

# Withmydoc, Inc.

## IoT Terms and Conditions

These Terms and Conditions (“T&Cs”), together with the IoT Solutions Agreement, collectively comprise the “Agreement” and “IoT Terms” between Customer and Withmydoc, Inc. (“WMD”) for any IoT services purchased from WMD (collectively, the “Services”). Unless otherwise expressly agreed in writing by the Parties in writing, all future purchase of Services and Devices (defined in the IoT Terms) are subject to the Agreement. Terms and Conditions and these Additional T&Cs.

**Billing and Payment.** Customer shall timely pay for the Services and Devices provided by WMD.

**Invoicing.** On the first day of each month while the Agreement is in effect, WMD will electronically send the Customer monthly invoice (“Invoice”) to the via email. Customer is required to pay all amounts set forth in each WMD Invoice in U.S. Dollars within seven (7) calendar days of the WMD Invoice being emailed to the Customer WMD Portal (“Due Date”). Customer is responsible to pay all applicable taxes and regulatory fees, however designated or incurred in connection with the Services and Devices, which are listed on the Invoice. Customer will reimburse, indemnify and hold harmless WMD for all liability for such taxes and regulatory fees owed by Customer, and pay all shipping costs on all Devices.

**Disputed Amounts.** If Customer disputes a WMD Invoice, Customer shall notify WMD of the nature of the dispute within five (5) calendar days of the date the Invoice was downloaded to the Customer’s Portal, and the Parties shall work in good faith to promptly resolve the dispute. If Customer fails to timely dispute any such WMD Invoice, Customer shall have waived its dispute rights and such charges will be deemed valid. Customer shall not set off or withhold payment of any amount owed WMD.

**Payment Default.** For any Invoice amount that is not timely paid by the Invoice Due Date, Customer agrees to pay a late fee equal to the lesser of one and one-half percent (1½%) per month of the unpaid amount or the maximum interest rate allowed by law. Customer shall reimburse WMD for all costs, including expenses and reasonable attorney’s fees, incurred by WMD in collecting overdue payments. In addition, WMD shall have the right to provide a written breach notice to Customer and/or provide a written notice of suspension of Services until all amounts owed under the Agreement have been paid in full. Failure of Customer to timely cure such breach will give WMD the right to terminate the Agreement upon written notice to Customer. If 12 month commitment is not meant, WMD will charge \$500 fee.

**Launch Date.** Billing for Services shall begin upon the “Launch Date” as reasonably determined by WMD.

**Security Deposit.** WMD reserves the right to require a security deposit equal to the average Invoice amount for the past two months of Services should (i) Customer fail to timely pay invoices according to the terms of this Agreement; or (ii) the dollar value of the invoices reaches an amount that WMD determines in its sole discretion warrants a security deposit (“Security Deposit”).

Notwithstanding anything to the contrary, if any third party provider, including without limitation, the underlying wireless provider or Call pass (collectively, the “Third Party Provider”), which is integral for the Services to work, materially increases the charges WMD is required to pay the Third Party Provider to make such Services available to the Customer, WMD shall have the right to modify the monthly Services fee in an equitable manner payable by Customer. Following receipt by WMD of any such proposed material price increase by a Third Party Provider, WMD shall notify Customer in writing and provide sufficient explanation. Customer shall then have 30 days after receipt of such written explanation from WMD of any such proposed Service fee increase to terminate the Agreement without penalty. Continued usage of the Services by Customer for 30 days after receipt by Customer of the WMD written price increase explanation will be deemed acceptance of any such Service price increase going forward thereafter.

To avoid any doubt, WMD does not anticipate having to increase the monthly Services fee listed on the Agreement. If such price increase is required in response to the Third Party Provider, however, WMD will first provide written notice to Customer and 30 days for the Customer to terminate the Agreement without penalty if it elects not to pay the increased monthly Services fee.

### **Term and Termination.**

**Term.** The Agreement is for 12 months listed on the Agreement beginning on the Launch Date. This Agreement shall automatically renew for successive term lengths upon these same Additional T&Cs unless either Party provides termination notice at least ninety (90) days prior to the existing expiration date.

**Termination for Cause.** In addition to any other remedies, either Party may terminate the Agreement or any Service Exhibit on written notice if the other Party fails to cure a material breach within 30 days of receiving written notice from the other Party. If a minimum 12-month commitment is not met by Customer, WMD will charge, and Customer agrees to pay an additional fee totaling \$500 on the termination date.

**Customer Failures.** In addition to any other remedies, WMD may terminate the Agreement on written notice to Customer if Customer fails to (a) pay any amounts due under the Agreement or (b) cure any material violation of applicable Laws and Regulations (defined below), within ten (10) calendar days of receipt of written notice from WMD.

In addition to the termination rights set forth above, should WMD require Customer to pay a security deposit ("Security Deposit"), WMD shall have the right to terminate the Agreement upon notice to Customer if Customer fails to replenish, replace or renew the Security Deposit, which failure continues for more than five (5) business days after receipt of written breach notice from WMD.

Upon termination of this Agreement, for whatever reason, WMD shall promptly disconnect and terminate all Services, and Customer shall promptly return all WMD property, including without limitation, the Devices (unless Customer originally purchased the Devices) and all Confidential Information (defined below). Termination of this Agreement shall not limit either Party from pursuing other remedies available to it, including injunctive relief. Termination of this Agreement shall not relieve Customer of its obligations to pay all applicable fees and other amounts owed by Customer under this Agreement, and such amounts shall be accelerated and owed by Customer in a lump sum payment to WMD on the termination date.

**Early Termination Charges.** If Customer terminates this Agreement before the end of the existing Term without cause, as reasonably determined by WMD, Customer agrees to pay any applicable early termination charge ("ETC"). ETC is determined by multiplying the monthly Service fee listed on the WMD Invoice times the number of months remaining in the existing Term. The Parties agree that WMD's damages in the event of early termination would be difficult or impossible to determine, and that any ETC constitutes liquidated damages and is not intended as a penalty.

**Confidentiality.** Except as otherwise expressly provided in the Agreement, each Party agrees that all information communicated to it by the other and identified at any time as confidential, orally or in writing, whether before or after the Effective Date hereof ("Confidential Information"), will be used only for the limited purpose of such Party's performance under the Agreement or enforcement of any rights or remedies arising hereunder. Each Party agrees to prevent the disclosure and protect the confidentiality of the Confidential Information using the same means it uses to protect its own confidential information, but in no event less than reasonable means. No such information will be disclosed by one Party without the prior written consent of the other Party; provided, however, that each may disclose the other Party's Confidential Information to those employees, agents or contractors who have a need to access such information, so long as the disclosing Party advises each employee, agent or contractor of the confidentiality obligations set forth herein, and is bound by confidentiality obligations substantially similar to those set forth herein.

Notwithstanding the foregoing, any Party may disclose information that (i) is publicly known or becomes publicly known through no unauthorized act of that Party, (ii) is rightfully received from a third party (iii) is independently developed without use of the other Party's Confidential Information or (iv) is approved in writing for disclosure by the other Party. If Confidential Information is required to be disclosed pursuant to the valid requirement of a governmental authority, such Confidential Information may be disclosed pursuant to such requirement so long as the disclosing Party, to the extent possible, provides the other Party

with timely prior notice of such requirement and coordinates with the other Party in an effort to limit the nature and scope of such required disclosure.

### **Intellectual Property Ownership and Licensing and IP Indemnification.**

WMD will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed before the Effective Date, or acquired or developed after the Effective Date.

All right, title, and interest in and to all tangible work and work products developed or produced under the Agreement by WMD or its subcontractors, are owned by WMD (collectively, "Work Product"). Subject to payment of all fees due and payable under the Agreement and the terms and conditions of the Agreement, WMD grants to Customer a non-exclusive, revocable, non-transferable and non-sublicensable right to use the Work Product while this Agreement remains in effect solely for Customer's own internal business purposes. All rights of WMD and its licensors in intellectual property not expressly granted to Customer are reserved by WMD and its licensors.

All software that is licensed by a Party from a third party vendor will be and remain the property of such vendor. The right to access and use the Services granted hereunder shall be subject to any underlying license to Customer from such third party vendor.

Indemnification for IP Infringement. WMD shall indemnify, defend and hold harmless Customer from all third-party claims arising out of or alleged to have been caused that WMD's Services violate any third party's intellectual property rights or confidential information.

**LIMITATION OF LIABILITIES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR THE LOSS OF DATA, BUSINESS, GOODWILL OR PROFITS) ARISING OUT OF OR IN RELATION TO THE AGREEMENT OR SUCH SERVICES IN ANY WAY, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH LIABILITY, UNDER ANY LEGAL THEORY OR CLAIM FOR RECOVERY. WMD'S TOTAL LIABILITY ARISING OUT OF THE AGREEMENT FOR ALL CLAIMS IN ANY MANNER ARISING IN CONNECTION WITH THE AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE, WHETHER ARISING FROM CONTRACTUAL OR EXTRA-CONTRACTUAL LIABILITY) SHALL BE THE PAYMENT OF DIRECT DAMAGES AND SUCH DAMAGES IN NO EVENT SHALL EXCEED IN THE AGGREGATE THE FEES (EXCLUDING ANY AMOUNTS PAID ON A PASS THRU BASIS) WMD RECEIVES FROM CUSTOMER UNDER THE APPLICABLE AGREEMENT DURING THE 90 DAY PERIOD IMMEDIATELY PRECEDING THE MOST RECENT EVENT GIVING RISE TO LIABILITY.

**NO GUARANTEE.** Customer acknowledges and agrees that WMD cannot and does not guarantee that the Services or Devices may not be compromised or circumvented, will operate as designed uninterrupted or error free, will prevent or reduce personal injury, property damage or economic loss, or will provide adequate warning or notice as may be intended by Customer. Customer acknowledges that there are technical limitations inherent in wireless telematics that may affect the Services that could cause the technology to fail. In addition, WMD shall not be liable for interruptions in, or interference with, third party telecommunications carriers' transmissions (including, without limitation, for interruptions or interference caused by network congestion, weather conditions, terrain, buildings, localized "gaps" in telecommunications network coverage (including VPN), and other natural or artificial conditions). WMD anticipates that Customer will achieve positive results, but does not represent or warrant any certain results by use of the Services or that the Services will work on an uninterrupted basis. Consequently, Customer waives any legal right to bring any claim against WMD should Services fail to work for any reason.

### **Indemnification.**

Customer will defend, indemnify, and hold WMD harmless from and against all third-party claims, complaints, losses, damages, costs, and expenses (including reasonable attorneys' fees) (collectively, "Claims") arising out of or alleged to have caused by (i) Customer's breach of this Agreement or (ii) failure to Customer to comply with all Laws and Regulations (defined below) applicable to Customer's Services and Devices.

For an indemnification claim, WMD shall: (i) promptly notify Customer in writing of any action, suit, or proceeding for which WMD seeks indemnification from the Customer; (ii) allow Customer sole control of the defense and settlement of such suit, action, or proceeding; and (iii) provide Customer with all reasonable requested assistance, at the Customer's reasonable expense, in connection with the Customer's defense and settlement of such action, suit or proceeding.

### **Representations, Warranties and Disclaimers.**

Mutual Representations and Warranties. Each Party to the Agreement represents and warrants that: (i) it has all requisite power and authority to execute, deliver and perform its obligations hereunder; (ii) it shall avoid deceptive, misleading or unethical practices that could adversely affect the performance of the other Party's obligations under the Agreement or damage the reputation of the other Party; and (iii) it is not a Party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other Party to perform fully its respective obligations hereunder.

WMD represents and warrants to Customer that it shall comply with all rules, regulations, statutes, codes, ordinances and other legal requirements, whether federal, state, local, foreign, or international (collectively, "Laws & Regulations"), applicable to WMD and its performance of its obligations under the terms of the Agreement. Customer represents and warrants to WMD that it shall comply with all Laws & Regulations applicable to Customer

and its performance of its obligations under the terms of the Agreement and that Customer will ensure compliance with all Laws & Regulations applicable to the access and use of the Services and Devices by Customer and its employees, contractors, customers and any third parties to whom the Services or Devices are made available by or on behalf of Customer.

Customer represents and warrants that it will provide WMD reasonable access to the vehicles for any applicable installation, repairs or replacements of the Devices. In no event shall WMD be liable for loss of use of the vehicle when the Devices are being repaired or replaced. This representation shall be void and of no effect if failure of the Devices is due to accident, modification or misuse by Customer or any third party. WMD's obligation to repair or replace defective Devices does not apply to, and Customer may incur additional charges for defects resulting from: (i) damages caused by incorrect installation, use, modification or repair by any unauthorized third party or by the Customer or its representative, (ii) misuse or abuse to any element of the system or component thereof, (iii) damages caused by any party or other external force, or (iv) damage caused by the connection of the Device to any third-party products or software provided by the Customer.

**DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR, IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR SPECIFIC RESULTS TO BE DERIVED FROM THE USE, OF THE SERVICES, SOFTWARE, OR HARDWARE PROVIDED UNDER THE AGREEMENT. WMD DOES NOT WARRANT OR GUARANTEE ANY UNINTERRUPTED CONNECTION TO, TRANSMISSION OVER, NOR RESULTS OF USE OF, ANY NETWORK CONNECTION, SERVICE, PRODUCT OR FACILITIES PROVIDED UNDER THE AGREEMENT. IN ADDITION, CUSTOMER acknowledges and agrees that a specific launch date is not guaranteed by WMD. WMD agrees to use commercially reasonable efforts to help expedite any such launch date AS REQUESTED BY CUSTOMER, but expressly disclaims any guaranteed launch date.**

Risk of loss, damage or theft of the Devices shall pass to Customer upon delivery of the Device to the common carrier at WMD's shipping point. Title passes to Customer upon full payment per the Agreement. WMD shall not be responsible for any delays in shipping. Any software provided with any Device or as part of the Services is licensed, not sold. Unless license terms are otherwise specified by WMD or the licensor at the time the Device is provided to Customer, subject to the terms of the Agreement, Customer has a limited, non-exclusive, non-transferable, personal license to access and use the software made available by or on behalf of WMD pursuant to this Agreement for use on the Device and any other software provided as part of the Services, including phone applications and web portals (the "WMD Software") in a compatible vehicle solely for the purpose of Customer using such Device in accordance with the Agreement and the Device documentation provided by or on behalf of WMD. Customer shall not, and shall not authorize or permit any third party to do, any of the following: (i) rent, lease, lend, sell, redistribute, sublicense or otherwise transfer any WMD Software, including by making the WMD Software available on a network where it is capable of being accessed by more than one Device at any time; (ii)

use any WMD Software for any purpose other than for Customer's own internal use; (iii) copy, reverse engineer, decompile, disassemble or attempt to discover the source code for any WMD Software or use the WMD Software other than with an authorized Device; (iv) modify, alter or create any derivative works of any WMD Software; (v) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in any WMD Software; (vi) work around any technical limitations in the WMD Software; or (vii) use any WMD Software for any purposes for which it is not designed. Each WMD Software is the valuable property of WMD or its licensors and is protected by copyright and other intellectual property laws. As between Customer and WMD, WMD or its licensor owns all right, title and interest in and to the WMD Software, including all copyright and other intellectual property rights in the same. Customer agrees to comply with all use terms and conditions for a Device made available by or on behalf of WMD. Customer shall have no rights in such software except as expressly and unambiguously granted by the software licensor to Customer.

WMD will use commercially reasonable efforts to pass on to Customer the warranty and remedies (if any) made available by the manufacturer of any Devices. The remedies provided by the manufacturer for breach of such warranty (if any) shall be the sole remedy of Customer for a breach of warranty related to the Device. No warranty shall apply to any Device which: (i) has been repaired, disassembled, reverse engineered, decompiled, adjusted, altered, or modified in any way so as in the judgment of WMD or its supplier to affect its stability and reliability; (ii) has had an accessory purchased from any entity other than WMD installed thereon; (iii) has been subject to misuse, abuse, negligence, accident, incorrect installation (unless installed by WMD or its contractor), or improper storage, maintenance, or operation; (iv) has had software installed on it by a party other than the original manufacturer or WMD or its subcontractor; (v) has been subjected to operating or environmental conditions that deviate from the Device specifications; (vi) has been damaged due to acts of God; (vii) has been damaged due to service performed by an unauthorized entity; or (viii) has its serial number defaced, altered, or removed. The warranty will be voided to the extent any of the occurrences listed in clauses (i) through (vii) of this Section causes failure of the Device, or to the extent the failure to conform to the warranty is caused by any defect in any other Device or Software not provided by WMD.

Nothing herein shall be construed as providing or intending to provide a warranty to any third party. Therefore, any applicable warranty will not apply if Customer makes such combination, and Customer will indemnify, defend, and hold WMD harmless from and against all damages, losses, liabilities, and expenses resulting from such combination. Customer is solely responsible to install the Devices. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES FOR THE DEVICES AND THE WMD SOFTWARE WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND REGARDLESS OF WHETHER ANY SUCH WARRANTY SHALL BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE. AS BETWEEN WMD AND CUSTOMER, ALL DEVICES AND WMD SOFTWARE ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND.

**Breach and Remedies.** In addition to other events of breach set forth in this Agreement, each of the following constitutes an event of breach under this Agreement: (a) either WMD or Customer ceases to do business as a going concern or (b) either WMD or Customer is unable or admits its inability to pay its debts as they become due.

Upon the occurrence of any of the events of breach specified in this Agreement, the non-breaching Party may, after providing written notice of breach to the breaching Party and if such breach is not timely cured by the breaching Party, terminate this Agreement in its entirety and pursue any other right or remedy under this Agreement.

**Effect of Termination.** Termination of this Agreement is without prejudice to any other right or remedy of the Parties under this Agreement. Termination of this Agreement for any cause does not release either Party from any liability which, at the time of termination, has accrued to the other Party, or which may accrue in respect of any act or omission prior to termination or from any obligation which is expressly stated to survive the termination.

**Customer Legal Compliance.** To the extent Customer is using Services as a tool to comply with, or assist in compliance with, applicable law or regulation, such as U.S. Department of Transportation hours-of-service regulations, Customer acknowledges that such regulations are Laws & Regulations that Customer is required to comply with as provided in these Additional T&Cs. Any alerts and reports provided by WMD are for Customer's convenience only. While WMD uses commercially reasonable efforts to provide that its systems function properly, WMD cannot and does not guarantee the accuracy or completeness of any alerts or reports provided in connection with the Services. Notwithstanding the foregoing, WMD may discontinue any features or functionalities of the Services to the extent WMD determines such features or functionalities are prohibited by applicable Laws and Regulations.

#### **Inherent Technical Limitations in Reasonably Anticipated Uses of Devices.**

The following technical limitations are inherent in wireless devices that relate to the Services:

- Complete coverage of the service area with the Devices at all times is improbable.
- The existence of unfavorable conditions, such as weather and wave interference from distant stations can interrupt functionality of the Devices.
- Other environmental issues including, but not limited to service interruptions, poor coverage areas, network congestion, roaming and similar access issues may affect performance.
- Global Positioning System ("GPS") is a satellite-based positioning technology providing expansive coverage throughout the world. However, the GPS antenna must have a direct link to the satellites. If its path is impaired, it can affect the ability to correctly recognize a location.



- The Devices have many complex elements and are not guaranteed against eavesdroppers, hackers, service attacks, viruses or interception.

### **Contractual Limitations on Uses of Devices.**

No Reverse Engineering. The Parties agree that software is embedded in Devices, and as such, the Devices cannot be sold, resold or provided to any end user who attempts to Reverse Engineer, or engages others to attempt to Reverse Engineer, the Devices and/or embedded software. As used herein, "Reverse Engineer" shall mean to disassemble, decompile and/or analyze Materials for the purpose of recreating its workings, or for the purpose of revealing the embedded software source code or data reporting protocols.

End User Consent to be Tracked. Customer agrees that the Devices shall not be resold or provided to end users unless the end users are made aware that their use of a vehicle equipped with the Devices makes the end user's location while in that vehicle subject to remote tracking.

No Life Support or Combat Military Operations. Customer agrees that the Devices are not intended for use in applications where failure would reasonably expect to cause severe personal injury or death, including, but not limited to, life support and military combat. Accordingly, Customer agrees that the Devices shall not be used, resold or provided to end users for life support and military combat.

In the event that Customer uses the Devices in violation of these restrictions, WMD may immediately suspend Services to the Customer.

### **Additional Provisions.**

Entire Agreement; Amendments. The Agreement embodies the entire agreement between the Parties pertaining to the subject matter hereof. There are no representations, warranties or other commitments which are not embodied in the Agreement. The Agreement may be modified or amended only by a writing duly executed by an authorized representative of each Party. No amendment or modification of the Agreement shall be deemed effective unless and until executed in writing by WMD and Customer.

Force Majeure. Neither Party shall be liable for failure to fulfill its obligations hereunder (excluding any payment obligations) if such failure is due to causes beyond its reasonable control, including, actions or failures to act of the other Party or any unaffiliated third party, acts of God, fire, catastrophe, pandemic, governmental prohibitions or regulations, viruses which did not result from the negligent acts or omissions of such Party, its employees or agents, national emergencies, insurrections, riots or wars, or strikes, lockouts, work stoppages or other labor difficulties. The time for any performance required hereunder shall be extended by the delay incurred as a result of such act of force majeure, and any Party that is unable to perform as a result of such act of force majeure shall act with diligence to correct or mitigate such force majeure.

**Binding Agreement.** The Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns as permitted hereunder. No Person other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of the Agreement against either of the Parties hereto, and the covenants and Agreements set forth in the Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties hereto or their respective successors and assigns as permitted hereunder.

**Severability.** In case any provision of the Agreement shall be invalid, illegal or unenforceable, such provision shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of the Agreement; and the validity, legality and enforce-ability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

**Taxes and Regulatory Fees.** WMD's monthly Service charge does not include applicable taxes or regulatory fees, but WMD will separately list all applicable taxes and regulatory fees on its Invoices, which Customer is responsible to pay.

**Survival.** The provisions of the Agreement that by its content survive the termination of the Agreement will survive the termination and shall continue in full force and effect until they are satisfied in full or by their nature expire.

**Dispute Resolution.** The Parties will make good-faith efforts to resolve any dispute between the Parties. Upon written notice of such dispute, each Party will appoint a senior level executive to meet and resolve the dispute. If the dispute is not resolved within ten days after such written notice, or a longer period as agreed to in writing by the Parties, either Party may take further legal action consistent with the Agreement.

**Governing Law; Venue and Jurisdiction; Waiver of Jury Trial.** The Agreement, and any and all claims arising under the Agreement, shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflicts of law provisions. For the adjudication of any and all disputes no matter their nature arising under the Agreement, the Parties hereby consent to personal jurisdiction and exclusive venue only in the Florida District Court for Broward County or. **To the maximum extent permitted by law, Customer hereby agrees to waive any and all right to trial by jury in any action or proceeding relating to the Agreement. Customer represents to WMD that this waiver is knowingly, willingly and voluntarily given.**

**Modification.** Notwithstanding anything to the contrary in the Agreement or these Additional T&Cs, by using the Services, Customer agrees to be bound by these Additional T&Cs and any other applicable WMD policy as may be amended from time to time. Any new WMD terms posted on its website shall be effective upon posting and incorporated into your Agreement.

Assignment. WMD reserves the right to assign this Agreement to a third party at any time during the Term of this Agreement. Customer may not assign its rights or obligations, in whole or in part, to any third party without WMD's prior, written approval.

Counterparts. This Agreement may be validly signed in counterparts and electronically by either Party, including the form of an electronic signature generated by DocuSign (or any other similar service as determined by WMD).