



DATAZELLE - Service Order

Primary Contact Information			
Client		Datazelle LLC	
Client Legal Name ("Client")	River Oaks Academy	Company Name	Datazelle LLC ("Datazelle")
Primary Contact, Title	Claudia Weintraub	Primary Contact	Eugene Park
Billing / Payment Address	920 Hampshire Rd., Ste. X	Billing Address	700 Van Ness Ave. Ste 238
City / State / Zip	Westlake Village, CA 91361-2865	City / State / Zip	Fresno, CA 93721
E-mail	claudia.weintraub@roavc.com	E-mail	eugene@datazelle.org
Phone	(805) 777-7999	Phone	(559) 999-1759
Description of Services and Fees			
Description of Services		Fees	
Service(s):		Effective Date:	2/21/2019
<ul style="list-style-type: none"> • Comparative Analysis between Similar Schools (Option 1) <ul style="list-style-type: none"> ◦ <i>Description:</i> a comparative analysis of comparable schools using multiple measures such as CAASPP achievement levels and California School Dashboard performance levels and Distance from Standard (DFS) - analysis will be part of the charter renewal package/process. ◦ Analysis will include subgroup data such as race/ethnicity, socio-economically disadvantaged, students with disabilities, and any other groups requested by client. ◦ Finished product will be a collection of data visuals (10-12 presentation slides) • Comparative Analysis between Similar Schools plus 3D Map (Option 2) <ul style="list-style-type: none"> ◦ Includes aforementioned services under Option 1 ◦ 3D Maps visualize academic performance data on real maps (e.g. state of California) <ul style="list-style-type: none"> ■ Data: <ul style="list-style-type: none"> • ELA and Math Percent Met or Exceeded • ELA and Math Distance from Standard ◦ Will provide static map images and fly over videos 		Contract Term:	<input type="checkbox"/> 6-Month <input type="checkbox"/> 1-Year <input type="checkbox"/> 2-Year <input type="checkbox"/> 3-Year <input checked="" type="checkbox"/> Ongoing until Terminated
		Option 1:	\$1,200
		Option 2:	\$2,200
		Ongoing Annual Maintenance Fee	25% of initial build cost
		Total:	Option 1: \$1,500 (includes 25% maintenance fee) Option 1 Annual Fee after Year 1: \$300 Option 2: \$2,750 (includes 25% maintenance fee) Option 2 Annual Fee after Year 1: \$550



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<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> ■ See example: https://youtu.be/abCC482qEQY ● Maintenance Fee <ul style="list-style-type: none"> ○ Limited to data refreshes, data issues (e.g. updating file layout, data retrieval process, etc) and resolving known bugs ○ Any new features added after Year 1 are not included in the maintenance fee and will be billed at an hourly rate of \$150 		
Other Terms and Conditions		
Authorization		
By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.		
Client Signature:	Print Name, Title:	Date:
DataZelle Signature: <i>Eugene Park</i>	Print Name, Title: Eugene Park, Co-Founder	Date: 2/21/2019

Terms and Conditions
<p>BACKGROUND</p> <p>DataZelle is an education technology company that has developed a SUITE OF PRODUCTS AND INTELLECTUAL PROPERTY ("SPIP") that enables school districts, schools, and individual educators to access data-based visuals or information for the purpose of guiding curriculum, instruction, assessments, stakeholder engagement, etc. Client and DataZelle have entered into the SO and, from time to time hereafter, Client and DataZelle may enter into additional Service Orders ("Future SOs") pursuant to which Client will purchase other products or services from DataZelle's SPIP. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.</p> <p>1 RIGHT TO USE THE DATAZELLE SUITE OF PRODUCTS AND INTELLECTUAL PROPERTY</p> <p><i>In this agreement, "DATAZELLE SPIP" will refer only to the specific item(s) or service(s) directly purchased and/or rightfully obtained by the Client, which are catalogued under "Description of Services", and does not refer to the entire suite of products and intellectual property.</i></p> <p>1.1 DATAZELLE SUITE OF PRODUCTS AND INTELLECTUAL PROPERTY ("SPIP"). Subject to the terms and conditions of this Agreement, DataZelle hereby grants Client the limited, non-exclusive, non-transferable, non-sub-licenseable right to access and use of the DATAZELLE SPIP during the Term solely for Client's use (including use by Client's students and staff, as described in the SO, if applicable ("Authorized Users")).</p> <p>1.2 Limitations. The following limitations and restrictions will apply to the DATAZELLE SPIP: (a) Client will not provide access to the DATAZELLE SPIP to any person who is not an employee or contractor of Client or an Authorized User. (b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code,</p>



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object code or underlying structure, ideas or algorithms of the DATAZELLE SPIP; (ii) modify, translate or create derivative works based on the DATAZELLE SPIP; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the DATAZELLE SPIP; (iv) use the DATAZELLE SPIP for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the DATAZELLE SPIP or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of DataZelle or its suppliers on the DATAZELLE SPIP.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs into the DATAZELLE SPIP that identifies Client or its students and staff (including Authorized Users), and (b) any other data and content provided by Client or Authorized Users to DataZelle or input into the DATAZELLE SPIP. Client hereby grants to DataZelle a non-exclusive, worldwide, royalty-free, fully paid up, sub-licenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform DataZelle's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to DataZelle under this Agreement.

2.2 DataZelle Ownership. DataZelle retains all right, title and interest in and to the DATAZELLE SPIP AND all copies or parts thereof (by whomever produced) and all intellectual property rights therein. DataZelle grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the DATAZELLE SPIP.

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to DataZelle with respect to the DATAZELLE SPIP that the client has purchased. DataZelle has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants DataZelle a royalty-free, fully paid-up, worldwide, transferable, sub-licenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the DATAZELLE SPIP and notify DataZelle promptly of any such unauthorized access or use, and (b) use the DATAZELLE SPIP only in accordance with the documentation and applicable laws and regulations.

2.5 Data Security. DataZelle will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by DataZelle to perform any part of the services hereunder.

2.6 Privacy Policy. DataZelle cares deeply about privacy, and we recognize that it is important to the educators, students, and other clients we serve. Please see our Privacy Policy at <https://datazelle.org/pages/student-privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, DataZelle will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by DataZelle within thirty (30) days from the time such payment is due, DataZelle may suspend access to the DATAZELLE SPIP until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to DataZelle hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, knowhow



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payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of DataZelle. Client will not withhold any Taxes from any amounts due DataZelle.

4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "Term").

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the DATAZELLE SPIP and all rendered services up to and including the last day on which the DATAZELLE SPIP is provided. Upon any termination of this Agreement for any reason, DataZelle may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the DATAZELLE SPIP or on DataZelle's network. Upon termination of this Agreement, all rights granted hereunder and all obligations of DataZelle to provide the DATAZELLE SPIP will immediately terminate and Client will (a) cease use of the DATAZELLE SPIP; and (b) return or destroy all other copies or other embodiments of DataZelle's Confidential Information.

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. DataZelle's Confidential Information includes, without limitation, the DATAZELLE SPIP and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.



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6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE DATAZELLE SPIP IS PROVIDED ON AN "AS-IS" BASIS AND DATAZELLE DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE DATAZELLE SPIP OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE DATAZELLE SPIP) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 GENERAL CAP ON LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE DATAZELLE SPIP OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE DATAZELLE SPIP) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO DATAZELLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 INDEPENDENT ALLOCATIONS OF RISK. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by DataZelle. Except for liability for which Client is responsible under Section 7.5, DataZelle will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys fees) arising from any third party claim, demand or allegation that the use of the DATAZELLE SPIP in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. DataZelle will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the DATAZELLE SPIP by any party other than DataZelle without DataZelle's express consent; (b) the combination, operation, or use of the DataZelle with other product(s), data or services not provided by DataZelle where the DATAZELLE SPIP would not by itself be infringing; or (c) unauthorized or improper use of the DATAZELLE SPIP. If the use of the DATAZELLE SPIP by Client has become, or in DataZelle's opinion is likely to become, the subject of any claim of infringement, DataZelle may at its option and expense (i) procure for Client the right to continue using the DATAZELLE SPIP as set forth hereunder; (ii) replace or modify



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the DATAZELLE SPIP to make it non-infringing so long as the DATAZELLE SPIP has at least equivalent functionality; (iii) substitute an equivalent for the DATAZELLE SPIP or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states DataZelle's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party. 7.5 Indemnification by Client. Client will indemnify, defend and hold DataZelle and the officers, directors, agents, and employees of DataZelle ("DataZelle Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the DataZelle Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the DATAZELLE SPIP in violation of this Agreement or (b) the Client Data. 7.6 Indemnification Procedure. If a Client Indemnified Party or a DataZelle Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the DATAZELLE SPIP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the DATAZELLE SPIP will cause irreparable harm and injury to DataZelle for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that DataZelle will be entitled to injunctive relief in the event Client uses the DATAZELLE SPIP in violation of the limited license granted herein or uses the DATAZELLE SPIP in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, DataZelle may identify Client and the relationship between DataZelle and Client in DataZelle's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and



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the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the state of California without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Fresno, California and waives any jurisdictional, venue, or inconvenient forum objections to such courts.