

**CRONSIGHTS
SAAS AGREEMENT**

THESE SAAS TERMS AND CONDITIONS APPLY TO YOUR USE OF THE SERVICES PROVIDED BY THE FORCEMEISTER, INC. (DBA CRONSIGHTS).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

BY USING THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (A) YOU HAVE READ ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ACCEPTED ORDER (AS DEFINED BELOW); (B) YOU UNDERSTAND ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ACCEPTED ORDER; AND (C) YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ACCEPTED ORDER.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OR CONDITIONS SET FORTH BELOW AND IN THE ACCEPTED ORDER, CRONSIGHTS IS UNWILLING TO PROVIDE ANY OF THE SERVICES TO YOU.

IF YOU ARE ENTERING INTO THE ACCEPTED ORDER AND THESE TERMS AND CONDITIONS (COLLECTIVELY, THIS AGREEMENT) ON BEHALF OF A COMPANY (OR OTHER ENTITY), YOU REPRESENT THAT YOU ARE THE EMPLOYEE OR AGENT OF SUCH COMPANY (OR OTHER ENTITY) AND YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH COMPANY (OR OTHER ENTITY).

THE "EFFECTIVE DATE" OF THIS AGREEMENT IS THE DATE YOU FIRST USE THE SERVICES.

FOR THE PURPOSE OF THIS AGREEMENT, YOU AND, IF APPLICABLE, SUCH COMPANY (OR OTHER ENTITY) CONSTITUTES "CUSTOMER" OR "YOU".

1. USE OF THE SERVICES AND ORDER FORM

CronSights provides access to the Services on a limited trial no-charge basis and a regular basis. If you received access to the Services on a limited trial no-charge basis, the terms and conditions below will apply to your access and use of the Services unless otherwise indicated.

In order to receive access to the Services, you must complete an order form and submit it to CronSights. Once your submitted order form has been accepted by CronSights ("Accepted Order") and you have paid the applicable Services fees (if any), you may access and use the Services in accordance with the terms and conditions set forth below.

The Accepted Order sets forth: (a) the nature of the Services; (b) the number of employees and contractors of Customer ("Users") that may access and use the Services; (c) the Services fees; (d) whether CronSights is providing the Services on a limited trial no-charge basis or regular basis; and (e) other Services terms. The period when you receive access to the Services on a limited trial no-charge basis will be set forth in an Accepted Order (or otherwise indicated by CronSights) and is referred to as the "Trial Term".

The Accepted Order together with all of the terms and conditions set forth below constitutes a binding agreement by and between you and CronSights.

During the term of this Agreement, if you wish to add additional Users, you must submit a new order form setting for the number of additional Users. Once the new order form has been accepted by CronSights and you have paid for the additional Users, the additional Users may access and use the Services as set forth in this Agreement. Please note that with respect to additional Users: (a) the term of the additional Users' access to the Services will be coterminous with the pre-existing Subscription Period (as defined below); and (b) you will be responsible for all additional fees for the additional Users.

2. GRANTS AND RESTRICTIONS

Subject to the terms and conditions of this Agreement, CronSights grants to Customer the non-exclusive, non-transferable and revocable right to permit that number of Users set forth in an Accepted Order to access and use the Services. All software components of the Services are licensed, not sold.

Except as expressly authorized by this Agreement, Customer may not: (a) modify, disclose, alter, translate or create derivative works of the Services; (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Services; (c) disassemble, decompile or reverse engineer the Services (except to the extent and for the express purposes authorized by any and all applicable federal, national, state, provincial, municipal and local laws, regulations, rules, judicial decrees, decisions and judgments (collectively, "Laws"); (d) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (e) use the Services to store or transmit any viruses, software routines or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions ("Malicious Code"); (f) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's intranets or otherwise for Customer's internal business purposes; (g) access the Services in order to (i) build a competitive product or service, or (ii) copy any features or functions of the Services; (h) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (i) attempt to gain unauthorized

access to the Services or their related systems or networks; (j) disclose to any third party any performance information or analysis relating to the Services; (k) exceed the number of authorized Users; or (l) cause or permit any User or third party to do any of the foregoing.

In addition, Customer will: (a) not remove, alter or obscure any proprietary notices in the Services including copyright notices, or permit any other party to do so; (b) not make the Services available to anyone other than Users; and (c) take all reasonable precautions to prevent unauthorized or improper use of the Services.

Customer acknowledges and agrees that CronSights and/or Salesforce.com, Inc. ("Salesforce") may, at their sole discretion, restrict Customer's access to the use of certain applications for use with the Services.

3. CUSTOMER DATA

"Customer Data" means any information including, but not limited to, PII (as defined below) provided, made available, or submitted by Customer to the Services or retrieved by the Services from Customer's Salesforce account. "PII" means: (a) a combination of any information that identifies an individual with that individual's sensitive and non-public financial, health or other data or attribute, such as a combination of the individual's name, address or phone number with the individual's social security number or other government issued number, financial account number, date of birth, address, biometric data, mother's maiden name or other personally identifiable information; (b) any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, § 6809(4); or (c) "protected health information" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR §160.103.

CronSights neither manipulates Customer Data nor stores Customer Data outside of the Customer environment. CronSights adds a layer of data to Customer Data, and Customer acknowledges and agrees that CronSights is under no obligations to review Customer Data for accuracy or potential liability.

Customer represents and warrants that: (a) all Customer Data (as defined below) is either the sole property of Customer or has been collected from a third party by Customer in accordance with Customer's privacy guidelines; (b) Customer's privacy guidelines comply with any and all applicable Laws; (c) Customer has obtained all consents required by any and all applicable Laws to use the Customer Data in conjunction with the Services; (d) all of Customer's registration and account information is true, accurate and complete; (e) it will use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify CronSights promptly of any such unauthorized access or use; and (f) Customer will maintain the security of Customer's password.

Notwithstanding any terms to the contrary in this Agreement (including, but not limited to, Section 10), CronSights may disclose Customer Data: (a) as required by any and all applicable Laws; or (b) in response to a subpoena or other compulsory legal process.

If the Services cannot for any reason access Customer's Salesforce account or process Customer Data (including, but not limited to, cases where Salesforce's performance is degraded), Customer acknowledges and agrees that Customer may not be able to access and use the Services and CronSights will be excused from any nonperformance of the Services arising from the Services' inability to access to Customer's Salesforce account and/or process Customer Data.

4. OBLIGATIONS

CronSights will use commercially reasonable efforts to make the Services available.

Customer agrees to adhere to all CronSights policies, and Customer agrees to adhere to all Salesforce policies as such relate to Customer's access or use of the Services.

Customer: (a) will be responsible for Users' compliance with this Agreement; (b) is responsible for the accuracy, quality and legality of Customer Data and of the means by which Customer acquired the Customer Data; (c) will use the Services only in accordance with any guidelines provided by CronSights for the Services and any and all applicable Laws; and (d) will have a certified Salesforce administrator to perform the standard maintenance tasks (this individual will be the point person in order to deploy and receive support).

Notwithstanding any terms to the contrary in this Agreement, Customer will remain responsible for all acts or omissions of each User to the same extent as if such acts or omissions were undertaken by Customer, and for the purposes of this Agreement acts or omissions undertaken by a User will be deemed to have been performed or undertaken, as the case may be, by Customer.

If Customer, a third party acting on Customer's behalf, or a User creates applications or program code using the Services, Customer authorizes CronSights and/or Salesforce to host, copy, transmit, display and adapt such applications and program code, solely as necessary for the provision of the Services in accordance with this Agreement. Subject to the above, neither CronSights nor Salesforce acquires any right, title or interest from Customer or Customer's licensors under this Agreement in or to such applications or program code, including any all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing ("Intellectual Property Rights") therein.

5. TRADEMARKS

“CronSights”, “WorkIt!” and the logos and slogan made available via the Services are trademarks of CronSights and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of CronSights or the applicable trademark holder. You may not use any metatags or any other “hidden text” utilizing “CronSights” or any other name, trademark or product or service name of CronSights without our prior written permission. In addition, the look and feel of the Services (including, but not limited to, all page headers, custom graphics, button icons and scripts, service marks, trademark and/or trade dress of CronSights) may not be copied, imitated or used, in whole or in part, without CronSights’ prior written permission. All other trademarks, registered trademarks, product names and company names or logos made available via the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by CronSights.

6. OWNERSHIP

As between the parties and subject to the grants in this Agreement: (a) CronSights owns all right, title and interest in and to the Services (including, but not limited to, the software components of the Services), CronSights’ trade names, trademarks, service marks, symbols and logos, the Feedback (as defined below) and any and all Intellectual Property Rights embodied therein; and (b) Customer owns all right, title and interest in and to the Customer Data and any and all Intellectual Property Rights embodied therein. CronSights reserves all rights not expressly granted in this Agreement, and no licenses are granted by CronSights to Customer under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement.

7. PAYMENT OBLIGATIONS

Customer is not obligated to pay any fees to access and use the Services during the Trial Term.

Customer will pay the then-current annual fees for the Services selected by Customer as set forth in the Accepted Order. All annual fees will be paid on an annual basis in advance (with the first payment due on or before the Effective Date and all subsequent payments due no less than 14 days prior to each anniversary). Customer acknowledges and agrees that no refunds will be issued unless expressly otherwise set forth in this Agreement.

All payments due under this Agreement will be made: (a) by credit card or Customer check in immediately available funds to an account designated by CronSights; and (b) in U.S. Dollars. Any amounts due that have not been paid will be subject to a finance charge equal to 1.5% per month or the highest rate allowable by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. Further, CronSights may collect fees owed using other collection mechanisms (including, but not limited to, retaining collection agencies and legal counsel). Customer agrees to pay, and to indemnify and hold CronSights harmless from and against, any and all sales, use or similar taxes (other than taxes based on CronSights’ net income) and all government permit or license fees together with all other fees levied upon the provision of the Services and any related support under this Agreement, and any costs associated with the collection or withholding thereof, including penalties and interest.

8. SERVICE SUPPORT AND PROFESSIONAL SERVICES

CronSights will use commercially reasonable efforts to provide its then-current problem resolution support for the Services provided that Customer is in compliance with all of the terms and conditions of this Agreement. In order to receive such support, please email support@CronSights.com or telephone +1 (877) 887 5656. CronSights is not obligated to provide support services during the Trial Term.

Upon request, CronSights will also provide design, development, Services customizations and other professional services at CronSights’ then-current rates for such services. Please contact support@CronSights.com or telephone +1 (877) 887 5656 for further information about CronSights’ professional services.

9. THIRD PARTY SERVICES

Customer acknowledges and agrees that: (a) the Services are used in connection with Third Party Services (as defined below); and (b) Customer agrees to comply with the terms and conditions applicable to such Third Party Services. Further, notwithstanding any terms to the contrary, CronSights makes no warranties or representations of any kind to Customer regarding the Third Party Services or that such terms or conditions may not change or be altered by such third parties at any time. For the purpose of this Agreement, “Third Party Services” means certain copyrighted, patented and/or otherwise legally protected software, applications and/or services of third parties (including, but not limited to, Salesforce’s services) that may be used in connection with the Services.

10. CONFIDENTIALITY AND PUBLICITY

“Confidential Information” means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) concerning or related to this Agreement or the Disclosing Party (whether before, on or after the Effective Date) which the Receiving Party knows or should know, given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party, is confidential information of the Disclosing

Party. Confidential Information includes, but is not limited to, the Services (including, but not limited to, the software components), the components of the business plans, financial plans, know-how, Customer information, strategies and other similar information. The Receiving Party will, during the term of This Agreement and thereafter, maintain in confidence the Confidential Information of the Disclosing Party and will not use such Confidential Information except as expressly permitted herein. The Receiving Party will use the same degree of care in protecting the Disclosing Party's Confidential Information as the Receiving Party uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event less than reasonable care. Any Confidential Information of the Disclosing Party will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations under this Agreement. In addition, the Receiving Party: (a) will not reproduce Confidential Information disclosed by the Disclosing Party, in any form, except as required to accomplish the Receiving Party's obligations under this Agreement; and (b) will only disclose Confidential Information disclosed by the Disclosing Party to its directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties under this Agreement and if such directors, officers, employees and/or contractors have executed a non-disclosure agreement with the Receiving Party with terms no less restrictive than the non-disclosure obligations contained in this Section 10. Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Agreement through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (iii) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. Receiving Party acknowledges and agrees that (1) any violation or threatened violation of this Section 10 will cause irreparable injury to Disclosing Party and (2) in addition to any other remedies that may be available to Disclosing Party at law, in equity or otherwise, Disclosing Party will be entitled to obtain injunctive relief against any threatened breach of this Section 10 or the continuation of any such breach of this Section 10, without the necessity of proving actual damages and without the necessity of posting a bond (or other security). Notwithstanding any terms to the contrary in This Agreement, any suggestions, enhancement requests, comments or other feedback provided by Customer or Users to CronSights with respect to the Services or CronSights (collectively, "Feedback") will constitute Confidential Information of CronSights. Further, CronSights will be free to use, disclose, reproduce, license and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise. Customer acknowledges and agrees that CronSights may use Customer's name and logo on CronSights' website and publicly-available printed materials identifying Customer as a Customer of CronSights.

11. WARRANTY & DISCLAIMER

Each party represents and warrants that: (a) it is validly existing and in good standing under the applicable Laws of the place of its establishment or incorporation; (b) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement; (c) the person entering into this Agreement on Customer's behalf has been duly authorized and empowered to enter into this Agreement; (d) this Agreement is valid, binding and enforceable against it in accordance with its terms; and (e) it will perform its obligations and exercise its rights in accordance with the applicable Laws.

You acknowledge and agree that the Services are dependent on availability of and proper performance of Third Party Services, software, and Internet technology (including, but not limited to, Salesforce), and CronSights is not liable for performance issues or downtime of the Service to the extent caused by such technology. You are solely responsible for providing, at your own expense, all network access to the Services (including, but not limited to, acquiring, installing and maintaining all telecommunications equipment, hardware, software and other equipment as may be necessary to connect to, access and use the Services). In cases of support due to interference by a Third Party Service (including, but not limited to, Salesforce's availability), CronSights will use reasonable efforts to assist in accordance with this Agreement.

CRONSIGHTS AND ITS SUPPLIERS PROVIDE THE SERVICES AND ANY RELATED SUPPORT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND. CRONSIGHTS AND ITS SUPPLIERS DO NOT WARRANT THAT ANY OF THE SERVICES OR THE SUPPORT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (A) THE SERVICES MAY REQUIRE ACCESS TO AND USE OF THE INTERNET; (B) CRONSIGHTS DOES NOT HAVE RESPONSIBILITY FOR OPERATING OR MAINTAINING CUSTOMER SERVERS AND CUSTOMER'S CONNECTION TO THE INTERNET TO ACCESS AND UTILIZE THE SERVICES; AND (C) THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER DATA. CRONSIGHTS AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICES, THE SUPPORT AND THE THIRD PARTY SERVICES WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CRONSIGHTS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT HAS RELIED ON NO WARRANTIES. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

CronSights does not control, and has no responsibility or liability for, security issues caused by services provided by Salesforce. Customer acknowledges and agrees that, notwithstanding CronSights' security measures, use of or connection to the Internet provides the potential opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Services and Customer Data.

12. INDEMNIFICATION

You agree, at your sole expense, to defend, indemnify and hold CronSights and its directors, officers, employees, consultants, service providers and agents, harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, costs, penalties, interest and disbursements) caused by, arising out of, resulting from, attributable to or in any way incidental to: (a) Customer's use of the Services; (b) Customer's violation of this Agreement; or (iv) any Customer Data (or access or use thereof).

13. LIMITATION OF LIABILITY

IN NO EVENT WILL: (A) CRONSIGHTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) CRONSIGHTS' TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES EXCEED THE PRORATED REMAINDER OF THE AMOUNT OF FEES TO BE PAID BY CUSTOMER TO CRONSIGHTS DURING THE SUBSCRIPTION PERIOD WITHIN WHICH THE DAMAGES OCCURRED. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 13 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

14. TERM, TERMINATION & EFFECTS OF TERMINATION

Trial Term

Unless terminated as set forth in this Agreement, the term of this Agreement commences on the Effective Date and continues for the period set forth in the Accepted Order or otherwise provided to Customer by CronSights.

Regular Term – Subscription Period

Unless terminated as set forth in this Agreement, the term of this Agreement commences on the Effective Date and continues for one year and thereafter this Agreement automatically renews for successive one year renewal periods (each a "Subscription Period"); provided, however, that Customer pays the applicable fees no less than 14 days prior to each Subscription Period.

Either party may terminate this Agreement, for convenience, with 45 days prior written/email notice to the other party. Further, either party may terminate this Agreement, for cause, if the other party: (a) breaches this Agreement and does not remedy such failure within 30 days after its receipt of written notice of such breach; or (b) terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority (that is not discharged within 30 days).

Termination for Trial Term and Regular Term

Notwithstanding any terms to the contrary in this Agreement, if CronSights becomes aware of or suspects any unlawful use of the Services, or any use in violation of CronSights' or Salesforce's policies, CronSights will notify Customer of such violation. However, CronSights reserves the right to immediately terminate access to and use of the Services to any Customer in the event of use which CronSights determines, in its sole discretion, may be unlawful or in violation of CronSights' or Salesforce's policies.

Effects of Termination for Trial Term and Regular Term

In the event of any termination or expiration of this Agreement, no fees will be refunded (unless CronSights terminates this Agreement for convenience or you terminate this Agreement pursuant to Section 15).

Except as otherwise provided in this Agreement, upon any termination or expiration of this Agreement: (a) all licenses granted to Customer pursuant to this Agreement will immediately terminate; (b) any and all support obligations will immediately cease; (c) both parties will at the other party's direction either return, or certify the destruction of all Confidential Information as well as any copies thereof or excerpts therefrom; (d) if applicable, Customer will promptly pay CronSights any outstanding fees that have accrued prior to the effective date of termination or expiration of this Agreement; and (e) Customer will immediately remove the Services (including, but not limited to, the applications, all triggers, all workflow rules and all other custom code relating to the applications), and any failure to do so will excuse CronSights from any and all claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses caused by, arising out of, resulting from, attributable to such failure.

Notwithstanding any terms to the contrary in this Agreement: (a) CronSights is not responsible for any data created as a result of the Services; and (b) in addition to this sentence, the following Sections will survive any termination of this Agreement: 2 (solely the restrictions), 3 (Customer's representations and warranties), 4 (solely the fourth paragraph), 5, 7, 10, 11 (solely the disclaimers), 12, 13 and 17.

You acknowledge and agree that upon any termination or expiration of this Agreement (whether the Trail Term has ended and you have not to obtain a subscription, your Subscription Period has ended and you have not renewed your subscription or otherwise), all data (including, Customer Data) used with the Services and/or created as a result of or in connection with the Services will immediately become inaccessible.

15. MODIFICATIONS

CronSights reserves the right to change or modify any of the terms and conditions contained in this Agreement, at any time and in CronSights' sole discretion. If CronSights decides to make a material modification to this Agreement, CronSights will provide Customer with advance notice of such material modification. If Customer does not agree with a material modification, Customer may terminate this Agreement by providing written notice to CronSights.

16. EXPORT COMPLIANCE

The Services, other technology CronSights makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer will not permit Users to access or use Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

17. MISCELLANEOUS

This Agreement (together with all Accepted Orders) represents the entire understanding among the parties with respect to the subject matter of this Agreement, and this Agreement supersedes any and all prior and contemporaneous understandings, agreements, plans, and negotiations, whether written or oral, with respect to the subject matter hereof.

This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be entirely performed within the State of New York, without resort to its conflict of law provisions. The parties agree that any action at law or in equity arising out of or relating to this Agreement will be filed only in the state and federal courts located in Kings County, and the parties hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement.

Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by Customer, by operation of law or otherwise, without the prior written consent of CronSights, and any attempted transfer, assignment or delegation without such consent will be void and without effect. CronSights may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

Except for payments due under this Agreement, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service by any service providers being used by CronSights, the Internet, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party.

Any notice or communication required or permitted to be given hereunder must be in writing signed or authorized by the party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by confirmed email, confirmed facsimile or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address below or at such other address as may hereafter be furnished in accordance with this Section. Notwithstanding any terms to the contrary in this Agreement, CronSights may choose to electronically deliver all communications with Customer, which may include email to Customer's email address indicated in Customer's communications with CronSights. CronSights' electronic communications to Customer may transmit or convey information about action taken on Customer's request, portions of Customer's request that may

be incomplete or require additional explanation, any notices required under applicable law and any other notices. Customer agrees to do business electronically with CronSights, and to receive electronically all current and future notices, disclosures, communications and information, and that the aforementioned provided electronically satisfies any legal requirement that such communications be in writing. An electronic notice will be deemed to have been received the day of receipt as evidenced by such email.

No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.