

UNBOUNCE AMBASSADOR AGREEMENT

This **AMBASSADOR AGREEMENT** ("**Agreement**") is between Unbounce Marketing Solutions Inc., a British Columbia corporation ("**Unbounce**"), with an address of 400-401 West Georgia Street, Vancouver BC, V6G 1L9, Canada, and you or your company, organization, or entity ("**Ambassador**"), (collectively, the "**Parties**").

RECITALS

- Unbounce offers a leading platform to build and test custom landing pages, website popups, and sticky bars.
- Ambassador and Unbounce each desire that Ambassador promote the Services (as defined below) to potential Customers (as defined below) and refer such Customers to Unbounce for a referral commission, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS.

As used in this Agreement and any amendments or exhibits therein, each capitalized term will have the meaning and definition specified below:

1.1 "Unbounce Marketing Materials" means marketing materials developed by or for the benefit of Unbounce and used to market and promote the Services. Unbounce may modify or alter Unbounce Marketing Materials at any time in its sole discretion, without notice or notification.

1.2 "Unbounce Marks" means trademarks, service marks, logos, insignias, trade dress, brand assets and branded terms, and other designations proprietary to Unbounce. Unbounce may modify or alter Unbounce Marks at any time in its sole discretion, without notice or notification.

1.3 "Confidential Information" has the meaning as defined in Section 6.1.

1.4 "Customer" means an end-user who acquires the Services for use (and not for re-sale) and agrees to a Subscription (as defined in Unbounce's [Terms of Service](#), which definition is hereby incorporated by reference into this Agreement) for the Services.

1.5 "Derivative Work" means any work which uses, is based on, or incorporates the Services or any part thereof, including, without limitation, translations, adaptations, condensations, improvements, updates, enhancements, or any other form in which the Services or any part thereof may be recast, transformed, adapted, or revised.

1.6 "Intellectual Property Rights" means trade secrets, trade names, trademarks, logos, trade dress, copyrights, patents, proprietary information, know-how, processes, methodologies, designs, formulas, procedures, programs, methods, apparatuses, ideas, inventions, creations, improvements, works of authorship or other similar material, moral rights, publicity rights, privacy rights, and any and all other proprietary rights and any and all applications, registrations, renewals, extensions, and restorations thereof, now or hereafter in force and effect anywhere in the world.

1.7 "Person" means an individual, corporation, partnership, limited liability company, or other entity.

1.8 **“Services”** means Unbounce’s offerings as defined in Unbounce’s [Terms of Service](#). Unbounce may modify or alter the Services at any time in its sole discretion, without notice or notification.

1.9 **“Term”** means the period of time described in Section 5.1.

2. LICENSE GRANTS; OWNERSHIP.

2.1 License Grants.

2.1.1 License. Subject to Ambassador’s compliance with all terms of this Agreement, Unbounce hereby grants to Ambassador a revocable, non-transferable, worldwide, non-exclusive license during the Term to market, promote, display, and demonstrate the Services solely for the purpose of promoting the Services to Customers and potential Customers. Unbounce grants no rights under this Agreement to Ambassador to sublicense, resell, or otherwise distribute or provide the Services to Customers or third parties or for subsequent sublicensing, resale, or other distribution to end users or other distributors.

2.1.2 Unbounce Trademark License. Subject to such written guidelines as may be periodically provided by Unbounce to Ambassador, Unbounce hereby grants to Ambassador a revocable, non-transferable, worldwide, non-exclusive license during the Term to use Unbounce Marks solely for the purpose of promoting the Services to Customers or potential Customers.

2.1.3 Quality Control. Any uses by Ambassador of the Services, Unbounce Marks, or Unbounce Marketing Materials shall conform to all standards set by Unbounce from time to time, and not be sold, used, distributed, or disclosed by Ambassador unless approved by Unbounce. Ambassador acknowledges and agrees that this Section constitutes a material term of this Agreement.

2.1.4 Misuse or Infringement. Ambassador will use its best efforts to notify Unbounce promptly of any misuse or infringement of Unbounce Intellectual Property Rights of which it becomes aware, and will cooperate with Unbounce, where reasonably necessary, to protect Unbounce Intellectual Property Rights against infringement. Any decision to take action against misuse or infringement will be entirely at Unbounce’s discretion, and any damages recovered will be solely for Unbounce.

2.1.5 Reservation of Rights. Unbounce reserves all rights not expressly granted in this Agreement, and does not transfer any right, title, or interest to any Intellectual Property Rights contained in the Services.

2.1.6 No Modifications. Ambassador shall not (i) alter, modify, adapt, translate, or create Derivative Works from the whole or any part of the Services, Unbounce Marks, or Unbounce Marketing Materials; (ii) permit the whole or any part of the Services to be merged, combined with, or otherwise incorporated into any other product; or (iii) copy, reverse engineer, disassemble, or otherwise attempt to derive the source code for the Services or any part thereof, unless expressly permitted to do so herein.

2.2 Ownership. Ambassador acknowledges and agrees that Unbounce maintains exclusive ownership of the Services, Unbounce Marks, and Unbounce Marketing Materials, including all Derivative Works, updates, or modifications thereto, and all copies and all portions thereof. All goodwill arising with respect to the use of the Services, Unbounce Marks, and Unbounce Marketing Materials shall inure to Unbounce’s exclusive benefit. Ambassador will not attack, question, or contest the validity of Unbounce’s ownership of Unbounce Intellectual Property Rights, both during the Term and thereafter. Ambassador will not remove, alter, or conceal any Unbounce copyright or other proprietary notice displayed on the Services, Unbounce Marks, or Unbounce Marketing Materials. Ambassador shall not use any language or display Unbounce Intellectual Property Rights in such a way as to create the impression that Unbounce Intellectual Property Rights belong to Ambassador.

2.3 Feedback. Ambassador acknowledges and agrees that any suggestions, questions, comments, ideas, enhancement requests, recommendations, or other feedback provided by Ambassador relating to any aspect of the Services, any of Unbounce's products or services, any aspect of Unbounce business, or in association with any of Unbounce's related products, services, or business ("**Feedback**") is the exclusive property of Unbounce, and may be used or exploited by Unbounce without restriction, condition, or compensation of any kind to Ambassador. Ambassador hereby assigns and waives its rights in any Feedback.

3. OBLIGATIONS OF AMBASSADOR.

3.1 Obligations as an Ambassador. Ambassador hereby agrees: (i) to use its best efforts to (a) promote the Services to potential Customers; and (b) satisfy all reasonable criteria and policies given in writing to Ambassador by Unbounce during the Term; (ii) to conduct business in a manner that reflects favorably at all times on the Services, goodwill, and reputation of Unbounce; (iii) not to use Unbounce Intellectual Property Rights, except as authorized in this Agreement; (iv) to make such filings and take such actions as may be required to remain qualified to do business and perform its obligations hereunder under all applicable laws; (v) to perform its obligations under this Agreement in accordance with all applicable laws and regulations, including without limitation, privacy and anti-spam laws; (vi) to avoid deceptive, misleading, or unethical representations or practices that are or might be detrimental to Unbounce or the Services, including, but not limited to, distributing unsolicited marketing materials, or engaging in any activity that violates Unbounce's [Acceptable Use Policy](#) (which is hereby incorporated by reference into this Agreement); (vii) to avoid activities or courses of action that may diminish or tarnish the image or reputation of any Unbounce Mark during the Term or after, as determined solely by Unbounce; (viii) not to bid on any keywords or phrases that include any Unbounce Marks either in pay-per-click (PPC) or cost-per-acquisition (CPA) campaigns; (ix) not to create any domains, subdomains, or URLs using Unbounce Marks; and (x) during the Term, not to represent or distribute any products that compete, directly or indirectly, with the Services, as determined solely by Unbounce.

3.2 Specific Ambassador Activities. Without limiting the generality of the obligations set out in Section 3.1, Ambassador will: (i) introduce potential Customers to Unbounce, which may include sharing a referral link with such potential Customers; (ii) assist Unbounce in following up with Customers and potential Customers to answer questions after an initial sales meeting; and (iii) to the extent reasonably requested by Unbounce, assist during the negotiation process with potential Customers entering into a Subscription agreement.

3.3 Referral Tracking. Unbounce shall provide Ambassador with a URL generated by Unbounce's third party provider for managing and tracking this Ambassador program (the "**Tracking Service Provider**"). Ambassador must register with the Tracking Service Provider and accept the Tracking Service Provider's Terms of Service and Privacy Policy in order to become an Ambassador and receive benefits. The Tracking Service Provider shall provide Ambassador with a referral link to share with potential Customers. The Tracking Service Provider shall track Customer Subscriptions via cookies placed on Customer's browser upon clicking the referral link. These cookies have a referral period of ninety (90) days, or such other period as may be determined in the sole discretion of Unbounce or the Tracking Service Provider, (the "**Referral Period**"). Should a referral link be clicked more than once by a potential Customer, the Referral Period will reset with each click. Ambassador shall only receive payments, per Section 4, for referrals tracked via a Tracking Service Provider referral link that result in a Subscription during the Referral Period. It is Ambassador's responsibility to ensure that cookie use relating to this Section or this Agreement complies with applicable laws.

4. COMMISSIONS AND FEES.

4.1 Fees to Customer. Unbounce shall directly bill Customer for the Services (the “**Subscription Fees**”). Unbounce shall be responsible for collecting Subscription Fees. During the Term, Subscription Fees may change, as determined by Unbounce in its sole discretion.

4.2 Payment to Ambassador. Unbounce shall pay Ambassador twenty percent (20%) of the Net Subscription Fees actually received by Unbounce from a new Customer for the Services referred by Ambassador and tracked, per Section 3.3 (“**Ambassador Commission**”). For the purposes of this Agreement, “**Net**” shall mean the aggregate amount of Subscription Fees actually received by Unbounce from Customer, less any refunds to any such Customer for Subscription cancellation and any applicable taxes. Payments to Ambassador shall be calculated and made by Unbounce sixty (60) days from the date on which the referred new Customer begins a Subscription to Unbounce’s Services, with each payment to be made within 30 days of the end of the previous calendar period. If the referred new Customer cancels their Subscription within the first 60 days, no Ambassador Commission shall be awarded. Ambassador Commissions shall be paid only for the first twenty-four (24) months of a referred new Customer’s Subscription. The present compensation structure is a feature of the beta program, and company reserves the right to change any aspect of Ambassador compensation, including but not limited to, commission rates, payment dates, and duration of payments, at any time for any reason. Unbounce will use commercially reasonable efforts to notify Ambassador of planned compensation changes no sooner than sixty (60) days prior to their implementation date. Electing not to terminate this Agreement in accordance with Section 5.2.3 indicates Ambassador’s acceptance of any and all new, updated, or modified compensation provisions.

4.3 Ambassador Commission Adjustments. If a Customer’s Subscription is terminated or the amount to be received by Unbounce under the Subscription changes, the Ambassador Commission calculation in Section 4.2 shall be determined based on the final contract value actually received by Unbounce. If the Ambassador Commission is paid before a Subscription downgrade or termination, Unbounce reserves the right to claim any excess amount paid by Unbounce to Ambassador or to deduct such excess amount from the next payment to Ambassador. Should a Customer referred by Ambassador cancel their Subscription to the Services, Unbounce shall pay Ambassador Commission only through the final month of Customer’s active Subscription, in accordance with the applicable terms of section 4.2. To be eligible for an Ambassador Commission, Customer must have never previously entered into a Subscription agreement with Unbounce.

4.4 No Expenses; Taxes. Except as expressly set forth herein, each party shall be responsible for any and all costs and expenses incurred by such party in connection with its performance hereunder. Ambassador will be responsible for any sales, use, or other taxes (other than taxes based on Unbounce’s net income), and payment processing fees that may arise in connection with Ambassador’s performance under this Agreement.

4.5 Currency. Ambassador may have the option of selecting a local currency by which to receive an Ambassador Commission. Available currency options and distribution thereof are managed entirely by Tracking Service Provider. Unbounce disclaims all liability in this area, including but not limited to, fluctuations in exchange from United States Dollars to any other currency.

4.6 No Guarantee. Ambassador acknowledges and agrees that Unbounce makes no representation or guarantee of any kind regarding revenue, business, profit, or Customers under this Agreement.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall commence on the date of its execution and continue in full force and effect until terminated in accordance with this Agreement.

5.2 Termination.

5.2.1 Breach. This Agreement may be terminated immediately by either party by written notice of termination if the other party breaches this Agreement and fails to remedy the breach within 30 days after receipt of written notice. Notwithstanding the foregoing: (i) either party may terminate this Agreement immediately upon written notice to the other party if the other party infringes the Intellectual Property Rights of the party electing to terminate this Agreement or breaches the confidentiality provisions of this Agreement, and (ii) Unbounce may terminate this Agreement immediately upon written notice to Ambassador in the event Ambassador breaches Section 2.1.3.

5.2.2 Cessation of Business or Insolvency. Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement immediately by providing written notice to the other if: (i) the other ceases to carry on its business, or otherwise terminates its business operations, except as a result of a permitted assignment of this Agreement; or (ii) the other becomes insolvent, admits in writing its inability to pay debts as they mature, or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within sixty (60) days).

5.2.3 Ambassador Cancellation. Ambassador may terminate this Agreement at any time and for any reason by providing Unbounce with at least thirty (30) days written notice of Ambassador's intention to terminate the Agreement. During the final thirty (30) days of the Agreement, Ambassador shall continue to receive any Ambassador Commission or other benefits owed, and shall have the right to continue to refer Customers through the end of the thirty (30) day notice period. All benefits, including Ambassador Commissions, shall cease immediately upon termination. Notwithstanding, Unbounce shall pay one Ambassador Commission for each qualifying Customer referred during Ambassador's final thirty (30) days, within ninety (90) days of the Agreement's termination date, per section 5.3.1.

5.2.4 Unbounce Cancellation. Unbounce may terminate this Agreement at any time and for any reason, including but not limited to, cancelling this Ambassador program, by providing thirty (30) days written notice to Ambassador. Ambassador shall receive outstanding Ambassador Commissions that originate from Customer Subscriptions entered into prior to receiving the termination notice, and during the final thirty (30) days of the Agreement, but otherwise Unbounce will have no liability related to such termination. Ambassador agrees to follow all instructions that may be provided in any termination notice. All benefits, including Ambassador Commissions, shall cease immediately upon termination. Notwithstanding, Unbounce shall pay one Ambassador Commission for each qualifying Customer referred during Ambassador's final thirty (30) days, within ninety (90) days of the Agreement's termination date, per section 5.3.1.

5.3 Effect of Termination or Expiration.

5.3.1 Return of Materials. Upon termination or expiration of this Agreement, Ambassador will immediately return, or (at Unbounce's request) destroy, all Company Marketing Materials and Confidential Information in its possession or control, and, upon Unbounce's request, an officer of Ambassador will certify to Unbounce in writing that Ambassador has done so. Unbounce will pay all outstanding amounts owed to Ambassador within ninety (90) days of Agreement termination or expiration.

5.3.2 Survival. The terms and conditions of Sections 1 (Definitions), 2.1.5 (Reservation of Rights), 2.1.6 (No Modifications), 2.2 (Ownership), 4.4 (No Expenses; Taxes), 5 (Term and Termination), 6 (Confidentiality), 7 (Warranties), 8 (Indemnification), 9 (Limitation of Liability), and 10 (Miscellaneous), and any right of action for breach of this Agreement that may have arisen prior to termination or expiration, shall survive any termination or expiration of this Agreement.

6. CONFIDENTIALITY.

6.1 Definition of Confidential Information. For this Agreement, “Confidential Information” means all data and information whether in written, machine readable, or other tangible form, or disclosed orally, and whether disclosed before, on, or after the effective date, that is communicated by either party to the other party. A party disclosing information is a **Disclosing Party**. A party receiving information is a **Receiving Party**. Confidential Information shall include, but not be limited to, information relating to the Disclosing Party’s assets, properties, personnel, customers, suppliers, products, technology, services, facilities, current or proposed business plans, marketing and roll-out plans, distribution channels, financial information, prices, trade secrets, know-how, formulae, processes, data, drawings, proprietary information, and any other non-public information which concerns the business and operations of the Disclosing Party or its Affiliates, whether marked or otherwise labelled as confidential. The term “**Affiliate**” shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with either party.

6.2 Restrictions on Use and Disclosure. The Receiving Party shall keep all Confidential Information received from the Disclosing Party strictly confidential during the Term and for a period of two (2) years after the expiration or termination of this Agreement. Receiving Party shall preserve and protect Confidential Information from disclosure by exercising the same degree of care that it exercises to preserve and protect its own Confidential Information, but in no case less than reasonable care. The Receiving Party shall not disclose any of the Confidential Information to any Person unless written permission is granted by the Disclosing Party, except that the Receiving Party may provide access to the Confidential Information to those of its directors, officers, employees, and professional advisors who need such access for the purposes of this Agreement, provided the Receiving Party uses its best commercial efforts to ensure that all such persons adhere to the terms of this Agreement. Neither party shall use, sell, license, lease, or otherwise allow third parties to use the Confidential Information of the other party, in any way, for its own or any third party’s benefit.

6.3 Exclusions. Notwithstanding the provisions of Section 6.1, Confidential Information shall not include any information that, as established by competent evidence: (a) is publicly known at the time of disclosure or becomes publicly known through no fault of the Receiving Party; (b) Receiving Party knew prior to the disclosure thereof; (c) was independently developed by Receiving Party without benefit of, use of, or reference to, Disclosing Party’s Confidential Information; or (d) is required to be disclosed by a court or tribunal of competent jurisdiction; provided, however, that Receiving Party promptly inform Disclosing Party of such obligation in writing so that, to the extent practicable, Disclosing Party may obtain a protective order or other similar remedy.

6.4 Survival. The obligations of confidentiality set forth in Section 6 shall continue in full force and effect until each party supplies the other party with the last item of Confidential Information and for five (5) years thereafter; provided, however, that as to any Confidential Information that constitutes a “trade secret” under applicable law, the obligations of confidentiality contained herein shall continue for so long as permitted under applicable law.

6.5 Breach of Confidentiality. If the provisions of Section 6 are breached, each party acknowledges that the other will suffer irreparable harm and that monetary damages will be an insufficient remedy. Consequently, the injured party shall be entitled to seek injunctive relief or other similar action. The remedy hereunder shall not preclude any other remedies available, at law or at equity, to the injured party.

6.6 Publicity. Neither party shall publicly disclose the contents of this Agreement without the prior written consent of the other party, unless required by law.

7. WARRANTIES.

7.1 Mutual Representations and Warranties. Each party represents and warrants that: (i) it has the full corporate right, power, and authority to enter into this Agreement and perform its obligations hereunder; (ii) when executed and delivered, this Agreement will constitute a legal, valid, and binding obligation enforceable against it in accordance with its terms; and (iii) it will comply with all applicable laws, regulations, and orders of any governmental authority of competent jurisdiction in its performance of this Agreement.

7.2 Ambassador Representations and Warranties. Ambassador warrants to Unbounce that: (i) Ambassador has all consents, permissions, or licenses necessary to perform its obligations under this Agreement, and (ii) Ambassador shall make no representations or warranties with respect to the Services except as expressly permitted in this Agreement and Unbounce's Terms of Service, and shall not alter or enlarge such representations or warranties.

7.3 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT EITHER PARTY MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

8. INDEMNIFICATION.

8.1 Unbounce Indemnity. Unbounce hereby agrees to defend, indemnify, and hold harmless Ambassador and its officers, directors, shareholders, employees, and consultants (collectively, the "**Ambassador Indemnified Parties**") from any and all damages finally awarded by a court of competent jurisdiction without appeal or settlement amount that may be incurred by Ambassador Indemnified Parties as a result of any third party claim that Unbounce's intellectual property as used in accordance with the terms of this Agreement violated the intellectual property rights of said third party, provided that (i) Ambassador notifies Unbounce promptly in writing of the claim; (ii) the violation is not due to Ambassador's misuse of the Services, failure to implement, or properly implement, a solution provided by Unbounce, or combining of the Services with other products, services, or technologies; (iii) Unbounce has sole control of the defense and all related settlement negotiations; (iv) Ambassador provides Unbounce with all reasonable assistance, information, and authority to defend and/or settle the claim; and (v) Ambassador has not breached any term of the Agreement. Notwithstanding the foregoing, Ambassador may participate in the defense and any settlement discussions, and will have the right to approve any settlement agreement purporting to bind Ambassador.

8.2 Ambassador Indemnity. Ambassador hereby agrees to indemnify, defend, and hold harmless Unbounce and its officers, directors, shareholders, employees, and consultants (collectively, the "**Unbounce Indemnified Parties**") from any and all liability, loss, damages, costs, and fees (including, without limitation, attorneys' fees) that may be incurred by Unbounce Indemnified Parties as a result of any claim arising from or related to (i) Ambassador's breach of any of its representations, warranties, or covenants set forth in this Agreement; (ii) Ambassador's negligence or willful misconduct; or (iii) Ambassador's violation of any third party Intellectual Property Right. Unbounce may participate in the defense and any settlement discussions, and will have the right to approve any settlement agreement purporting to bind Unbounce.

8.3 THE FOREGOING SETS FORTH EACH PARTY'S EXCLUSIVE OBLIGATION WITH RESPECT TO CLAIMS OF INFRINGEMENT OF PROPRIETARY RIGHTS OF ANY KIND.

9. LIMITATION OF LIABILITY.

NEITHER PARTY, NOR ITS RESPECTIVE OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, INSURERS, LICENSORS, AND SERVICE PROVIDERS, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, WARRANTY, AND NEGLIGENCE, AND WHETHER OR NOT SUCH PERSON WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPANY'S AGGREGATE LIABILITY TO AMBASSADOR UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF AMBASSADOR COMMISSION OWED TO AMBASSADOR WITHIN THE LAST TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE CLAIM(S) GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO THE DEFENSE AND INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT OR FOR ANY BREACH OF SECTIONS 2 OR 6.

10. MISCELLANEOUS.

10.1 Relationship of Parties. The parties hereto expressly understand and agree that each party is an independent contractor under this Agreement and this Agreement will not create any relationship of agency, partnership, joint venture, or any similar relationship between the parties. Neither party, nor its agents or employees, are the representatives of the other party for any purpose, and neither party has the power or authority to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

10.2 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement, either in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may: (i) assign this Agreement to any acquirer of all or of substantially all of such party's equity securities, assets, or business; or (ii) delegate any of its obligations hereunder to subcontractors reasonably acceptable to the other party, provided that the delegating party remains responsible for the performance of all such obligations. Any attempted assignment or delegation in violation of this Section will be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the Parties' successors and assigns.

10.3 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the federal laws of Canada and the province of British Columbia, notwithstanding the actual residence of the Parties. The Parties hereby submit to the jurisdiction of the courts in Vancouver, British Columbia in any proceeding, claim, or litigation arising out of the Agreement

10.4 Force Majeure. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent such delay or failure is caused by any occurrence beyond the reasonable control of such party, including, but not limited to, acts of God, power outages and governmental restrictions, fires, labor disturbances, floods, epidemics, war, riot, civil insurrection, shortages of relied upon services, or intentional, reckless, or negligent acts of third parties, including unauthorized hacking on or through the Internet.

10.5 Notice. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing, by an authorized representative of such party, and delivered by hand, registered mail, courier, or express delivery service, or email. Notice shall be considered to have been received five (5) days after sending date if by registered mail, courier, or express delivery service, and the same day if sent by email.

10.6 No Implied Waivers. A party's failure to exercise a right under this Agreement shall not constitute a waiver of such right. A party's waiver of the other party's breach of this Agreement shall not constitute a waiver of any such breached provision.

10.7 Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The Parties agree to renegotiate in good faith those invalid provisions so as to be valid, enforceable provisions that reflect as closely as possible the original intent of the Parties, and further agree to be bound by such substitute provisions.

10.8 Headings. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement

10.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, including, without limitation, the terms of any purchase order. No amendment to or modification of this Agreement will be binding unless agreed to in writing and signed by a duly authorized representative of both parties. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either party.