

TERMS OF SERVICE

Effective as of January 4, 2018

This Terms of Service is a legal contract between you and Global Data Sciences, Inc. (“GDS” and/or “EIE”, “We”, “Our”), governing your use of mobile or web services or mobile or web software (“EIE Software”) owned, controlled or offered by EIE (collectively, the “EIE Services”). PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS OF SERVICE. BY USING THE EIE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS OF THIS TERMS OF SERVICE AND CONDITIONS OF OUR [PRIVACY POLICY](#), WHICH ARE HEREBY INCORPORATED BY REFERENCE (COLLECTIVELY, the “AGREEMENT”). IF YOU DO NOT AGREE TO THIS TERMS OF SERVICE, PLEASE CEASE USING THE EIE SERVICES IMMEDIATELY AND REMOVE IT FROM ANY AND ALL DEVICES.

You acknowledge and agree that this contract is only between you and EIE and not any of EIE’s partners, distributors, promoters or service providers (collectively, “Distributors”). Should you have any issue or claim with respect to the EIE Services, EIE, and not its Distributors, will be solely responsible for addressing the issue or claim. If you have obtained the EIE Services from one of EIE’s Distributors, you agree that any such Distributor will have no obligation or responsibility to provide you any warranty, maintenance and support services with respect to the EIE Services.

1. LICENSE GRANT

All EIE Services are licensed to you and not sold. Subject to the terms of this agreement, EIE grants you a personal, non-exclusive, non-transferable and non-sublicensable license to use the EIE Services solely for your personal or internal business purposes. You may use the EIE Software for one EIE Services subscription account on any number of mobile or desktop devices legally under your control, for your personal or internal business use. When you submit User Data to EIE, you hereby grant to EIE, a non- exclusive, royalty-free, worldwide license to distribute your User Data through the EIE Service on your behalf solely for the purpose of providing the secure messaging service. With respect to any open source or third-party code that may be incorporated in the EIE Software, such open source code is covered by the applicable open source or third-party end user license agreement, if any, authorizing use of such code. [EIE DOES NOT USE, COPY OR MODIFY USER DATA. IT’S IMPOSSIBLE FOR US TO DO THIS AS THE DATA IS ENCRYPTED AND WE CAN’T READ IT]

2. REGISTRATION

To use the EIE Service, you must register with us. During the registration process, we will ask you to create an account, which includes a sign-in name (“Sign-In Name”), a password (“Password”), and perhaps certain

additional information that will assist in authenticating your identity when you log-in in the future (“Identifiers”). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one user. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Identifiers, as well as for any use, misuse, or communications entered through the EIE Service using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name, or change any Identifiers. We reserve the right to delete or change your Password, Sign-In Name, or Identifiers at any time and for any reason. EIE will not be liable for any loss or damage caused by any unauthorized use of your account.

3. RESERVATION OF RIGHTS

The EIE Services and all content, visual interfaces, information, graphics, design, compilation, computer code, products, software, trademarks, service marks, trade names and services are the property of EIE or its subsidiaries or affiliated companies and/or third-party licensors. Except for the express license granted to you, no right, title, interest or license to the EIE Services is granted to you, whether by implication, or otherwise.

4. RESTRICTIONS

The EIE Services are available for individuals aged 13 years or older. If you are 13 or older, but under the age of majority in your jurisdiction, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

You acknowledge and agree that you will not: (a) reproduce or attempt to reproduce the EIE Software; (b) modify, adapt, translate or create any derivative works of the EIE Software or attempt to do the foregoing; (c) attempt to circumvent or disable the EIE Software or any technology, features or measures in the EIE Software by any means or in any manner; (d) attempt to decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the EIE Software; (e) distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer, publish or disclose the EIE Software to any third party; (f) use for a service bureau or otherwise commercialize or attempt to commercialize use of the EIE Software; or (g) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the EIE Software or used in connection with the EIE Software.

Elements of the EIE Services are protected by trade dress, trademark, unfair competition, and other state and federal laws any may not be copied or imitated, in whole or in part, by any means.

5. COMMUNICATIONS WITH US

Any communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and similar, EIE will be free to use any ideas, concepts, know-how, or techniques from those communications for any purpose, including, but not limited to, the development, production, marketing, and distribution of products and services that incorporates such information without any form of compensation to you.

6. USER DATA

The EIE Services may allow the submission of content and materials by you (“User Data”), and the hosting, storing of such User Data. You shall be solely responsible for your own User Data and the consequences of storing or transmitting them. EIE assumes no responsibility whatsoever in connection with or arising from User Data. EIE does not endorse and has no control over the content of User Data submitted by other Users. EIE reserves the right to prevent you from submitting User Data and to restrict or remove User Data for any reason at any time.

7. PRIVACY POLICY; COPPA Compliance; GUIDELINES TO INDIVIDUAL FEATURES AND SERVICES

EIE’s [Privacy Policy](#) is hereby incorporated into this Agreement by reference. Please read this [Privacy Policy](#) carefully for disclosures relating to the collection, use, and disclosure of your personal information. By using this service, you consent to EIE’s collection and use of User Data as described in the policy in place at the time when data is collected.

When using EIE, you will be subject to any additional posted guidelines or rules applicable to certain features, which may be posted from time to time (the “Guidelines”), which are also hereby incorporated by reference into this Agreement.

8. ACCOUNT INFORMATION

EIE will not be liable for any damages or liability resulting from your account information. You agree not to sell or transfer or allow another person to access your account password or EIE Services account.

9. USAGE RULES; PROHIBITED CONDUCT & USES

EIE was founded upon the belief that private communications are a universal human right, and our Services are designed to enable secure end-to-end communication. While we don’t have the technical capability to monitor EIE Services accounts or our users’ messages, we reserve the right to suspend or terminate accounts if we learn they violate the following terms.

YOU MAY NOT USE THE EIE SERVICES:

- for illegal purposes or in furtherance of illegal activities;
- to engage in targeted harassment, defamation, bullying, or threats of violence against others;
- to send or disseminate other people's private and confidential information, such as credit card numbers or Social Security/National Identity numbers, without their express authorization and permission;
- obscene speech or content
- in any manner that infringes patents, trademarks, trade secrets, copyrights, or any other proprietary or intellectual property rights;
- for the purpose of spamming others;
- to impersonate others in a manner that does or is intended to mislead, confuse, or deceive others;
- to remove, circumvent, disable, damage or otherwise interfere with security features of the EIE Services, including any technical measures we may use to prevent or restrict unauthorized access to the EIE Services, features that prevent or restrict use or copying of any content accessible through the EIE Services, or features that enforce limitations on use of the EIE Services;
- to intentionally interfere with or damage operation of the EIE Services or any user's enjoyment of them, including by uploading or disseminating viruses, worms, or other malicious code;
- to use any robot, spider, scraper or other automated means to access the EIE Services without our express written permission;
- to collect any market research for a competitive product;
- take any action, or series of actions, that would unduly impose a heavy load upon our computing infrastructure;
- to modify the EIE Services in any manner or form;
- to sell, transfer or allow another person to access your account password or EIE Services account; or
- engage in activities, whether lawful or unlawful, that we determine to be harmful to our users, operations, reputation, and goodwill.

If you are aware of any abuse of the EIE Service, please contact us by email at support@encryptedinformationexchange.com.

10. THIRD-PARTY SITES, PRODUCTS AND SERVICES; LINKS

The EIE Services may include links to other web sites or services solely as a convenience to Users. EIE does not endorse or make any representations regarding any such linked sites or the any information or materials accessible through other linked sites. EIE disclaims all liability relating to your use of such linked sites. If you decide to access such linked sites, you do so at your own risk.

11. GOVERNMENT END USERS.

If this EIE Software is being acquired on behalf of the United States Government, then the following provision applies. Use, duplication, or disclosure of the EIE Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS

252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. If a government agency has a need for right not conveyed under these terms, it must be negotiated with us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

12. EXPORT CONTROL.

The EIE Software originates in the United States, and is subject to United States export laws and regulations. The EIE Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the EIE Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the EIE Software and the EIE Services.

13. VIOLATIONS; TERMINATION

You agree that EIE may terminate or suspend your access to the EIE Services without prior notice and without liability if such termination or suspension is based on (a) EIE's good faith belief you have violated any of the terms and conditions of this Agreement, (b) EIE's determination that you repeatedly infringe or have infringed the copyrights of others, or (c) extended periods of inactivity with respect to any of the EIE Services. These remedies are in addition to any other remedies EIE may have at law or in equity. EIE reserves the right to terminate Accounts and access to EIE Services at any time, with or without notice without any liability of any kind.

EIE reserves the right to terminate any account considered as squatting on a username, or accounts that are deemed as spammers, or violate any laws of the U.S. EIE may terminate or suspend its services at any time, and for any reason without any liability.

You may terminate this Agreement by contacting us at info@encryptedinformationexchange.com. Sections 3, 5, 10, 11, 13, 14, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 28 and 29. shall survive the termination of this agreement.

14. DIGITAL MILLENNIUM COPYRIGHT ACT

EIE respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any content deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the "Act") for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

Global Data Sciences, Inc.
Attention: DMCA
2112 Galena Boulevard, Suite 8246
Aurora, IL 60506

If you believe that your work has been copied on the Website or via the Service in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including: (i) a description of the copyrighted work that has been infringed and the specific location where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

15. CONSUMER RIGHTS

You may have the benefit of consumer guarantees and warranties given under statute ("Mandatory Terms"). Where any statute applies to this Agreement to give you the benefit of Mandatory Terms, and that statute does not permit EIE to exclude or limit the application of those Mandatory Terms (or would render void any attempt to do so), then those Mandatory Terms apply to this Agreement for your benefit, and nothing in this Agreement excludes or limits those Mandatory Terms or liability for breach of them. This applies to all of the terms of this Agreement, including any terms in relation to **DISCLAIMERS: NO WARRANTIES, INDEMNIFICATION: HOLD HARMLESS, AND LIMITATION OF LIABILITY AND DAMAGES.**

16. INTELLECTUAL PROPERTY

The Website and Service contain material, such as software, text, graphics, images, and other material provided by or on behalf of EIE (collectively, the "Content"). The Content presented to you as part of the Website and/or the Service, including, but not limited to, advertisements, may be owned by us or by third parties and is protected by intellectual property rights under both United States and foreign laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. The trademarks, service marks, and logos of EIE (the "EIE Trademarks") used and displayed on the Website and/or Service are registered and unregistered trademarks or service marks of EIE. Other company, product, and service names located on the Website and/or Service may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with EIE Trademarks, the "Trademarks"). Nothing on the Website or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to

use the Trademarks, without our prior written permission specific for each such use. All goodwill generated from the use of the EIE Trademarks inures to our benefit.

Elements of the Website and the Service are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated, in whole or in part, by any means.

17. DISCLAIMERS; NO WARRANTIES

YOU AGREE THAT YOU USE THE EIE SERVICES AT YOUR OWN RISK.

THE EIE SERVICES AND ANY THIRD-PARTY SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONNECTION WITH THE EIE SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EIE, AND ITS SUPPLIERS AND PARTNERS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON- INFRINGEMENT OF PROPRIETARY RIGHTS. EIE AND ITS SUPPLIERS AND PARTNERS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE EIE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE EIE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF HARMFUL COMPONENTS OR THAT THE EIE SERVICES WILL MEET YOUR REQUIREMENTS. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT OR DEVICE, LOSS OF USE, OR LOSS OF DATA. IF YOUR USE OF THE EIE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF THE EIE SERVICES FROM ANY CAUSE.

IN NO EVENT SHALL WE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY LOST PROFITS, LOSS OF GOODWILL, OR SIMILAR DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE EIE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY – OR IN FACT KNEW – OF SUCH DAMAGES. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL OUR LIABILITY TO YOU – OR ANY THIRD PARTY CLAIMING RIGHTS THROUGH YOU – EXCEED THE FEES PAID TO US BY YOU IN THE PRIOR SIX (6) MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM.

18. INDEMNIFICATION; HOLD HARMLESS

You agree to indemnify, defend, and hold harmless EIE’s officers, directors, employees, successors, agents, its affiliated companies, and its suppliers and partners from any and all claims, demands, suits, actions, losses, costs, damages, and any other liabilities, including attorneys’ fees, arising out of or related to (a) your use or misuse of the EIE Services, (b) any violation of the rights of any other person or entity by you, or (c) any breach or violation by you of this Agreement. EIE shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. EIE reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

19. LIMITATION OF LIABILITY AND DAMAGES

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EIE OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATING TO YOUR USE OF THE EIE SERVICES, EVEN IF EIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. GOVERNMENT END USERS.

If this EIE Software is being acquired on behalf of the United States Government, then the following provision applies. Use, duplication, or disclosure of the EIE Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable.

21. COMPLIANCE WITH APPLICABLE LAWS.

The EIE Services are based in the United States. We make no claims concerning whether the EIE Services may be used or are appropriate for use outside of the United States or for your particular industry, company, or intended use.

22. COMMUNICATIONS DECENCY ACT NOTICE.

EIE is a provider of “interactive computer services” as defined under the Communications Decency Act, 47 U.S.C. Section 230, and as such, our liability for defamation, libel, product disparagement, and other claims arising out of any Messages sent by our users is limited as described therein. We are not responsible for any Messages of our users. We neither warrant the accuracy of Messages or exercise any editorial control over Messages, nor do we assume any legal obligation for editorial control of Messages or liability in connection with Messages, including any responsibility or liability for investigating or verifying the accuracy of any Messages. In fact, as noted in our [Privacy Policy](#), we do not read encrypted Messages.

The Website and the Service are based in the United States. We make no claims concerning whether the Website or the Service may be used or are appropriate for use outside of the United States or for your particular industry, company, or intended use. As noted herein, you access and use the Website and Service at your own risk. You are solely responsible for ensuring compliance with the applicable laws of your specific jurisdiction and industry.

23. CONTROLLING LAW

This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of law provisions, and you consent to the exclusive jurisdiction of the state and federal courts sitting in DuPage County, Illinois, U.S. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

24. BINDING ARBITRATION

Either EIE or you may demand that any dispute or claim between EIE and you about or involving the EIE Services must be resolved by binding arbitration governed by the Federal Arbitration Act (“FAA”). Any election to arbitrate shall be final and binding on the other party; provided that the foregoing shall not prevent EIE from seeking injunctive relief in a court of competent jurisdiction.

All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 25 below, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

25. CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

26. EQUITABLE RELIEF

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of Illinois, County of DuPage for purposes of any such action by us.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE EIE SERVICES MUST BE COMMENCED BY YOU WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

27. MODIFICATION OF THIS AGREEMENT

EIE may modify this Terms of Service from time to time. Any and all changes to this Agreement will be posted on the EncryptedInformationExchange.com site, and you agree to be bound by any changes to the Terms of Service when you continue to use the EIE Services after those changes are posted.

28. FORCE MAJEURE

We will not be held responsible for any delay, service interruption or other failures to perform within the terms of this Agreement due to a force majeure as defined in this Section. A “force majeure” is any condition caused in whole or part by a third party or by a circumstance beyond the commercially reasonable control of us, including but not limited to strikes and lockouts, natural disasters, acts of war, insurrection, crime, or terrorism, power outages, and failure of telecommunications facilities, device equipment, or other equipment or facilities under the control of You or Your agents, internet service providers, or other third parties.

29. MISCELLANEOUS

If any provision of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such provision will be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no such modification is possible, and other provisions of this Agreement will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. This Agreement and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned or transferred by EIE without restriction. The provisions of this Agreement that require or contemplate performance after the termination of this Agreement and all provisions relating to limitation of liability, intellectual property, equitable relief, disclaimers, and indemnification will be enforceable notwithstanding such termination. Neither party will be in default or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from any cause beyond its reasonable control. If any dispute arises under this Agreement, the prevailing party will be reimbursed by the other party for any and all legal fees and costs associated therewith.

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings.

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