ITLAQ SPARK FORMS BUILDER SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (the "Agreement") is entered into by and between the individual or organization purchasing the subscription ("Customer") and ITLAQ Technologies ("ITLAQ"), and describes the terms and conditions pursuant to which ITLAQ shall provide Customer with access to its System called SPARK Forms Builder ("Service").

A Customer ordering the Service for Office 365 shall maintain an active Microsoft Office 365 subscription containing SharePoint Online.

BY ACCEPTING THIS AGREEMENT, BY PURCHASING A SUBSCRIPTION TO ACCESS THE SERVICE THROUGH AN ORGANIZATION WHICH HAS PURCHASED A SUBSCRIPTION, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1. DEFINITIONS

1.1 **Affiliate:** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 **Customer:** means the entity that has entered into this Agreement. If an individual enters this Agreement on behalf of a company or other legal entity, such individual represents that he or she has the authority to bind such entity to this Agreement.

1.3 **Customer Content:** means all data used by Customer in connection with the Service.

1.4 **Order:** means an order for Services. An Order may include multiple Subscriptions to Services.

1.5 **Documentation:** means any on-line help files for use and operation of the Service or any other technical materials that have been provided to Customer containing a detailed list of specifications for the Service.

1.6 **Effective Date:** means the later of the dates on which Customer and ITLAQ have executed this Agreement.

1.7 **Representative:** means an employee, officer, director, or agent of a party.

1.8 **Intellectual Property Rights:** means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

1.9 **Order Form:** means the ITLAQ Order Form for the Service executed by Customer.

1.10 **Users:** means a person who is authorized to use the Services, for whom a subscription to a Service has been purchased.

2. SERVICE USE AND ACCESS

2.1 **Grant of License to Customer.** Subject to the terms and conditions of this Agreement, ITLAQ hereby (a) grants to Customer a limited, nonexclusive and nontransferable license to use the Service during Term of this Agreement. This license does not transfer to Customer or its approved affiliates any title or any proprietary or intellectual property rights to the Service or any components thereof, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein. The Service and Documentations are copyrighted works of authorship of ITLAQ and its vendors and, except as set forth herein, may not be copied, reproduced, distributed or transferred by any means or in any form, without the express written permission of ITLAQ. Customer agrees that it is responsible

for ensuring that any use of the Service is strictly in accordance with the terms and conditions of this Agreement.

2.2 **Proprietary Property.** Customer acknowledges that as between Customer and ITLAQ, the Service is the proprietary property of ITLAQ and that ITLAQ shall retain all right, title and interest, including copyrights and trade secret rights, in and to the Service and all modifications, revisions, enhancements or improvements thereof.

2.3 **Restrictions.** Customer agrees, that except as expressly permitted herein, it will not itself, or through any third party: (a) sell, rent, lease, license, sublicense, pledge, or encumber its rights under this Agreement or the System, or any part thereof to any third party; (b) assign, distribute, transfer, furnish or otherwise disclose or make available the System, or any part thereof to any third party (c) modify, add to, decompile, disassemble, or reverse engineer the System, in whole or in part, or attempt to do so; (d) write or develop any derivative software or any other software program based upon the Service or any Confidential Information, (e) use the Service or any part thereof after the Term of this Agreement or (f) transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, or time bombs, (g) reverse engineer or decompile any portion of the Service, including but not limited to, any software utilized by ITLAQ in the provision of the Service, except to the extent required by applicable law; (h) access the Service in order to build any commercially available product or Service or otherwise commercially exploit the Service; or (i) copy any features, functions, integrations, interfaces, or graphics of the Service.

2.4 **Service Access.** The Service is provided by ITLAQ on a subscription basis for a set term designated herein or in the applicable Order Form. The Service may be delivered to Customer as software to be installed on Customer's designated on-premises server, for integration with Customer's Office 365 platform (in which case Customer shall maintain an active Microsoft Office 365 subscription containing SharePoint Online), and/or as an online service, as designated in the applicable Order Form. Customer may make copies of the Documentation for use solely by Customer and Authorized Users. All copies of the Documentation will be subject to all terms and conditions of this Agreement. Whenever Customer is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings noted on the original Documentation must be reproduced as they appear on the original.

2.5 **Trial Access.** If ITLAQ has made available to Customer free, trial or evaluation access to the Service to evaluating the Service to determine whether to purchase a subscription from ITLAQ, ITLAQ will make the Service available to Customer on a trial basis until the earlier of (a) the end of the trial period for which the Customer registered to use the Service, or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service. Additional trial terms and conditions may be included in the trial documentation. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. The Trial Access is subject to the terms of this Agreement. ITLAQ has the right to terminate Trial Access at any time. ITLAQ will have no warranty, indemnity, support, or other obligations with respect to trial access.

2.6 **Usage Limits.** Service are subject to usage limits, including, for example, the quantities specified in Order Forms. If the Order Form has a limit on Sites, the Service may not be accessed by more than that number of Sites. Other limits may be specified on the Order Form together with charges for additional usage. Where not covered by an existing Order Form, Customer will execute an Order Form for additional quantities of the Service promptly. ITLAQ will invoice Customer for any usage charges in accordance with Section 3.4 (Invoicing and Payment). If Customer's usage is in excess of the Purchased Limits, ITLAQ will work with the Customer in good faith to bring usage within the Purchased Limits. If Customer is unable to comply with the applicable Purchased Limits, Customer will execute an Order Form for additional quantities promptly upon ITLAQ's request.

2.7 **Customer Responsibilities.** With respect to the Service, except as otherwise set forth herein, Customer shall be solely responsible for (a) its selection to achieve Customer's intended results; (b) its use and operation, and the connection or interface between the Service and any Customer computer hardware or peripherals; (c) the results obtained therefrom; (d) any data entry and loading of Customer Data; (e) promptly notifying ITLAQ of any problems or failures of the Service to substantially perform in accordance with the Documentation, (f) use the Service only in accordance with the terms of this Agreement and applicable laws and government regulations, and (g) use commercially reasonable efforts to prevent

unauthorized access to or use of the Service, and notify ITLAQ promptly of any such unauthorized access or use.

2.8 **ITLAQ Responsibilities.** ITLAQ shall implement commercially reasonable technical and organizational measures to secure availability, confidentiality and integrity with respect to the Service and other Customer Content and information. However, unless explicitly otherwise agreed in writing between Parties, the Service is provided on an "as is" and "as available" basis. The Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. ITLAQ is not responsible for any delays, delivery failures, or other damage resulting from such problems. ITLAQ shall retain the right to collect usage telemetry and other statistics from the Service to be used to monitor compliance with applicable usage limits, and for diagnostic, operational, performance, and product improvement purposes.

3. FEES AND PAYMENT

3.1 **Subscription Fees.** In consideration of the rights granted herein, Customer shall pay ITLAQ the fees ("Subscription Fees") in the amounts and according to the payment terms specified in all Order Forms. Except as otherwise stated in an Order Form, all fees are quoted and payable in U.S. dollars and are based on Service rights acquired and not actual usage. Except as otherwise stated in an Order Form or as provided herein, payments must be made on an annual basis in advance.

3.2 **Taxes.** All amounts payable to ITLAQ as specified herein are in United States dollars and are net of all Taxes. Customer shall pay all Taxes, paid or payable in connection with this Agreement as applicable. Customer shall not deduct from payments due ITLAQ hereunder any amounts paid or payable to third parties for Taxes. All Taxes due by Customer hereunder shall become due and payable when billed by ITLAQ to Customer, or when assessed, levied or billed by the appropriate tax or governmental authority, even if such billing occurs subsequent to expiration or termination of this Agreement.

3.3 **Non-cancelable and non-refundable.** All payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable.

3.4 **Invoicing and Payment.** ITLAQ will invoice Customer at billing frequency stated in the applicable Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. Customer are responsible for providing complete and accurate billing and contact information to ITLAQ and notifying ITLAQ of any changes to such information.

3.5 **Overdue Charges.** If any invoiced amount is not received by ITLAQ by the due date, then without limiting ITLAQ rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 3.4 (Invoicing and Payment).

3.6 **Suspension of Service.** If Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, ITLAQ reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full.

4. CONFIDENTIALITY INFORMATION

4.1 **Definition of Confidential Information.** For the purposes of this Agreement, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Customer Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Disclosing Party. However, Confidential Information (other than Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing

Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

4.2 **Protection of Customer Data.** ITLAQ shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. We shall not (a) modify Customer Data, (b) disclose Customer Data except as compelled by law in accordance with Section 4.4 (Compelled Disclosure) or as expressly permitted by You, or (c) access Customer Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with support matters.

4.3 **Non-Disclosure of Confidential Information.** Both parties understand that during the term of this Agreement, either party may have access to and become familiar with Confidential Information. Both parties agree that, except with the other party's prior written consent, neither Customer nor ITLAQ, nor their employees and agents shall disclose any of the other party's Confidential Information directly or indirectly, nor use such Confidential Information in any way, either during the term of this Agreement or at any time thereafter, except as required in the course of the Agreement with and to perform services under this Agreement. For clarity, ITLAQ shall be entitled to permit consultants providing services to Customer in connection with the Service to have access to Customer's Confidential Information. Confidential Information shall NOT include: (i) all information already present in the public domain on the date hereof, (ii) all information known by the receiving party prior to disclosure, (iii) all information independently developed by either party without access to related trade secrets or Confidential Information of the other party, and (iv) all information received by either party from a third party not under an obligation of confidentiality. All Confidential Information shall remain the property of the disclosing party. The obligation of confidentiality in this Agreement shall remain in force for the Term and shall survive termination of this Agreement for any reason.

4.4 **Compelled Disclosure.** For compelled disclosure of confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), the Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

5. **WARRANTIES AND LIMITATION OF LIABILITY**

5.1 **ITLAQ Warranties.** ITLAQ warrant that (i) the Purchased Service shall perform materially in accordance with the User Guide, and (ii) subject to Section 5.7 (Third Party Warranties), the functionality of the Service will not be materially decreased during a Subscription term. For any breach of ITLAQ warranties, including Mutual Warranties under Section 5.3 (Mutual Warranties), the Customer exclusive remedy shall be as provided in Section 7 (Terms and Termination) Term and Termination.

5.2 **Customer Warranties.** Customer warrant that the use of the Service will not breach the intellectual property of any third party.

5.3 **Mutual Warranties.** Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code.

5.4 **Disclaimer.** Except as expressly provided in this Agreement, ITLAQ do not make any warranties of any kind, whether express, implied, statutory or otherwise, and ITLAQ specifically disclaim all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

5.5 ITLAQ obligations are contingent on the Customer's proper use and care of the Service, and do not cover Third Party Applications or any part of the Service that have been modified by anyone other than ITLAQ.

5.6 ITLAQ do not warrant that ITLAQ will be able to rectify all defects in the Service, nor that any defect which does not materially affect the Customer use of the Service will be corrected.

5.7 **Third Party Warranties.** Customer shall have the benefit of any third party warranties, service agreements and infringement indemnities available to licensees of the Third Party Software; provided, however, that

Customer's sole remedy for breach of any such warranty, indemnification, service agreement, or other rights shall be against the third party offering such rights.

5.8   Improper Use. The warranties to Customer contained herein will apply only if the System has been properly used by Customer in accordance with the terms and conditions of this Agreement and the Documentation.

5.9   Limitation of Warranty. SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ITLAQ ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ITLAQ MAKES NO WARRANTIES, WHETHER ORAL, EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO ACCESS, THE SERVICE OR ANY COMPONENT OR PORTION THEREOF, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. ITLAQ SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, NON-INTERFERENCE, MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, IF ANY, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

5.10   Limitation of Liability: NEITHER ITLAQ, NOR ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF PROPERTY, LOSS OF DATA, LOSS OF PROFITS, OR LOSS OF GOODWILL, WHICH MAY ARISE IN CONNECTION WITH THE FURNISHING, PERFORMANCE, USE OR INABILITY TO USE THE SERVICE, ANY COMPONENTS OR PORTION THEREOF, ANY MODIFICATIONS, ANY REVISIONS OR DERIVATIVE WORKS THEREOF, OR ANY SERVICES PERFORMED OR TO BE PERFORMED BY ITLAQ, REGARDLESS OF WHETHER ITLAQ HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGE OCCURRING, OR WHETHER SUCH CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT, NEGLIGENCE, EQUITY, STRICT LIABILITY, TORT, PRODUCTS LIABILITY, OR OTHERWISE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL ITLAQ'S LIABILITY FOR ANY DAMAGES TO CUSTOMER OR ANY OTHER PARTY EVER EXCEED, IN THE AGGREGATE, THE SUBSCRIPTION FEES PAID BY CUSTOMER TO ITLAQ UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD ENDING ON THE DATE OF DELIVERY OF NOTICE TO ITLAQ OF CUSTOMER'S CLAIM, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, EQUITY, STRICT LIABILITY, TORT, PRODUCTS LIABILITY, OR OTHERWISE.

6.   INDEMNIFICATION

6.1   Customer shall indemnify, defend and hold harmless ITLAQ against any loss, damage or expense incurred by ITLAQ as a result of claims, actions, or proceedings brought by any third party arising from (a) use of the Service by Customer, its approved affiliates, or Authorized Users in a manner not permitted by this Agreement or Customer's breach of the restrictions set forth in Section 2.3 (Restrictions); (b) acts of gross negligence, bad faith, willful misconduct or reckless disregard by Customer, or its Authorized Users relating to this Agreement, or (c) any use of the System by third parties who gain access by or through Customer; provided, however, that (i) ITLAQ shall have given Customer prompt written notice of such claim, demand, suit or action, (ii) ITLAQ shall cooperate with said defense by complying with Customer's reasonable instructions and requests to ITLAQ in connection with said defense, and (iii) Customer shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof, unless the claim involves or relates to an intellectual property right of ITLAQ, in which case ITLAQ may elect to have sole control over the defense and/or settlement of such claim.

7.   TERM AND TERMINATION

7.1   Term of Agreement. This Agreement will commence on the Effective Date and continue for a period of twelve (12) months (the "Initial Term"), and will automatically renew at the end of the Initial Term (or any renewal term) for a period of one year (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless either party provides written notice to the other of nonrenewal at least ninety (90) days before the end of the Initial Term or any renewal term. Any such renewal will be at the list price in effect at the time of such renewal.

7.2 **Termination.** "Termination Event," wherever used herein, means any of the following events: (a) Customer fails to pay the undisputed portion of any amount due hereunder within thirty (30) days following written notice of such failure by ITLAQ (b) Customer or ITLAQ is in breach of any material term, condition or provision of this Agreement, and if such breach is curable, such breach is not cured within thirty (30) days after the non-breaching party gives the breaching party written notice of the breach; or (c) Customer is in breach of Section 2.3 (Restrictions) or Section 4 (Confidentiality Information). If any Termination Event occurs, the party entitled to termination may, by written notice to the other party, terminate this Agreement. Except as otherwise noted therein, the provisions of Sections 2.3 (Restrictions), Section 3 (Fees and Payments), Section 5.10 (Limitation of Liability), and Section 4 (Confidentiality Information) will survive and remain in full force and effect following the termination of this Agreement.

7.3 **Effect of Termination.** Upon any termination of this Agreement, Customer must, as of the date of such termination, immediately cease accessing or otherwise utilizing the Service and ITLAQ Confidential Information. Termination for any reason will not relieve Customer of the obligation to pay any fees accrued or due and payable to ITLAQ prior to the effective date of termination. Upon termination for cause by ITLAQ, all future amounts due under all Order Forms will be accelerated and become due and payable immediately.

8.   MISCELLANEOUS

8.1 **Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by facsimile, if a confirmation of transmission is produced by the sending machine, or (c) sent by overnight courier, in each case properly posted and fully prepaid to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, or one (1) business day after delivery in the case of facsimile transmission or overnight courier service.

8.2 **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of ITLAQ. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

8.3 **Force Majeure.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without gross negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorist acts, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

8.4 **Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

8.5 **Severability.** If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, INDEMNIFICATION OR EXCLUSION OF DAMAGES OR OTHER REMEDIES IS INTENDED TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SHALL REMAIN IN EFFECT.

8.6 **Entire Agreement.** This Agreement and the Order Form(s) constitute the entire agreement between Customer and ITLAQ regarding the Service and supersede all prior and contemporaneous agreements,

proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. No provision of any purchase order or other business form employed by Customer, including any electronic invoicing portals and vendor registration processes, will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

8.7   **Publicity.** Customer agrees that ITLAQ may include Customer's name and logo in customer listings, press releases, product brochures and financial reports indicating that Customer is a customer of ITLAQ. Communications to the public that go beyond identification of Customer as a customer of ITLAQ must be pre-approved by Customer

8.8   **Remedies.** Except as otherwise expressly provided for herein, no exercise or enforcement by either party of any right or remedy under this Agreement, including termination under Section 7 (Term and Termination), will preclude the concurrent or successive enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce, if any.

8.9   **Governing Law.** This Agreement shall be governed by the substantive laws of the state of Florida, without reference to its conflict of law principles.

8.10   **Compliance with Laws.** Each party shall comply with all United States federal, state, and local laws, statutes, rules and regulations applicable to this Agreement.

8.11   **Export jurisdiction.** The Services are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations as well as end-user, end-use and destination restrictions issued by U.S. and other governments.