

TERMS OF SERVICE – XIRGO TECHNOLOGIES, LLC

PLEASE REVIEW THESE TERMS OF SERVICE ("TOS"), AS THEY CREATE A BINDING AGREEMENT ("AGREEMENT") BETWEEN YOU ("CUSTOMER", "YOU" AND RELATED PRONOUNS) AND XIRGO TECHNOLOGIES, LLC AND ITS AFFILIATES ("XIRGO", "WE" AND RELATED PRONOUNS) AND GOVERN YOUR USE OF XIRGO SERVICES. YOU WILL AGREE TO ACCEPT THESE TERMS BY: (A) CLICKING A BOX INDICATING YOUR ACCEPTANCE OF THESE TERMS, (B) EXECUTING AN AGREEMENT OR PURCHASE ORDER THAT REFERENCES THESE TERMS AND/OR (C) ACCESSING AND/OR OTHERWISE USING THE SERVICE. THE EARLIEST OF THE FOREGOING SHALL BE THE EFFECTIVE DATE. YOU AND XIRGO ARE SOMETIMES REFERRED TO AS A "PARTY" OR "PARTIES" TO THESE TOS.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MUST NOT INDICATE YOUR ACCEPTANCE ON BEHALF OF THE ENTITY. IF YOU ARE A USER WORKING FOR OR ON BEHALF OF A COMPANY, YOU REPRESENT AND AGREE THAT: (1) THE COMPANY HAS DULY AUTHORIZED YOUR ACCESS TO THE APPLICABLE SERVICE AS A USER, AND (2) YOU HAVE READ THESE TERMS, UNDERSTAND THEM AND AGREE TO BE BOUND BY ALL TERMS. IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU MUST NOT INDICATE YOUR ACCEPTANCE AND MAY NOT USE THE SERVICES IN ANY WAY.

YOUR ACCEPTANCE OF THESE TERMS CONSTITUTES AN ESSENTIAL PART OF THE BARGAIN BETWEEN YOU AND XIRGO, WITHOUT WHICH XIRGO WOULD NOT AGREE TO EXTEND THE RIGHTS SET FORTH HEREIN.

This Agreement will become effective upon Your acceptance of these TOS in any of the ways described above.

If you have entered into an agreement with Xirgo regarding products or services that contains terms that complement and/or conflict with these TOS, the provisions of the agreement shall prevail.

The Services are provided expressly subject to these TOS, and Your rights to use the Services are conditioned upon: (i) Your compliance with all provisions of these TOS, and (ii) Your timely compliance with any other obligations to Xirgo, including, without limitation, payment of any applicable fees and costs.

Xirgo reserves the right, in its sole discretion, at any time and from time to time, to replace, modify, add to or remove all or any portion of these TOS. It is Your obligation to review the most recent version of these TOS from time to time, posted at www.xirgo.com, to ensure Your continued acceptance hereof. Any revisions to these TOS will become effective, and will constitute an amendment to this Agreement, thirty (30) days after posting, unless You expressly accept them at an earlier time. Your continued use of Services after the applicable effective date of such revisions will conclusively establish Your agreement to be bound by the revised TOS.

1. DEFINITIONS

- 1.1 Account means the account You create, via Xirgo Services, to access Customer Data.
- 1.2 Affiliate shall mean any company controlling, controlled by, or under common control with a Party.
- 1.3 Authorized User means Your employees and/or contractors whom You to use the Services strictly on your behalf.

- 1.4 Customer Data means data captured by Your use of the Products, data submitted by You or by a third party on Your behalf into the Services, and the analysis, reports, and alerts generated by the Services containing such data.
- 1.5 Documentation means Product and Service training and documentation made available to You through Xirgo's website or otherwise made available to You by Xirgo.
- 1.6 Intellectual Property means all know how, patents, applications for patents, trademarks, copyrights, mask works, trade secrets and other intellectual property rights recognized by any jurisdiction and relating to the Products and Services.
- 1.7 Products are cellular modem products sold designed, developed and manufactured by Xirgo.
- 1.8 Services are Xirgo cloud-based services, which include, without limitation, XGFleet Fleet and Asset Management Service , Xirgovision Management and Data Access Service, Xirgocam Management and Data Access Application, Xirgochill Management and Data Access Service, Xirgo Device Management with Telemetry Data Access Service, and Xirgo Vehicle PID Service.
- 1.9 Software means Xirgo's software (hosted and distributed), including, but not limited to the scripts, application program interface, programs and cloud services associated with the Products and includes updates and upgrades to them.
- 1.10 Specifications shall mean published specifications for Products and Services, as amended from time to time by Xirgo.
- 1.11 Force Majeure shall mean a contingency beyond the reasonable control of the Party affected thereby such as fire, flood, lightning, explosion, war, labor dispute, embargo, epidemic, seizure, national emergency, enactment of any law, statute, ordinance, order, rule or regulation, interference by any government or government agency, inability to secure labor, energy, fuel, machinery or materials, act of God, act or omission of carriers or suppliers.

2. PURCHASE TERMS

You agree that any purchase of Products and Services is made under Xirgo's Standard Terms and Conditions unless you have entered into a separate agreement with Xirgo with respect thereto.

3. ACCOUNTS

You shall be solely responsible for administering and protecting Accounts. You agrees to provide access to the Xirgo Services only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. You are solely responsible for monitoring and controlling access to the Xirgo Services and maintaining the confidentiality of Account login information and any provided API tokens and/or keys. In the event that You or any Authorized User becomes aware that the security of any Account login information has been compromised, You shall immediately notify Xirgo and de-activate such Account or change the Account's login information. Authorized Users may only use the Xirgo Services strictly on behalf of You and subject to terms and conditions applicable to You. You are responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

4. DATA OWNERSHIP AND USAGE

- 4.1 Customer Data will be accessible via the Services. You own all Customer Data, and Xirgo will keep Customer Data confidential. You hereby grant to Xirgo a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works

based upon, display, and distribute Your Data in connection with operating and providing the Services. Xirgo will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Xirgo will not share Your Data without Your consent, except when the release of data is compelled by law or permitted herein. Xirgo may collect and use analytics, statistics or other data related to the Your Data and Your use of the Services (i) in order to provide the Services to You; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Services. Such use shall survive the termination of these TOS, unless legally prohibited or You request in writing upon termination that such use be limited to non-personally-identifiable data. You may export Your Data at any time through the export features in the Xirgo dashboard or via the Xirgo API. You acknowledge that some information may not be exportable via the Xirgo dashboard or the API. If these TOS terminate or expire and You do not renew, Your Data may be immediately deleted.

- 4.2 Customer Data Representation and Warranty. You represent and warrant that: (i) You will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Xirgo to collect, use, and share Your Data in accordance with these TOS, and (ii) Your Data does not infringe upon or violate any other party's intellectual property rights, privacy, publicity or other proprietary rights. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS XIRGO AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY OF YOUR ACTS OR OMISSIONS IN RELATION TO YOUR INSTRUCTIONS OF FROM YOUR BREACH OF THIS SECTION.

5. CONFIDENTIALITY

The Parties executed a Non-Disclosure Agreement, which is incorporated herein by reference (the "NDA"). At all times herein, the Parties will comply with the provisions of the NDA. Neither Party shall use the other Party's name, trademark(s) or trade name(s), or other Intellectual Property or refer to, or disclose, the existence of this Agreement or any terms and conditions of this Agreement, whether directly or indirectly, without the other Party's prior written consent. Xirgo acknowledges that Xirgo's name may appear on Products and Customer's use or distribution of the Products shall not constitute a breach of this Agreement or any provision of the NDA. It is acknowledged and agreed that Customer may discuss the availability of the Products (and may disclose that Xirgo is the manufacturer thereof) with its licensees and potential licensees, and such discussion and disclosure will not be deemed to violate any of the provisions of this Agreement, and Xirgo may disclose the name of Customer to its vendors or contractors without violating any of the provisions of this Agreement.

6. LICENSE AND OWNERSHIP OF INTELLECTUAL PROPERTY

- 6.1 Subject to the terms and conditions of these TOS, you are granted a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Services exclusively for the operation, configuration, management or maintenance of Products and use of the Services.

- 6.2 Xirgo and its licensors exclusively own all right, title and interest in and to the Xirgo Software that You access or license, including all associated intellectual property rights. You acknowledges that the Xirgo Software is protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. You shall and hereby do irrevocably transfer and assign to Xirgo all right, title, and interest You may have in Xirgo Software to Xirgo and Xirgo hereby accepts such transfer. No ownership rights are being conveyed to You under these TOS. Except for the express rights granted herein, Xirgo does not grant any other licenses or access rights, whether express or implied, to any other Xirgo software, services, technology or intellectual property rights.
- 6.3 All Intellectual Property conceived, developed and/or otherwise owned by Xirgo shall constitute proprietary information of Xirgo ("Xirgo IP") and Xirgo retains all ownership rights therein. Nothing in this Agreement shall grant to Customer any rights to any such Xirgo Intellectual Property beyond the rights specifically granted herein.
- 6.4 Except as explicitly set forth in these TOS, no license, express or implied, to any Software, Services, technology or under any patents, copyrights, trademarks, trade secrets, or other Intellectual Property are granted by Xirgo to Customer hereunder. Without limiting the generality of the foregoing, at no time during or after the term of this Agreement shall Customer challenge or assist others in challenging Xirgo's Intellectual Property rights or the validity thereof. Customer will not modify, alter or obfuscate Xirgo's Intellectual Property or use such in a manner that disparages Xirgo or its products or services, or portrays Xirgo or its products or services in a false, competitively adverse or poor light.
- 6.5 You shall not use the Software or documentation for any purposes beyond the scope of the license granted herein. Without limiting the foregoing, and except as otherwise expressly set forth herein, You shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software or the documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or the documentation; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law or regulation.
- 6.6 You agree not to do or attempt to do any of the following without Xirgo's express prior written consent: (i) resell, white label, or reproduce any Software or any individual element within the Xirgo Software, Xirgo's name, any Xirgo trademark, logo or other proprietary information, or the layout and design of any part of the Xirgo Software; (ii) access, tamper with, or use non-public areas of the Xirgo Software, Xirgo's computer systems, or the technical delivery systems of Xirgo's providers; (iii) probe, scan or test the vulnerability of any Xirgo system or network or breach any security or authentication; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Xirgo or any of Xirgo's providers or any other third party (including another user) to protect the Xirgo Software; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Firmware to any third party; (vi) hack into, disable, disrupt, or access without authorization any part of the Services; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Xirgo Software for any competitive purpose; (ix) perform benchmark testing on the Xirgo Software; or (x) encourage or enable any other individual to do any of the foregoing. Xirgo has the right to investigate violations of these TO that affects the Xirgo Software. Xirgo may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

7. LINKS TO AND INTEGRATION WITH THIRD PARTY PRODUCTS OR SERVICES

Software may contain links to and/or integrate with third party websites, resources, products and/or services. If present, XIRGO PROVIDES THE LINKS AND INTEGRATIONS “AS IS” WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE. Xirgo is not responsible for the content, functionality, or availability of such third party products and/or services. You acknowledge sole responsibility for and assume all risk arising from its use of any third party websites, resources, products and/or services and any links or integrations made available thereto.

8. LIMITED WARRANTY

8.1 Xirgo warrants that as long as Customer contracts for the Services the Services will be provided in accordance with their specifications as of the Effective Date. Such specifications may be updated from time to time by Xirgo. Customer's sole and exclusive remedy, and Xirgo's sole liability, for any uncured breach of such warranty, promptly Following receipt of written notice from Customer detailing the nature and scope of such alleged material non-conformance during the warranty period, Xirgo use commercially reasonable efforts to verify the non-conformance and, if confirmed, to replace or undertake to correct any such non-conforming element of the Services. The foregoing is Customer's sole remedy and Xirgo's sole liability for such breach. The foregoing warranties do not apply if the Services or Software provided in connection therewith are (i) installed or used on or in connection with any Products or software not specified provided or specified by Xirgo; (ii) modified or damaged and such modification or damage causes the failure to perform; or (iii) used other than as specified in the documentation or as authorized in writing by Xirgo.

8.2 EXCEPT FOR THE FOREGOING, THE SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, XIRGO EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Xirgo makes no warranty that the Services will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Xirgo makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data.

9. TERM AND TERMINATION

9.1 Term – This Agreement shall begin on Effective Date and continue until terminated by either party pursuant to this Section 9.

9.2 Termination

9.2.1 Either Party may terminate this Agreement for convenience upon 30 calendar day's prior written notice.

9.2.2 Either Party may terminate this Agreement based on the material breach of the other Party, provided that the Party alleged to be in material breach fails to cure such breach or default within thirty (30) days after receipt of a written notice of default from the other Party.

9.2.3 Either Party may terminate this Agreement immediately if the other Party becomes insolvent or has a receiver, administrative receiver or administrator appointed or passes a resolution or has a petition presented for its winding-up (other than for the purpose of

amalgamation or reconstruction) or any equivalent event occurs under any relevant jurisdiction.

9.2.4 Xirgo may terminate this Agreement immediately if, on three or more occasions during any 12 month period, Customer fails to timely pay an invoice hereunder (“Repeated Late Payment”).

9.3 Effect of Termination – Termination shall not prejudice accrued rights and liabilities related to payment of invoices and reimbursement of costs incurred by Xirgo in fulfillment of Orders. Xirgo will be entitled but not obligated to perform against all accepted Orders placed prior to the termination of this Agreement and the terms of this Agreement will continue to apply to such Orders and their fulfillment. Any termination or expiration of this Agreement shall not relieve either party of any outstanding obligation or liability for Products and Services sold or for any other matter or reason that accrued prior to the termination or expiration. Upon expiration or termination of this Agreement, Customer shall cease all use of the Xirgo intellectual property other than for the purpose of supporting and continued provision of Services to then-current end-users for the greater of the (i) remainder of the end-users’ subscription for Services and (ii) one year.

9.4 Survival – Sections 4, 5, 6, 8, 11, 12 and 13 shall survive termination of this Agreement.

10. NON-EXCLUSIVITY

This is a non-exclusive relationship and nothing in this Agreement is intended to limit Xirgo from selling its Products and Services to other customers or to limit Customer from purchasing products and services from other suppliers.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL XIRGO BE LIABLE FOR (I) THE COST OF SUBSTITUTE PROCUREMENT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR (II) ANY DAMAGES RESULTING FROM INACCURATE OR LOST DATA OR LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE FURNISHING OF SERVICES, OR THE USE OR PERFORMANCE OF PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. WITH RESPECT TO WIRELESS SERVICES, IN NO EVENT WILL XIRGO BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO, SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS, LOST OR ALTERED MESSAGES OR TRANSMISSIONS, OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER’S (OR ITS AFFILIATES’, USERS’ OR THIRD PARTIES’) APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS. IN NO EVENT WILL XIRGO’S TOTAL LIABILITY FOR ANY DAMAGES IN ANY OR ALL ACTIONS BASED ON OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO XIRGO UNDER THIS AGREEMENT FOR THE SERVICES WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED DURING THE TWELVE-MONTH PERIOD PRIOR TO THE DATE OF THE ACTION, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO XIRGO (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).

12. ARBITRATION

This Agreement shall be construed in accordance with and governed by the laws of the State of California. The Parties will attempt to resolve any dispute under this Agreement in the first instance by Customer's Vice President or CEO and Xirgo's Vice President or CEO. If such efforts fail, the Parties agree to make a good faith effort to resolve any differences by mediation in Ventura County before a neutral mediator pursuant to the Rules of the American Arbitration Association. Each party shall bear half the costs of mediation. In the event that the dispute is not resolved through mediation, the Parties agree to arbitrate any dispute arising under this Agreement in Ventura County before an arbitrator pursuant to the Rules of the American Arbitration Association. In the event that arbitration is necessary, the prevailing Party shall have its costs associated with the arbitration, including its reasonable attorneys' fees, paid by the other Party. A judgment upon any award rendered in such arbitration may be entered in any court having jurisdiction over the party against whom the award is made.

13. GENERAL

- 13.1 **Relationship of the parties:** Xirgo and Customer are independent contractors; neither is an agent or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other.
- 13.2 **Waiver:** No waiver of any term or condition is valid unless in writing, and will be limited to the specific situation for which it is given. No other action or failure to act will constitute a waiver of any rights.
- 13.3 **Severability:** Any provision of this Agreement that is ruled to be invalid or unenforceable under applicable laws with respect to a particular Party or circumstance will be severed from this Agreement with respect to such Party or circumstance without invalidating the remainder of this Agreement or the application of such provision to other parties or circumstances.
- 13.4 **Interpretation:** The term "including" means "including without limitation." The headings used in this Agreement are for convenience only and have no legal effect.
- 13.5 **Notices:** Any notices or other communications provided by Xirgo under these Terms, including those regarding modifications to these TOCs, will be given: (i) via email to Xirgo at legal@xirgo.com and to Customer at the email address provided to Xirgo with registration; (ii) by posting to Xirgo's website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.
- 13.6 **Governing Law.** This Agreement is entered into and shall be governed by the laws of the State of California, without regard to its choice of law provisions.
- 13.7 **Taxes.** All costs are exclusive of any taxes. Xirgo shall add amounts equal to any applicable federal, state and local sales or use taxes for Services performed under this Agreement, exclusive of any property taxes, taxes based on Xirgo's net income, taxes associated with Xirgo's employment of an employee, agent, or independent contractor of Xirgo assigned by Xirgo to perform services under this Agreement, and any other taxes that would have been payable by Xirgo had this Agreement not been executed.
- 13.8 **Days.** Whenever a reference is made herein to "days", the reference is specifically to calendar days unless otherwise indicated.

- 13.9 **Waiver.** No failure to exercise and no delay in exercising on the part of either Party of any right, power or privilege shall preclude the enforcement of another right, power or privilege. Nor shall the waiver of any breach of any such provision herein be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself. Any waiver to be effective must be in writing.
- 13.10 **Force Majeure.** Notwithstanding anything contained herein or in any Exhibit to the contrary, neither Party will be liable for any delay or non-performance of its obligations under this Agreement as a result of circumstances caused by a Force Majeure event. In these circumstances, the party affected by a Force Majeure event must promptly notify the other Party in writing of the reason for its delay and its likely duration. The delaying Party's obligations shall be suspended during the period of delay. Force Majeure may delay, but shall not relieve Customer's payment obligations for Products ordered by Customer and shipped by Xirgo and Customer's obligations for payment of any accrued liabilities associated with cancellation or rescheduling of Orders described herein.
- 13.11 **Assignment.** Customer may not assign this Agreement or any Order or any part thereof without the written consent of Xirgo, except to a company which is (whether directly or indirectly) controlling, controlled by or under common control with Customer.
- 13.12 **Acceptable Use.** You may not, and may not allow any third-party, including its Authorized Users, to use the Products or Services: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g. intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Xirgo. To report any potential misuse or violation, please email legal@xirgo.com.
- 13.13 **Export Restrictions.** You shall not use the Products or Services in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. You shall not use the Products or Services if You are or are working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. You shall not export, re-export, or transfer the Products or Services if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.
- 13.14 **Entire Agreement.** Unless otherwise indicated herein, these TOS constitute the entire agreement between the Parties with respect to subject matter hereof and supersedes all prior written or oral understandings or agreements, if any, with respect thereto.