

END USER LICENSE AGREEMENT

PLEASE READ THIS CONTRACT (THIS "AGREEMENT") CAREFULLY. BY CLICKING THE ACCEPT BUTTON OR ACCESSING THE SOFTWARE, YOU ("USER") AGREE THAT (A) THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU AND (B) YOU ARE AUTHORIZED TO REPRESENT AND BOND THE AGROCHEMICAL RETAINER OR DEALER FOR WHOM YOU WORK. IF YOU DO NOT AGREE, DO NOT CLICK ON THE BUTTON THAT INDICATES THAT YOU ACCEPT THE TERMS OF THIS CONTRACT AND DO NOT ACCESS OR USE THE SOFTWARE.

If User is residing in a jurisdiction that restricts the use of internet-based applications according to age, or that restricts the ability to enter into agreements such as this Agreement according to age and User is under such a jurisdiction and under such age limit, User may not enter into this Agreement or use Checking Web Service. Furthermore, if User is residing in a jurisdiction where it is forbidden by law to offer or use software such as this, User may not enter into this Agreement or use Checking Web Service. By entering into this Agreement User explicitly states that User has verified that the use of Checking Web Service is allowed in User's jurisdiction. User may not click on the ACCEPT button if User is not at least 18 years of age.

1. Definitions. For the purposes of this Agreement, the following definitions apply:

- 1.1 "Checking Web Service" uses product label information to support crop decisions and includes software specifications, source code, object code, software documentation, software specifications, flow charts, diagrams, terminal displays and printouts, software routines, screen displays, content entry formats, data base structures (including the design and arrangement of the product information), data base formats and prompting sequences embodied in such software, and any tangible or intangible things that embody, represent, describe or specify any aspect of the operation or application of Checking Web Service, which have been furnished to User, as well as any such other information as CDMS shall so designate.
- 1.2 "CDMS" means Crop Data Management Systems, Inc.
- 1.3 "CDMS Confidential Information" shall mean any information disclosed by CDMS that is disclosed in a manner such that User should reasonably understand such information to be confidential. Confidential Information shall include, but not be limited to, CDMS Proprietary Information, CDMS' research, development, trade secrets, software design, content collection, inventions, source code, vendor and user information, and information about or provided by any of its users. Confidential Information shall not include any information already in the public domain at the time of disclosure by CDMS.

- 1.4 "CDMS Proprietary Information" shall mean and include Checking Web Service, software specifications, software routines, screen displays, content entry formats, data base structures (including the design and arrangement of the product information), data base formats, flow charts, printouts and prompting sequences embodied in such software, and such other information as CDMS shall so designate; provided, however, that Proprietary Information shall specifically exclude publicly available product information accessible using the Checking Web Service. This definition shall extend to Proprietary Information in whatever form such Proprietary Information may be embodied, including, but not limited to, source code, object code, software documentation, software specifications, flow charts, diagrams, terminal displays and printouts. Proprietary Information shall include information regarding User's use of Checking Web Service, including specific product information accessed by User, Checking Web Service usage habits.
 - 1.5 "Integrator" shall mean Cogent 3D.
 - 1.6 "Integrator Agreement" means that certain Integrator Agreement and License last executed April 27, 2016 between CDMS and Cogent 3D.
 - 1.7 "Term" means the period from the date of User's acceptance of this Agreement until the expiration or termination of this Agreement pursuant to its terms.
 - 1.8 "Territory" shall mean the United States.
 - 1.9 "Use" shall mean the copying of any portion of Checking Web Service, instructions or content from storage media into the Central Processing Unit (CPU) for processing, or any other use of Checking Web Service for entering or retrieving information.
 - 1.10 "User" shall mean the entity that received login and password information from CDMS, and its Integrators employees of User who need to use the Checking Web Service in the performance of their duties.
 - 1.11 "User Proprietary Information" shall mean information entered into Checking Web Service by User.
2. CDMS Grant of License. Contingent upon User's acceptance of this Agreement, the payment of fees by Integrator under the Integrator Agreement and the payment of fees by User under this Agreement (if any), CDMS hereby grants User, under its intellectually property rights, a limited, nontransferable, non-sublicenseable, nonexclusive license to Use Checking Web Service in object code form solely for its internal use within the Territory during the Term at any owned location of User without regard to crop groups or acres. User may not, without CDMS' prior written consent, assign, delegate, sublicense, pledge, sell or transfer this license, otherwise provide a third party access to Checking Web Service or CDMS Proprietary Information, or use Checking Web Service or CDMS Proprietary Information to provide services to a third party. User may not, without CDMS' prior written consent, disassemble, decompile, or otherwise reverse engineer any component of Checking Web Service nor

use any component of Checking Web Service to provide services to third parties as a service bureau or content processor, except as may be expressly authorized in this Agreement.

3. User's Grant of License. User hereby grants CDMS a fully paid, limited, perpetual, nonexclusive right and license to use User Proprietary Information included in, added to, or processed using Checking Web Service. Additionally, CDMS may use any such information for the purposes of monitoring and analyzing grower preferences and usage of products. User shall retain the ownership of the User Proprietary Information as provided in Section 6.2.
4. Charges
 - 4.1 Training. Except as otherwise agreed in writing, CDMS shall not be required to provide any on-site training or implementation, development of interfaces/integration of Checking Web Service to User's third party software platform or custom features requested by User and provided by CDMS.
 - 4.2 Hardware. User shall be responsible for providing and maintaining all hardware at User's location(s) necessary to operate Checking Web Service. In addition, User shall pay all communication costs, charges and fees related to telecommunications between User and CDMS. User acknowledges that the full functionality of Checking Web Service and/or access to Checking Web Service is not available unless the computer containing Checking Web Service installation has continuing access to the Internet.
 - 4.3 Taxes. Unless paid by Integrator pursuant to the Integrator Agreement, User shall be responsible for and pay any and all taxes assessed against the services provided by CDMS hereunder.
 - 4.4 Expiration of Integrator Agreement. Upon the expiration or termination of the Integrator Agreement, this Agreement shall, at CDMS' sole discretion, terminate or remain in full force and effect; provided that User shall be responsible for the payment of the then-current license fee for Checking Web Service, any and all taxes assessed against the services provided by CDMS hereunder (other than taxes based on the income or property of CDMS), and any other fees or charges previously paid by Integrator on behalf of User pursuant to the Integrator Agreement.
5. User's Prohibitions and Obligations.
 - 5.1 No Infringement. User shall take no action that, in any way, would infringe upon the copyrighted programs, Checking Web Service or content of CDMS, or that would infringe or otherwise misappropriate upon CDMS Proprietary Information or CDMS Confidential Information. For the sake of clarity, and without limiting the scope of the prior sentence, User acknowledges and agrees that User's development of a competitive product label information database by User constitutes a willful infringement and misappropriation of CDMS' copyrights, trade secrets and other intellectual property rights.

- 5.2 User shall not remove any proprietary, copyright, confidential or trade secret legend from any portion of Checking Web Service or any content or support materials provided to User by CDMS.
- 5.3 Copies. Checking Web Service may be copied, in whole or in part, for use by User solely with its designated computer, for archive or backup purposes, or to replace a worn copy; provided, however, that User may keep no more than two (2) machine readable copies at any time without CDMS' prior written consent. User shall reproduce and include CDMS' copyright notice on any copies, in whole or in part, in any form, of Checking Web Service. User shall maintain a log of the number and location of all originals and copies of Checking Web Service and support materials. Within one (1) week after the termination of this Agreement, User shall return to CDMS the original and all copies, in any form, of Checking Web Service, printed materials and manuals received from CDMS.
- 5.4 Non-Solicitation. User shall not knowingly solicit, directly or indirectly, for employment and employ any employee of CDMS. The prohibition on solicitation and hiring shall extend 90 days after termination of any CDMS' employee's employment. This provision shall not operate or be construed to prevent or limit any employee's right to practice his or her profession or to utilize his or her skills for another employer or to restrict any employee's freedom of movement or association. The (i) publication of classified advertisements in newspapers, periodicals, Internet bulletin boards, or other publications of general availability or circulation, (ii) consideration and hiring of persons responding to such advertisements, or (iii) use of independent employment agencies or search firms not specifically targeting CDMS' employees shall not be deemed a breach of this Paragraph 5.3, unless the advertisement and solicitation is undertaken with the intent to circumvent or conceal a breach of this Paragraph 5.3.
- 5.5 Compliance. User represents and warrants that User is authorized to enter into this Agreement and comply with its terms. Furthermore, User represents and warrants that User will at any and all times meet with User's obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of Checking Web Service, or any related Web Services.
- 5.6 Confidential and Proprietary Information. User shall not disclose to any third party any CDMS Proprietary Information or CDMS Confidential Information unless authorized to do so in a writing executed by CDMS. User shall not provide or otherwise make available Checking Web Service or content incorporated therein, including, but not limited to flow charts, logic diagrams, machine codes, screen displays or printouts, in any form, to any person or entity, other than its consultants or contractors who have a need to know such information and are bound by a written agreement to keep such services or information confidential, without prior written consent from CDMS. Upon request by CDMS, User shall provide to CDMS copies of all such confidentiality/nondisclosure agreements executed by its consultants and contractors. User shall secure and protect all printed materials, manuals, software programs, disks, copies, or other media, if any, that embody, contain, or describe any CDMS Proprietary Information or CDMS Confidential Information in a manner consistent with the protection of CDMS' rights therein and

to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. User further agrees that it shall be strictly liable for all damages to CDMS that result from any disclosure of any CDMS Proprietary Information or CDMS Confidential Information or any portion of Checking Web Service and/or CDMS Proprietary Information that result from any disclosure of same to any third party.

5.7 Passwords. User is responsible for keeping its password secure and is solely responsible and liable for any activity that occurs under User's user name.

6. Ownership of Intellectual Property.

6.1 CDMS Proprietary Information. As between the parties, CDMS is the sole and exclusive owner of the intellectual property rights, including but not limited to copyrights, patents, trademarks, and trade secrets, and any other applicable intangible property rights, in the Confidential Information and Proprietary Information, and in all media, printouts, papers, support materials, or hard copies containing or bearing such intellectual property. User agrees not to contest CDMS' ownership of a copyright in Checking Web Service. The exclusion of any copyright or trademark notice on or in any media, printouts, papers, materials, or copies containing CDMS' Confidential Information or Proprietary Information shall not cause, or be construed to cause, CDMS' rights in such matter to be in the public domain. User shall have a license to use CDMS' Proprietary Information and Confidential Information, and the intellectual property rights therein, only to the extent specifically provided in this Agreement and to the extent such is reasonably necessary for User's performance under the Agreement. All rights not expressly granted herein are reserved by CDMS.

6.2 User Proprietary Information. As between the parties, User is the sole and exclusive owner of User Proprietary Information.

7. Disclaimer, Limited Warranties.

7.1 LIMITED WARRANTY. EXCEPT AS SET FORTH IN THE LAST SENTENCE IN THIS PARAGRAPH 7.1, CDMS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY KIND WITH RESPECT TO CHECKING WEB SERVICE, USER PROPRIETARY INFORMATION, SERVICES OR DATA MADE AVAILABLE THROUGH CHECKING WEB SERVICE, OR ANY OTHER CDMS SERVICE, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE (INCLUDING ANY PURPOSE RELATING TO MANUFACTURER'S OR A USER'S LEGAL OR REGULATORY COMPLIANCE OBLIGATIONS) OF ANY INFORMATION CONTAINED IN CHECKING WEB SERVICE, OR OTHER CDMS SERVICES. AND THE INFORMATION CONTAINED IN THE CHECKING WEB SERVICE DATABASE, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE SOLE LIMITED WARRANTY WITH RESPECT TO CHECKING WEB SERVICE IS THAT THE MEDIA ON WHICH CHECKING WEB SERVICE IS

FURNISHED SHALL BE FREE FROM DEFECTS UNDER NORMAL USE FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF DELIVERY TO USER.

7.2 CONNECTIVITY. USER ACKNOWLEDGES THAT, IN CONNECTION WITH CHECKING WEB SERVICE INFORMATION SHALL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED, AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS, AND OTHERS, ALL OF WHICH ARE BEYOND CONTROL AND JURISDICTION OF CDMS. ACCORDINGLY, CDMS ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH CHECKING WEB SERVICE. CDMS FURTHER MAKES NO WARRANTY OR ASSUMES NO LIABILITY REGARDING THE AVAILABILITY, RELIABILITY, OR SUITABILITY OF ANY INTERNET SERVICE PROVIDER OR DIGITAL SUBSCRIBER LINE SERVICES. CDMS ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH CHECKING WEB SERVICE DUE TO THE FAILURE OF ANY INTERNET SERVICE PROVIDER OR DIGITAL SUBSCRIBER LINE SERVICE. CDMS MAKES NO WARRANTIES AS TO THE SECURITY OF USER DATA COMMUNICATIONS. CDMS MAKES NO WARRANTIES AS TO THE SECURITY OF USER'S DATA COMMUNICATIONS, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR USERS' COMPUTER(S) OR ONLINE COMMUNICATIONS. USER AGREES THAT CDMS WILL NOT BE LIABLE FOR ANY SUCH ACCESS.

7.3 DATABASE INFORMATION. USER ACKNOWLEDGES THAT CDMS IS NOT THE AUTHOR OF THE INFORMATION INCLUDED IN THE CHECKING WEB SERVICE DATABASE, THAT SUCH INFORMATION IS PROVIDED TO CDMS BY VARIOUS THIRD PARTIES AND THAT CDMS HAS NO RESPONSIBILITY FOR THE ACCURACY OR CURRENCY OF SUCH INFORMATION. CDMS MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY KIND WITH RESPECT TO CHECKING WEB SERVICE, SERVICES OR DATA MADE AVAILABLE THROUGH CHECKING WEB SERVICE INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. CHECKING WEB SERVICE IS PROVIDED "AS IS" AND WHEN AVAILABLE WITHOUT WARRANTY OF ANY KIND.

7.4 Risk of Use. User acknowledges and agrees that the entire risk arising out of the use or performance of Checking Web Service remains with User, to the maximum extent permitted by law. User's only right or remedy with respect to any problems or dissatisfaction with Checking Web Service is to cease use of Checking Web Service.

8. Limitation of Damages.

8.1 CAP ON DIRECT DAMAGES. THE AGGREGATE AMOUNT OF DAMAGES RECOVERABLE AGAINST CDMS ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE CHARGES PAID TO CDMS BY USER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY

PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY (EXCLUSIVE OF ANY INSTALLATION FEE AND/OR ACTUAL TRAVEL EXPENSES OR OTHER OUT-OF-POCKET EXPENSES PAID OR REIMBURSED TO CDMS DURING SUCH PERIOD), REGARDLESS OF THE TYPE OF CLAIM, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT FORESEEABLE AND REGARDLESS OF THE CAUSE OF SUCH DAMAGES, EVEN IF CDMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN BASED ON CDMS' OWN NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CDMS WILL NOT BE LIABLE FOR ANY LOSSES RELATED TO THE INFORMATION CONTAINED WITHIN THE DATABASE OR PROVIDED TO CDMS BY USER.

8.2 DISCLAIMER OF CONSEQUENTIAL DAMAGES. IN NO EVENT WILL THE MEASURE OF DAMAGES PAYABLE BY CDMS INCLUDE ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING DAMAGES DUE TO BUSINESS INTERRUPTION OR LOST PROFITS) ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT FORESEEABLE AND REGARDLESS OF THE CAUSE OF SUCH DAMAGES, EVEN IF CDMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN BASED ON CDMS' OWN NEGLIGENCE.

8.3 Essential Basis. The parties recognize the fees charged to Integrator and User would be substantially increased, reflecting a substantially increased level of risk to CDMS, if this Agreement did not contain the provisions of Section 7 and this Section 8 of this Agreement, which form an essential basis of the bargain between the parties.

9. User Indemnification of CDMS. User, on behalf of itself, and any employees, agents, successors, parent corporations, affiliate corporations, predecessor corporations and successor corporations, in all capacities, including individually, agree to indemnify and hold CDMS, its officers, directors, employees and agents harmless from any and all losses, claims, detriment, damages, charges, costs and expenses arising out of or related to (directly or indirectly) (a) User's use of Checking Web Service, Checking Web Service, the Checking Web Service System; (b) the entering by User of any information into Checking Web Service under this Agreement, including any claim based on the negligence of CDMS; (c) violation or breach of any term of this Agreement or any applicable law, regulation, policy, or guideline, whether or not referenced herein, (d) violation of any rights of any third party, or (e) use, disclosure, or publication of Checking Web Service or of any information obtained in whole or in part by User from or through Checking Web Service. This Section 9 shall survive any termination of this Agreement.

10. Events of Default. CDMS may terminate this Agreement upon the occurrence of any of the following:

10.1 User violates any terms of this Agreement or any other agreement between User and CDMS, fails or neglects to perform or observe any of its existing or future obligations under this Agreement, or uses Checking Web Service in any manner inconsistent with the terms of this Agreement;

10.2 CDMS determines in its reasonable and good faith discretion that User's financial condition prevents it from being able to fulfill its obligation to indemnify CDMS as provided in Section 9 above; or

10.3 User makes an assignment of User's business for the benefit of creditors, a petition in bankruptcy is filed by or against User, a receiver, trustee in bankruptcy, or similar officer is appointed to take charge of all or part of User's property, or User is adjudged a bankrupt.

Immediately upon the occurrence of any event of default of this Agreement, CDMS may, in its sole discretion, elect to terminate this Agreement and to discontinue providing Checking Web Service to User.

11. Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party if the other party materially breaches this Agreement including without limitation a failure to pay fees and fails to cure such breach within thirty (30) days of receiving notice of such breach without cause.

12. General Provisions

12.1 Severability. If any part of this Agreement is adjudged by any court of competent jurisdiction to be invalid, that judgment shall not effect or nullify the remainder of the Agreement and the effect shall be confined to the part immediately involved in the controversy adjudged.

12.2 Non-Waiver. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder, nor shall such waiver preclude the further exercise of that right.

12.3 Attorney's Fees and Costs. In the event of any suit or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in negotiations and discussions to settle a dispute arising out of the subject matter of this Agreement.

12.4 Choice of Law/Choice of Forum. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to its choice of law rules. Any action to enforce the terms of this Agreement, or arising out of the subject matter of this Agreement, shall be brought in the Superior Court for the County of Yuba, State of California, or, if that is not a proper venue or jurisdiction, the United States District Court for the Eastern District of California.

12.5 ARBITRATION. USER UNDERSTANDS AND AGREES THAT ALL CLAIMS, DISPUTES OR CONTROVERSIES BETWEEN USER AND CDMS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE BREATH THEREOF, INCLUDING BUT NOT LIMITED TO TORT AND CONTRACT CLAIMS (INCLUDING THE ENFORCEABILITY OF THIS AGREEMENT), NEGLIGENCE CLAIMS, CLAIMS BASED UPON ANY FEDERAL, STATE OR LOCAL STATUTE, LAW, ORDER, ORDINANCE OR

REGULATION, AND THE ISSUE OF ARBITRABILITY, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES IN MARYSVILLE, CALIFORNIA. ANY CONTROVERSY CONCERNING WHETHER A DISPUTE IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR AND NOT BY THE COURT. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF. THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT, AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). NEITHER USER NOR CDMS SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL.

12.6 Commercial Software. Checking Web Service is deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of Checking Web Service by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

12.7 Successors. This Agreement is binding on and shall inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, unless otherwise prohibited by this Agreement.

12.8 Titles. The titles to the sections and paragraphs of this Agreement are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument.

12.9 Entire Agreement and Acknowledgment. The parties acknowledge that this Agreement has been read and understood, represents the entire Agreement and understanding of the parties relating to the rights granted and obligations assumed in this Agreement, and supersedes all prior agreements, communications, or understandings, whether oral or written. Any oral representations or modifications concerning this Agreement not contained herein shall be of no force or effect unless contained in a subsequent written modification signed by both parties. The parties agree that the terms and conditions herein may be amended or supplemented by written agreement or by terms and conditions included in click-through, click-wrap or shrink-wrap agreements by and between the parties; provided that such agreements reference this Agreement.

12.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

12.11 Construction of Agreement. For the purposes of this Agreement, the use of the singular shall include the plural, and vice versa, and the use of the conjunctive shall include the disjunctive, and vice versa.

12.12 Assignment. Neither party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other party and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to an affiliate or in connection with any merger, reorganization, sale of substantially all of such party's assets, or other change of control transaction, without any consent from the non-assigning party.

12.13 Survival. Sections 3 through 12, as well as any obligation to pay fees arising prior to termination, shall survive the expiration or termination of this Agreement for any reason.

I, the "User" to which the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions of this Addendum, that I understand them and that I hereby manifest my assent to, and my agreement to comply with, those terms and conditions by "clicking" on the box labeled "I Accept." I understand this is a binding legal agreement. Should I disagree with any of the terms or have any questions regarding the same I shall not continue to the next page and shall contact CDMS at 1.800.237.2367.

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