

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE PLATFORM. DO NOT USE THE PLATFORM IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. USING ANY PART OF THE PLATFORM INDICATES ACCEPTANCE AND AGREEMENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Visbl, Inc. (“Visbl”) provides a proprietary software based interactive computer service that provides a comparison-shopping engine for use in the mortgage industry (the “Platform”). VISBL IS NOT A MORTGAGE BROKER, LENDER, LOAN OFFICER OR LOAN ORIGINATOR. VISBL DOES NOT TAKE MORTGAGE APPLICATIONS, ORIGINATE, SERVICE, MAKE LOANS OR CREDIT DECISIONS IN CONNECTION WITH LOANS. VISBL DOES NOT ENDORSE ANY LENDER, LOAN SPECIALIST OR VENDOR. VISBL DOES NOT MAKE ANY RECOMMENDATIONS FOR SHOPPER DECISIONS. ANY RESULTS FROM THE PLATFORM (THE COMPARISON-SHOPPING ENGINE) ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED AS AN OFFER OR GUARANTEE TO LEND.

## **1. SUBSCRIPTION**

1.1 Performance. Subject to the terms and conditions of this Subscription Agreement (the “Agreement”), Visbl agrees to provide the Platform to the subscriber accessing the Platform (the “Subscriber”) during the Term, during which Subscriber and its Authorized User (as defined below) may access and use the Platform to provide content for the purpose of offering mortgage related products between Subscriber and other mortgage participants including, without limitation, lenders, lender’s branches, mortgage brokers, loan officers, third-party vendors, loan specialists, mortgage service providers, shoppers and borrowers. In addition to the terms of this Agreement, use of the Platform by any Authorized User is subject to Visbl’s then current Terms of Use contained in the Platform (the “EULA”). As used herein, “Authorized Users” means Subscribers employees, contractors and consultants authorized by Subscriber to access and use the Platform for the purposes permitted herein.

1.2 Third-Party Software; Subcontracting. To the extent that the Platform incorporates any third-party software licensed by Visbl, then, in addition to the terms set forth herein, Subscriber must comply with any additional terms, restrictions, or limitations applicable to such third-party software. Additionally, Subscriber acknowledges that Visbl shall have the right to subcontract performance of any hosting services, in which event the service terms provided by any third-party hosting provider will be incorporated herein by reference.

1.3 Security. Subscriber shall ensure that its Authorized Users comply with all of Visbl’s rules and regulations and security restrictions in connection with use of the Platform. Subscriber shall be responsible for assigning a unique User identification name and password to each Authorized User for access to and use of the Platform (“User ID”). Subscriber shall be solely responsible for ensuring the security and confidentiality of its User IDs. Subscriber acknowledges that it will be fully responsible for all liabilities incurred through use of any of its User IDs and that any transactions under its User IDs will be deemed to have been performed by Subscriber. Use of any User ID other than as provided in this Agreement shall be considered a breach of this Agreement by Subscriber. Subscriber must purchase a User ID for each unique Authorized User and acknowledges that User IDs may not be shared between multiple Users.

1.4 Proprietary Rights. Subscriber acknowledges Visbl’s proprietary rights in the Platform. If Subscriber or any Authorized User suggests any new features, functionality or performance for the Platform that are subsequently incorporated into the Platform (or any other software or service), Subscriber acknowledges that (i) as between Visbl and Subscriber, Visbl shall own, and has all

rights to use, such suggestions and the Platform (or any other service) incorporating such new features, functionality, or performance shall be the sole and exclusive property of Visbl; and (ii) all such suggestions shall be free from any confidentiality restrictions that might otherwise be imposed upon Visbl. Subscriber shall not, nor permit an Authorized User to, rent, sell, resell, lease, or otherwise transfer or distribute the Platform, in whole or in part, without prior authorization in writing from Visbl.

1.5 Suspension. Notwithstanding anything to the contrary in this Agreement, Visbl may temporarily suspend Subscriber's and any Authorized User's access to any portion or all of the Platform if: (i) Visbl reasonably determines that (A) there is a threat or attack on the Platform or the hosting facility(ies) from which the Platform are hosted, (B) Subscriber's or any Authorized User's use of the Platform disrupts or poses a security risk to the Platform or to any other Subscriber or vendor of Visbl, (C) Subscriber, or any Authorized User, is using the Platform in violation of Visbl's Acceptable Use Policy set forth herein, (D) Subscriber has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, or (E) Visbl's offering of the Platform is prohibited by applicable law; (ii) any vendor of Visbl has suspended or terminated Visbl's access to or use of any third-party services or products required to enable Subscriber to access the Platform; or (iii) Subscriber is past due on any amounts owed to Visbl until such amounts (and associated interest, if applicable) are paid in full (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Visbl shall use commercially reasonable efforts to provide written notice of any Service Suspension to Subscriber and to provide updates regarding resumption of access to the Platform following any Service Suspension. Visbl will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Subscriber may incur as a result of a Service Suspension.

## **2. DATA RIGHTS**

2.1 Subscriber Content. Subject to the terms of this Agreement, Subscriber grants (on behalf of itself and its Authorized Users) to Visbl and its contractors and service providers a non-exclusive, limited, fee-free license to use all data, information or communications sent, or entered by Subscriber and/or Authorized Users while accessing the Platform ("Subscriber Content") to conduct the activities hereunder; to develop, improve, modify, and provide the Platform; and to develop and perform data analysis, machine learning algorithms, or other insight generation; provided that Visbl and its contractors and service providers will not use or disclose Subscriber Content to third parties in a manner that would permit Subscriber or an Authorized User to be identified by third parties without Subscriber's consent. The foregoing license includes the right to collect, reproduce, distribute, modify, make derivative works of, perform, display, transmit, and otherwise use data that Subscriber or an Authorized User provides or makes available to Visbl and its contractors and service providers for processing as an integral part of the activities under this Agreement, and the right to use such data, but only in anonymized and aggregated form, for analytic, statistical, security, quality control, and similar purposes, and to test, improve, and provide the Platform and other products and services. Visbl is under no obligation, however, to review Subscriber Content for accuracy, potential liability or for any other reason.

2.2 Data Security. The Platform is designed to be connected to and to communicate information and data via a network interface. It is Subscriber's sole responsibility to provide and continuously ensure a secure connection between the Platform and Subscriber's or its Authorized User's computer and IT network or any other network (as the case may be). Subscriber shall, and shall ensure that its Authorized Users, establish and maintain any appropriate network security measures (including, but not limited to, to the installation of firewalls, installation of antivirus programs, and periodic data

backups) to protect the Platform and Subscriber's systems and network from and against any security breaches, unauthorized access, interference, intrusion or theft of data or information.

2.3 Data Retention. Subscriber is solely responsible for extracting any Subscriber Content from the Platform prior to the expiration or termination of this Agreement. Subscriber agrees that Visbl's obligation to keep or maintain any Subscriber Content obtained through the Platform shall not extend beyond the expiration of fourteen (14) days following the termination of this Agreement.

### **3. SUBSCRIBER OBLIGATIONS**

3.1 Assistance. Subscriber shall provide all reasonable assistance requested by Visbl in connection with providing any requested troubleshooting assistance concerning the Platform. Visbl reserves the right to assess additional fees for support requests that Visbl deems beyond its ordinary scope.

3.2 Acceptable Use Policy. Subscriber agrees not to: (i) copy, decompile, reverse engineer, disassemble, attempt to derive the source code, modify or create derivative works of the Platform or any Platform related documentation; (ii) upload or distribute in any way files that contain viruses, trojans, worms, time bombs, logic bombs, corrupted files, or any other similar software or programs that may damage the operation of the Platform or another's computer; (iii) use the Platform for fraudulent or illegal purposes; (iv) interfere or disrupt networks connected to the Platform; (v) upload, post, promote or transmit through the Platform any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature; (vi) upload amounts of data and/or materials in excess of any limits specified by Visbl from time to time and not to create large numbers of accounts or otherwise transmit large amounts of data so as to clog the Platform or comprise a denial of service attack or otherwise so as to have a detrimental effect on the Platform; or (vii) upload, promote, transmit or post any material that encourages conduct that could constitute a criminal offence or give rise to civil liability. Visbl may take whatever remedial action it determines in its sole discretion is appropriate if Subscriber violates these restrictions, including, but not limited to, immediate suspension or cancellation of the Platform.

3.3 Compliance with Legal Requirements. Subscriber agrees to:

(a) obtain all requisite written consents and authorizations necessary to provide or otherwise process any data and content through the Platform and Subscriber represents and warrants that all such required consents and authorizations have been obtained;

(b) submit accurate, complete and up-to-date information at all times in accessing and using the Platform and is solely responsible for any content provided by Subscriber;

(c) maintain all licenses and permits required to conduct Subscriber's business and to immediately notify Visbl if any license or permit is (or is threatened to be) subject to discipline or is revoked, terminated or otherwise restricted in any way; and

(e) make certain disclosures to Consumers at various times during the loan approval and selection process. These disclosures are required by the Truth in Lending Act (TILA), the Real Estate Settlement Procedures Act (RESPA), and certain other federal and state laws. In accordance with the foregoing, Visbl is not required to, and shall not, make any such disclosures to Consumers.

### **4. FEES AND PAYMENTS**

4.1 Fees. Subscriber acknowledges that Visbl may offer different license tiers subject to different fees applicable to the various types of subscribers and users for which the Platform is intended. Subscriber will be billed monthly for any applicable fees and Subscriber agrees to promptly pay all fees associated with the license tier associated with Subscriber, as identified by Visbl. All fees are

non-refundable and non-returnable. All payments due to Visbl hereunder shall be made in United States Dollars. All payments not made when due shall be subject to late charges of the lesser of: (i) one and one-half percent (1.5%) per month of the overdue amount; or (ii) the maximum amount permitted under applicable law. Subscriber shall reimburse Visbl for all fees and expenses, including reasonable attorneys' fees, Visbl incurs to collect, or attempt to collect, amounts owed by Subscriber to Visbl.

4.2 Taxes. Subscriber shall pay all sales, use and excise taxes relating to, or under, this Agreement, exclusive of taxes based on or measured by Visbl's net income, unless Subscriber is exempt from the payment of such taxes and timely provides Visbl with evidence of such exemption.

## **5. WARRANTY; DISCLAIMERS**

5.1 Limited Warranty. Visbl warrants that the Platform will perform in accordance with its then current specifications and documentation, which may be updated from time to time. Visbl shall use commercially reasonable efforts to remedy any deficiency of the Software in contravention of the foregoing.

5.2 Disclaimers. EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN OR IN THE EULA, AND IN ADDITION TO ALL DISCLAIMERS SET FORTH IN THE EULA, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. VISBL MAKES NO REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE PLATFORM, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY MERCHANTABILITY, OR NONINFRINGEMENT. VISBL DOES NOT WARRANT THAT THE PLATFORM WILL OPERATE UNINTERRUPTED OR ERROR-FREE. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER'S USE AND DEPLOYMENT OF THE PLATFORM IS NOT GUARANTEED TO GENERATE ANY REVENUE.

5.3 Limitation Of Liability. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WILL THE VISBL PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF THE VISBL PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, ANY OF THE VISBL PARTIES IS FOUND TO BE LIABLE FOR ANY DAMAGES OR LOSSES WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED TO THIS AGREEMENT OR ANY USE OF THE PLATFORM, THE TOTAL AGGREGATE LIABILITY OF THE VISBL PARTIES FOR ANY AND ALL SUCH CLAIMS, REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO THE GREATER OF (a) THE AGGREGATE AMOUNT PAID BY SUBSCRIBER IN THE THREE (3) MONTHS PRIOR TO A CLAIM ARISING HEREUNDER, IF ANY, TO USE THE PLATFORM OR (b) \$100 IF YOU HAVE NOT PAID ANY FEES TO USE THE PLATFORM.

5.4 Catch-All. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THE FOREGOING PARAGRAPHS APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR ANY OTHER LEGAL THEORY, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **6. INDEMNIFICATION**

6.1 Visbl Indemnification. Visbl shall indemnify, defend, and hold Subscriber harmless from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees)

(“Losses”) incurred by Subscriber resulting from any third-party claim, suit, action, or proceeding (“Third-Party Claim”) that Subscriber’s use of the Platform in accordance with this Agreement infringes such third party’s United States intellectual property rights, provided that Subscriber promptly notifies Visbl in writing of the claim, cooperates with Visbl, and allows Visbl sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Subscriber agrees to permit Visbl, at Visbl’s discretion, to (A) modify or replace the Platform to make it non-infringing or (B) obtain the right for Subscriber to continue use. If Visbl determines that neither alternative is reasonably available, Visbl may terminate this Agreement, effective immediately on written notice to Subscriber. This indemnity will not apply to the extent that the alleged infringement arises from (A) use of the Platform other than in accordance with the terms of this Agreement, (B) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by Visbl, (C) modifications to the Platform not made by Visbl, or (D) Subscriber Content (each, an “Indemnification Exception”).

6.2 Subscriber Indemnification. Subscriber shall indemnify, hold harmless, and, at Visbl’s option, defend Visbl, its affiliates, and all of their respective officers, directors, members, owners, employees, agents, attorneys, licensors, representatives, licensees, and suppliers (collectively, the “Visbl Parties”), from and against any Losses resulting from any claim that the Subscriber Content, or any use of the Subscriber Content in accordance with this Agreement, infringes or misappropriates such third party’s US intellectual property rights and any Third-Party Claims based on an Indemnification Exception, provided that Subscriber may not settle any Third-Party Claim against Visbl unless Visbl consents to such settlement, and further provided that Visbl will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

6.3 Exclusive Remedy. THIS SECTION 6 SETS FORTH SUBSCRIBER’S SOLE REMEDIES AND VISBL’S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## **7. TERM; TERMINATION**

7.1 Term: The term of this Agreement will commence upon Subscriber’s payment of the initial fees and continue thereafter until termination as set forth herein (the “Term”).

7.2 Termination for Convenience. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

7.3 Termination for Breach. Visbl may terminate this Agreement, and all rights and obligations hereunder, in the event that Subscriber (or an Authorized User) breaches of any provisions hereunder.

7.4 Termination upon Insolvency. This Agreement may be terminated by a party immediately in the event the other party: (i) makes a general assignment for the benefit of creditors, (ii) institutes voluntary bankrupt proceedings, or consents to the filing of a bankruptcy petition against it, (iii) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent, (iv) seeks or consents to reorganization under any bankruptcy act, or (v) ceases to do business itself or through a successor.

7.5 Modification or Cessation of Platform. Visbl may terminate this Agreement, at any time, in the event that the Platform is no longer available for commercial use.

7.6 Effect of Termination. Upon any termination of the Agreement, Subscriber’s right to use the Platform shall immediately cease. Termination of this Agreement shall not relieve either party of any

obligation accrued prior to the termination date. Termination shall not affect the obligations of the parties under Sections 1.3, 1.4, 2, 4, 5, 6, 7.6, and 8 – 10.

## **8. CONFIDENTIAL INFORMATION**

8.1 Definition. “Confidential Information” means the Platform, its associated documentation, Visbl’s pricing for the Platform, and other information disclosed by Visbl under this Agreement that is designated as confidential or that by its nature would reasonably be expected to be kept confidential. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is or becomes publicly available through no act or omission of Subscriber; (ii) was in the lawful possession of Subscriber prior to its disclosure and had not been obtained by such party directly or indirectly from the other party; (iii) is lawfully disclosed to Subscriber by a third-party not bound by a duty of non-disclosure; or (d) is independently developed by Subscriber without access to or use of the Confidential Information.

8.2 Nondisclosure. Subscriber agrees to hold the Confidential Information in confidence. Subscriber agrees not to make the Confidential Information available to a third-party or to use the Confidential Information for any purpose other than performing its obligations or enjoying its rights under this Agreement. Visbl agrees to use the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed in violation of the provisions of this Agreement.

8.3 Required Disclosure. Notwithstanding the foregoing, Subscriber may disclose the Confidential Information to the extent that such disclosure is required by law or court order, provided, however, that Subscriber provides Visbl prior written notice of such disclosure and reasonable assistance in obtaining an order protecting the Confidential Information from public disclosure.

8.4 Termination/Expiration. After termination of this Agreement, and except as stated in Section 2.3, Subscriber shall return or otherwise certify the destruction of any Confidential Information in its possession.

## **9. DISPUTE RESOLUTION**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES EACH USER TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH VISBL AND LIMITS THE MANNER IN WHICH IT CAN SEEK RELIEF FROM US.

9.1 Binding Arbitration. To the fullest extent permitted by law all disputes, claims, suits, or controversies arising out of or in any way connected with this Agreement and the use of the Platform (collectively, “Disputes”), shall be finally settled by binding arbitration administered by the American Arbitration Association (“AAA”) under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the AAA, as modified by this Agreement. There shall be one (or if either party so requests, then by a panel of three arbitrators) appointed in accordance with the AAA Rules, and Subscriber waives its rights to have any and all Disputes resolved in a court; provided, however, that this Agreement to arbitrate does not extend to Disputes in which either party seeks (i) injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, (ii) the right to pursue enforcement actions through applicable U.S. federal, state, or local agencies where such actions are available, or (iii) injunctive relief in a U.S. court of law. The language of the arbitration shall be English. The arbitration proceedings and decision of the arbitrator(s) shall be kept confidential (and may not be disclosed) by the parties or the arbitrator(s), except to the extent necessary to compel any award made by the arbitrator(s).

9.2 No Class Arbitrations, Class Actions or Representative Actions. Any Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

9.3 Location. The location of the arbitration shall be in Kent County, Delaware.

9.4 Authority of Arbitrator(s). As limited by the AAA Rules and this Agreement, the arbitrator(s) will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator(s) do not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Agreement, or to award punitive damages or any other damages that are not compensatory. The arbitrator(s) may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding, or preside over any proceeding involving more than one individual.

9.5 Jurisdiction. To the extent that any lawsuit or court proceeding is permitted under this Agreement, to the fullest extent permitted by law Subscriber agrees to submit to the personal and exclusive jurisdiction of the state courts and federal courts located in Kent County, Delaware for the purpose of litigating all such disputes. Subscriber also waives its rights to a jury trial. The Parties hereto hereby further agree to waive any right to trial by jury in any action in connection with this Agreement, and, if such waiver of jury trial is unenforceable, then the Parties agree to the appointment of a judicial referee pursuant to California Code of Civil Procedure Section 638 et. seq.

9.6 Time Limit for Claims. Any claim under this Agreement must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Subscriber agrees to the admissibility of computer records and electronic evidence in any dispute herein.

9.7 Severability of Dispute Resolution; Arbitration. In the event the provisions in this Dispute Resolution section are held invalid or unenforceable, then this Dispute Resolution Section, in its entirety, will cease to apply, and the parties will not be obligated to arbitrate any Disputes.

## **10. MISCELLANEOUS**

10.1 Relationship Between the Parties. This Agreement shall not be construed as creating any agency, partnership, joint venture, or other similar legal relationship between the parties; nor will either party hold itself out as an agent, partner, or joint venture party of the other party.

10.2. Compliance with Law. Each party shall comply with all applicable laws in its performance under this Agreement.

10.3. Notice. Whenever notice is required to be given under this Agreement, such notice shall be in writing and shall be addressed to the recipient at the Notice Address of such party, or to such other address as the addressee shall have last furnished in writing to addressor.

10.4. Waiver. No waiver shall be implied from conduct or failure to enforce rights. No waiver shall be effective unless in a writing signed by both parties.

10.5. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect.

10.6. Assignment. Subscriber may not assign this Agreement, whether by operation of law or otherwise, without the prior written consent of Visbl. Visbl may assign and delegate this Agreement to its affiliates and any successor in the event of a change in control. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

10.7. Governing Law. This Agreement shall be construed and governed in all respects according to the laws of the State of California without regard to its conflict of law rules.

10.8. Force Majeure. Visbl shall not be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or any government or any governmental body, epidemic, pandemic, war, insurrection, acts of terrorism, the elements, strikes or labor disputes, or other similar or dissimilar causes beyond Visbl's control. Subscriber acknowledges that the performance of certain Visbl obligations may require the cooperation of third parties and outside the control of Visbl. In the event such third parties fail to cooperate with Visbl in a manner that reasonably permits Visbl to perform its obligations, such failures shall be considered as causes beyond the control of Visbl and shall not be the basis for a determination that Visbl is in breach of any of its obligations under this Agreement.

10.9 Entire Agreement. This Agreement and any additional terms referenced herein shall constitute the complete agreement between the parties and supersedes all previous agreements or representations, written or oral, with respect to the subject matter hereof. Visbl reserves the right, at its sole discretion, to change, modify, add, or remove portions of this Agreement, at any time. If Visbl makes material changes to this Agreement, it will provide notice thereof to the email address provided by Subscriber. Subscriber's continued use of the Platform following any such change indicates Subscriber's agreement to and acceptance of any such changes. It is expressly agreed that any terms and conditions of any purchase order or similar instrument of Subscriber shall be superseded by the terms and conditions of this Agreement to the extent that such terms may be in conflict.