. General.**

A. These Terms, including the Order Form, the Privacy Policy, and any items that may be incorporated by reference therein as well as any additional terms, policies, and disclaimers that may be posted within the Platform, are the entire agreement between the parties with respect to the subject matter of these Terms and supersede all previous agreements and understandings, whether oral or written, between the parties with respect to the subject matter of these Terms.

B. Any amendment to these Terms must be in writing and signed by an authorized representative of each party. If Customer submit order forms, purchase orders, or other documents, no preprinted or other terms contained in those documents will amend or supersede any provision of these Terms and Provider expressly rejects such terms in their entirety.

C. A party's failure to enforce any provision in these Terms will not constitute a waiver of that provision or any other provision. The waiver by either party of any provision of these Terms will not be deemed a future waiver of the same provision or a waiver of any other provision.

D. If any provision of these Terms is held to be unenforceable in any jurisdiction, that provision will be ineffective as to that jurisdiction to the extent of the invalidity or unenforceability and without invalidating any other provision of these Terms.

E. Customer will not assign its rights or delegate its obligations under these Terms without Provider's prior written consent. Upon written notice to Customer, Provider may freely assign its rights and/or delegate its obligations under these Terms (i) to an affiliate of Provider at any time or (ii) in the event of change in control, including merger, consolidation, or sales of all or substantially all of Provider's assets. These Terms will inure to the benefit of and be binding upon the parties' respective successors and permitted assigns.

F. The headings in these Terms are for convenience only and will not be construed to affect the construction or interpretation of any provisions of these Terms.