

MyKey Consulting Services LLC

END USER LICENSE AGREEMENT

This End-User License Agreement (“**EULA**”) is a legal agreement between you (either an individual or a single entity) and **MyKey Consulting Services LLC**, a Washington Corporation (“**MyKey**”), and sets forth the terms and conditions under which MyKey is willing to permit you to use MyKey’s proprietary software application, which may include associated software components, media, printed materials, and “online” or electronic documentation (collectively, the “**Software Product**”). PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY DOWNLOADING, INSTALLING AND/OR USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS EULA. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL, AND/OR USE THE SOFTWARE PRODUCT.

This EULA represents the entire agreement concerning the Software Product between you and MyKey, and it supersedes any prior proposal, representation, or understanding between the parties. THE SOFTWARE PRODUCT PROVIDED HEREUNDER IS LICENSED, NOT SOLD TO YOU AND AT ALL TIMES REMAINS THE PROPERTY OF MYKEY.

1. License Grant; Reserved Rights:

- a. The Software Product is licensed under the terms of this EULA and your rights to use it are conditioned upon your compliance with all provisions of this EULA. You acknowledge that MyKey owns all rights in the Software Product and covenant not to assert any rights therein inconsistent with MyKey’s exclusive ownership of the Software Product.
- b. Subject to the terms and conditions of this EULA and payment of the applicable license fees for the Software and other fees (“**License Fees**”), MyKey grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license (the “**License**”) to install (if applicable) and/or use as permitted by the Usage Rules set forth in Section 9.b. of the App Store Terms and Conditions (the “Usage Rules”) one copy of the Software Product, in object code format only, solely for your own use on any iPhone, iPod, iPad, Android Device, or device supported by us that you own or control and which is running a validly licensed copy of the operating system for which the Software Product was designed. You acknowledge and agree that the terms and provisions of this EULA shall apply to any and all Software Product(s) purchased from MyKey, at any time or from time-to-time, whether prior to or after the effective date of this EULA, unless superseded by a subsequent agreement from MyKey.
- c. The License granted under this Agreement is limited to the rights expressly granted herein and any rights not expressly granted to you are expressly reserved to MyKey. Except for the License granted herein, MyKey shall retain all right, title, and interest in and to the Software Product and all corresponding intellectual property rights. Nothing contained within this Section or elsewhere in this EULA, or through course of dealing or your use of the Software Product or otherwise shall be construed to grant or create by implication, estoppel, or otherwise any licenses or rights of MyKey other than those expressly granted pursuant to the License. If and to the extent you should obtain any proprietary or other rights in the Software Product, you hereby irrevocably assign, transfer, and convey all such rights to MyKey.

2. Assumption of Risk:

- a. You are responsible for (i) properly installing and configuring any Software Product provided under this EULA; (ii) testing the Software Product to verify that the Software Product operates according to the documentation provided by MyKey; (iii) ensuring that the Software Product meets your requirements; and (iv) abiding by all applicable federal and state laws, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), the Protection of Pupil Rights Amendment (“PPRA”), and the Children's Online Privacy and Protection Act (“COPPA”). You assume all risks arising from your selection and use of the Software Product and hereby irrevocably and unconditionally release and discharge MyKey from any and all loss, claim, damage, or other liability associated with or arising therefrom.
- b. You acknowledge that the Software Product may enable access to MyKey's and third party services and web sites (collectively and individually, “**Services**”). Use of the Services may require Internet access and that you accept additional terms of service. Certain Services may display, include or make available content, data, information, applications, or materials from third parties (“**Third Party Materials**”) or provide links to certain third party web sites. By using the Services, you acknowledge and agree that MyKey is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third Party Materials or web sites. MyKey does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third Party Materials, or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you. Financial information displayed by any Services is for general informational purposes only and is not intended to be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Services, you should consult with a financial professional. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither MyKey, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information or location data displayed by any Services.
- c. You agree that any Services contain proprietary content, information, and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information, or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame, or otherwise infringe or violate the rights of any other party, and that MyKey is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, or illegal messages or transmissions that you may receive as a result of using any of the Services.

- d. Third Party Services and Third Party Materials that may be accessed from, displayed on or linked to from the device through which you access the Software Product are not available in all languages or in all countries. MyKey makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent you choose to access such Services or Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.
- e. MyKey, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services or the Software Product at any time without notice. In no event will MyKey be liable for the removal of or disabling of access to any such Services. MyKey may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

3. Limited Rights:

- a. You acknowledge and agree that your use of the Software Product is authorized only for the purposes expressly set forth herein. You may not use the Software Product in any manner or for any purpose other than as expressly set forth in this EULA without MyKey's prior written consent. Upon termination of any License granted herein for any reason, your authorization to use the Software Product will immediately cease without any further action by MyKey at which time you must discontinue all use of the Software Product.
- b. You may make one copy of the Software Product solely for backup and archival purposes. Without limiting the foregoing, you agree that you may not:
 - (i) rent, lease, sell, lend, distribute, or otherwise make the Software Product available to any third party or use it for supporting a third party's use of the Software Product, time share the Software Product, or provide service bureau or similar service use;
 - (ii) provide access (directly or indirectly) to the Software Product via a web or network application so as to allow use or operation of the Software Product by more devices or users than permitted by your License;
 - (iii) directly or indirectly, in any form or manner copy, reproduce, modify, prepare derivative works of, decompile, reverse engineer, disassemble, or otherwise attempt to derive or generate source code or object code from the Software Product;
 - (iv) take or permit any act that would in any way impair the rights of MyKey in the Software Product;
 - (v) copy and/or install the Software Product, if it was pre-installed on a computing product, on any additional device, except for the purpose of creating a backup copy; or
 - (vi) use the Software Product for or in connection with the planning, construction, maintenance, control, or direct operation of direct life support systems.

You acknowledge and agree that any use of the Software Product in violation of the terms of this EULA shall constitute a breach of this EULA and/or an infringement of MyKey's intellectual property rights. Unless expressly authorized in writing by MyKey, neither you nor any of your employees or agents are permitted to produce any product, invention, plans, drawings, designs, diagrams, source codes, processes or any other data ("**New Product**") through the use or examination of the Software Product or modify the Software Product to create derivative software applications ("**Derivative Applications**") or to use the Software Product, any New Product or Derivative Applications. Regardless of whether MyKey approves any such New Products or Derivative Applications, any New Product or Derivative Application that you or your employees or agents develop shall become the property of MyKey. To the extent that ownership of such New Product or Derivative Application may not, by operation of law, vest in MyKey, all right, title, and interest therein are hereby irrevocably assigned to MyKey.

4. **User Content:** MyKey takes no responsibility and assumes no liability for any of the wide variety of information submitted, shared, posted, stored or uploaded by you or any third party (collectively, "User Content"), or for any loss or damage thereto. You acknowledge, consent and agree that MyKey may access, preserve, and disclose your account information, User Content, and/or Third Party Materials to persons including, but not limited to, law enforcement authorities or a court or other tribunal of competent jurisdiction if required to do so by law. MyKey does not own the User Content you post on or otherwise submit to the Software Product, but in posting and/or otherwise submitting User Content to the Software Product and/or using the Services, you grant MyKey an irrevocable, worldwide, transferable, nonexclusive, royalty-free, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content and any information, data, or other material generated through the use of the Software Product and/or Services on or in any and all media (now known or hereafter developed).
5. **Support Services:** MyKey may at its sole discretion provide you with support services related to the Software Product ("**Support Services**"). Any supplemental software code provided to you as part of the Support Services shall be considered part of the Software Product and subject to the terms and conditions of this EULA. With respect to technical information you provide to MyKey as part of the Support Services, MyKey may use such information for its business purposes, including for product updates and development. MyKey will strive to utilize such technical information in a form that does not personally identify you.
6. **Updates:** MyKey may, but is under no obligation whatsoever to provide you with software updates, corrections, or bug fixes to the Software Product ("**Updates**"). Any supplemental software code provided to you as part of the Updates shall be considered part of the Software Product and subject to the terms and conditions of this EULA. Updates to any third party software are subject to applicable licenses but not necessarily this EULA. You are solely responsible for implementing any Updates provided by MyKey and for all costs and expenses incurred by you to do so. You acknowledge that failure to implement any Update provided by MyKey may interfere with the proper operation of the Software Product and that such Software Product may not be compatible with the current version of the Software Product, may contain errors, and may not conform to the documentation or standards. Without limiting the foregoing, you acknowledge and agree that failure to implement any Update to the Software Product within twenty (20) days of the time period specified by

MyKey's notice accompanying the Update constitutes a material failure to comply with the terms and conditions of this EULA and entitles MyKey to terminate the License granted under this EULA with respect to such copy of the Software Product. You assume all risk associated with the use of any copy of the Software Product that does not include all Updates provided by MyKey and hereby irrevocably and unconditionally release and forever discharge and agree to indemnify, defend, and hold harmless MyKey from and against any and all judgments, awards, costs, claims, damages, demands, losses, expenses, or other liability associated with, arising or alleged to arise in any manner therefrom.

7. Copyright and Trademarks:

(a) All title, trademarks, and copyrights in and pertaining to the Software Product (including but not limited to any images, graphics, information, data, photographs, animation, video, audio, music, text, software, and applets incorporated into the Software Product) and/or the accompanying, printed materials are owned by MyKey unless otherwise expressly stated. Use of these items is subject to this EULA and is only permitted within normal use of the Software Product and/or the Services (as defined below). Your use of the Software Product and/or the Services grants you no right or license to reproduce or otherwise use any MyKey or third-party trademarks except as expressly set forth herein. The Software Product is protected by copyright and trademark laws and international treaty provisions. You may not copy or distribute all or any part of the Software Product (including any printed materials accompanying the Software Product) except as expressly permitted by MyKey in writing.

(b) MyKey, MyKey Consulting Services, and the MyKey design are trademarks of MyKey.

(c) You may not remove, modify, or alter any MyKey copyright or trademark notice from any part of the Software Product, including but not limited to any such notices contained in the physical and/or electronic media or documentation, in any MyKey setup wizard dialogue or 'about' boxes, in any of the runtime resources and/or in any web-presence or web-enabled notices, code, or other embodiments originally contained in or dynamically or otherwise created by the Software Product.

8. Audit: MyKey shall have the right, at its sole cost, to audit, or have audited, not more than annually, upon at least ten (10) business days' prior written notice and during regular business hours, your use of the Software Product to ensure your compliance with the terms of this EULA. You shall cooperate with MyKey and/or its auditor throughout the course of the audit in order for MyKey and/or the auditor to complete its tasks pursuant to this Section 8. If the audit reveals any unauthorized use of the Software Product, you will immediately rectify the non-compliance (including by paying any unpaid applicable fees) and MyKey shall have the right to conduct audits as frequently as three (3) times per year during the following two (2) year period.

9. Termination: Without prejudice to any other rights, this EULA and all License(s) granted hereunder shall terminate automatically and without notice from MyKey if you fail to comply with the terms and conditions of this EULA. Upon termination of the License(s) granted hereunder with respect to any copy (full or partial) of the Software Product, all rights and licenses with respect to such copy of the Software Product shall cease immediately and you shall make no further use of such copy of the Software Product, shall uninstall and remove such copy of the Software Product from your personal computer, and shall certify in writing to MyKey that the originals and all copies, in any form, of such copy of the Software Product

have been destroyed. Any use by you of a copy of the Software Product for which the License has been terminated shall constitute an infringement of MyKey's intellectual property rights in the Software Product.

10. Indemnification: You agree, at your sole expense, to defend, indemnify, and hold MyKey, MyKey's independent contractors, service providers, and consultants, and their respective directors, employees, and agents, harmless from and against any and all actual or threatened suits, actions, legal proceedings, judgments, and any other legal claims, damage awards, or other compulsory payment or performance of any kind arising out of, resulting from, attributable to or in any way incidental to: (a) your use of the Software Product; (b) your conduct; (c) your violation of this EULA; and (d) your violation of the rights of any third party.

11. Limitation of Liability: IN NO EVENT SHALL MYKEY OR ITS SUPPLIERS BE LIABLE FOR PERSONAL INJURY, OR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER INTERRUPTION, CORRUPTION OR LOSS OF DATA, LOSS OF BUSINESS INFORMATION, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR ANY THIRD PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE SOFTWARE PRODUCT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF MYKEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. In no event shall MyKey's total liability for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the lesser of the verifiable amount paid by you to MyKey for the Software Product or twenty-five dollars (U.S. \$25.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

12. Disclaimer of Warranties: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SOFTWARE PRODUCT AND SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. USE OF THE SOFTWARE PRODUCT AND SERVICES PERFORMED BY THE SOFTWARE PRODUCT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND MYKEY AND MYKEY'S LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE PRODUCT AND SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. MYKEY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD PARTY SOFTWARE INCLUDED IN THE SOFTWARE PRODUCT.

MYKEY DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE PRODUCT AND SERVICES, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED BY THE SOFTWARE PRODUCT WILL MEET YOUR

REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE PRODUCT AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE SOFTWARE PRODUCT OR SERVICES WILL BE CORRECTED, OR THAT THE SOFTWARE PRODUCT WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. INSTALLATION OF THIS SOFTWARE PRODUCT MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS, OR THIRD PARTY SERVICES.

YOU FURTHER ACKNOWLEDGE THAT THE SOFTWARE PRODUCT AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA, OR INFORMATION PROVIDED BY THE SOFTWARE PRODUCT OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MYKEY OR A MYKEY AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE PRODUCT OR SERVICE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS OF APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT IMPLIED WARRANTIES MAY NOT BE ENTIRELY DISCLAIMED, IMPLIED WARRANTIES ON THE SOFTWARE PRODUCT, IF ANY, ARE LIMITED TO NINETY (90) DAYS.

13. Applicable Law and Venue: If you acquired or use the Software Product in the United States, this EULA and your use of the Software Product will be governed by and construed in accordance with the laws of the State of Washington, applicable to agreements made and to be entirely performed within the State of Washington, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to this EULA or your use of the Software Product will be filed only in the state and federal courts located in Washington and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this EULA or your use of the Software Product. You agree that a final judgment in any such action or proceeding is conclusive and binding and may be enforced in any other jurisdiction. To the extent any governing law, treaty, or regulation is in conflict with this Agreement, the conflicting terms of this EULA are superseded only to the extent necessary by such law, treaty, or regulation. If any provision of this EULA is otherwise unlawful, void, or otherwise unenforceable, that provision is enforceable to the maximum extent permissible. In either case, the remainder of this EULA is not affected. You agree that the U.N. Convention on Contracts for the International Sale of Goods does not apply to this EULA. If you acquired the Software Product and use the Software Product exclusively outside of the United States, then local law may also apply, and you are hereby on notice that your use of the Licensed Application may also be subject to other local, state, national, or international laws. The controlling language of this EULA is English. You agree to bear any and all costs of interpreters if necessary. If you have received a translation into another language, it has been provided for your convenience only.

14. Export Control. The Software Product may be subject to U.S. export control laws or other (U.S. and non-U.S.) governmental export and import laws and regulations. Notwithstanding

any other term of this EULA, you may not exercise your rights under the EULA in violation of such laws and regulations, nor may this EULA be transferred to any party where doing so would result in such a violation. The terms of any limitation on the use, transfer or re-export of the Software Product imposed by MyKey in any Destination Control Statement or other document for the purpose of export control prevail over any term in this EULA. You are responsible for complying with the latest United States or other governmental export and import regulations. By using the Software Product, you represent and warrant that you are not located in any U.S. embargoed countries nor anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. You also agree that you will not use the Software Product for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

- 15. Federal Acquisition.** This provision applies to all acquisitions of the Software Product by, for, or through the federal government of the United States. The Software Product and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. By accepting delivery of the Software Product, the U.S. Government hereby agrees that this software qualifies as commercial computer software or commercial computer software documentation as such terms are used or defined in FAR 12.212, DFARS Part 227.72, and FARS 252.227-7014. Accordingly, the terms and conditions of this EULA and only those rights specified in this EULA pertain to and govern the use, modification, reproduction, release, performance, display, and disclosure of the Software Product by the federal government (or other entity acquiring for or through the federal U.S. Government) and supersede any conflicting contractual terms or conditions. If this EULA fails to meet the U.S. Government's needs or is inconsistent in any respect with federal procurement law, the U.S. Government agrees to return the Software Product to MyKey.
- 16. For European Union Licensees Only.** Any contractual provisions of this EULA contrary to laws implemented under Article 6 of Appendix V of the European Union Software Directive or to the exceptions provided for in Article 5(2) and (3) of such Appendix are null and void solely to the extent decompiling, disassembling, or otherwise reverse-engineering of the Software Product is necessary to enable the you to create an independent program that is interoperable with the Software Product or any other permitted objectives specified by such laws implemented under such directive (collectively, the "Permitted Objectives"), provided that any such information gained is used solely for such Permitted Objectives.
- 17. Taxes, Duties, Customs.** Absent appropriate exemption certificates or other conclusive proof of tax exempt status, you must pay all applicable sales, use, excise, value-added, and other taxes, duties, levies, assessments, and governmental charges payable in connection with this EULA or the License granted hereunder.
- 18. License Management.** The Software Product contains technology for the prevention of unlicensed use. The Software Product requires activation to exercise your rights under this EULA. You may also need to activate if you redesignate the Software Product if you move it

to a new device. Activation associates the use of the Software Product with a specific device. During activation, data about the Software Product and the device will be transmitted to MyKey. This data includes the License information, device identification, and location. You hereby consent to MyKey's collection of the data and covenant and agree not circumvent (or attempt) the license management feature.

- 19. Entire Agreement:** This EULA constitutes the entire agreement between MyKey and you concerning the Software Product. This EULA supersedes any and all prior agreements or communications between MyKey and you concerning the subject matter of this EULA.
- 20. Waiver and Severability:** No waiver by MyKey of any term or condition set forth in this EULA shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of MyKey to assert a right or provision under this EULA shall not constitute a waiver of such right or provision. If any provision of this EULA is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this EULA shall otherwise remain in full force and effect and enforceable.
- 21. Force Majeure:** The failure of MyKey to comply with any provision of this EULA due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemy, actions of governmental authorities outside of the control of MyKey (excepting compliance with applicable codes and regulations), or other force majeure event will not be considered a breach of this EULA
- 22. Privacy Policy:** Please review our Privacy Policy, located at <http://mykeyplans.com/index.php/privacy/>, which also applies to your access, installation, and/or use of the Software Product, and describes our practices and policies related to the collection, use, and storage of information about users of the Software Product. The Privacy Policy is incorporated into and made a part of these Terms, as amended or modified from time to time. In connection with our Privacy Policy, you agree that we may collect and use technical data and related information, including but not limited to technical information about your device, system, peripherals, and the Software Product, that is gathered periodically to facilitate the provision of software Updates and product support to you (if any) related to the Software Product. MyKey may use this information, as long as it is in a form that does not personally identify you, to improve its products, services or technologies provided to You. MyKey will not knowingly request or collect Personal Information from any child under age 13.

Questions & Contact Information

Questions, comments, and any other correspondence regarding the Software Product may be directed to us at:

MyKey Consulting Services LLC

mykeyconsulting@gmail.com

Last Updated: August 2016