

BOBCAAT CUSTOMER TERMS OF SERVICE

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY

Preamble

This is a contract between you (the Customer) and Yellowstones (the Company). It describes the services we will provide to you, how we will work together, and other aspects of our business relationship. It is a legal document so some of the language is necessarily “legalese”. These terms are so important that we cannot provide our products and services to you unless you agree to them. By using our subscription service, you are agreeing to these terms.

We periodically update these terms. If you have an active Bobcaat subscription, we will let you know when we do via an email or an in-app notification.

Finally, we know legal terms can sometimes be difficult to navigate, so we wanted to give you a roadmap of the Agreement:

- **DEFINITIONS.** This is where we provide the detail on what the key defined terms in the Agreement mean. You can think of this kind of like a contractual dictionary.
- **GENERAL COMMERCIAL TERMS.** Here’s where you can find the basics about how our Subscription Service and Consulting Services are provided. For example, you can find information on access and acceptable use. These terms apply to all of our products and service offerings.
- **SUBSCRIPTION TERMS.** Customers of ours subscribe to use our software and there are some fundamental terms that apply to each subscription. There are some differences between the different types of subscriptions, and here’s where you can find that detail.
- **GENERAL LEGAL TERMS.** As we mention above, this is a contract, and contracts are filled with legal terms. In this section, we’ve collected the many of the remaining legal terms that make up our Customer Terms of Service.

Definitions

Agreement

Agreement means these Customer Terms of Service and all materials referred or linked to in here.

Billing Period

The Billing Period is the period for which you agree to prepay fees under an Order Form, which will be the same as or shorter than the Subscription Term as specified in the Order Form. For example, if you subscribe to the Subscription Service for a one (1) year Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

Communication Services

Communication Services means third-party forums, online communities, blogs, personal web pages, calendars, and/or other social media communication facilities (such as Facebook, Twitter and LinkedIn) linked to or from the Subscription Service that enable you to communicate with the public or with a private group.

Confidential Information

Confidential Information means all information provided by you or us (“Discloser”) to the other (“Receiver”), whether orally or in writing that is designated as confidential. Confidential Information will include Customer Data and information about the Discloser’s business plans, technical data, and the terms of the Order. Confidential Information does not include any information that: - is or becomes generally known to the public without breach of any obligation owed to the Discloser or - was known to the Receiver before receipt from the Discloser.

Contact

Contact means a single individual (other than a User) whose Contact Information is stored by you in the Subscription Service.

Contact Information

Contact Information means the name, email address, phone number, online user name(s), telephone number, and similar information submitted by visitors to your landing pages on the Subscription Service or uploaded by you to the Subscription Service.

Customer Data

Customer Data means all information that you submit or collect via the Subscription Service. Customer Data does not include Enrichment Data.

Customer Materials

Customer Materials means all materials that you provide or post, upload, input or submit for public display through the Subscription Service.

Enrichment Data

Enrichment Data means the data we make available to you as part of the Subscription Service. Enrichment Data does not include personally identifiable information. We may obtain Enrichment Data from public or third party sources and our internal data processes provided from Customer Data.

Free Services

Free Services means the Subscription Service or other products or features made available by us to you on an unpaid trial or free basis.

Bobcaat Content

Bobcaat Content means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service, including Enrichment Data.

Order

Order or Order Form means the Yellowstones-approved form or online subscription process by which you agree to subscribe to the Subscription Service and purchase Consulting Services. Most Orders are completed through our online payment process or via in-app purchase.

Paid Users

Paid Users means those types of Users (defined below) for which we charge you fees.

Sensitive Information

Sensitive Information means: - credit or debit card numbers; personal financial account information; Social Security numbers or local equivalents; passport numbers; driver's license numbers or similar identifiers; passwords; racial or ethnic origin; physical or mental health condition or information; or other employment, financial or health information; and - any information defined under EU data protection laws as 'Sensitive Personal Data'.

Subscription Fee

Subscription Fee means the amount you pay for the Subscription Service.

Subscription Service

Subscription Service means all of our web-based applications, tools and platforms that you have subscribed to by an Order Form or that we otherwise make available to you, and are developed, operated, and maintained by us, and any ancillary products and services, that we provide to you.

Subscription Term

Subscription Term means the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s), and each subsequent renewal term (if any). For Free Services, the Subscription Term will be the period during which you have an account to access the Free Services.

Third-Party Products

Third-Party Products means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service. These products and services include non-Yellowstones apps available and non-Yellowstones services.

Third-Party Sites

Third-Party Sites means third-party websites linked to from within the Subscription Service, including Communications Services.

Users

Users means your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

Yellowstones

Yellowstones, “we”, “us” or “our” means the applicable contracting entity as specified in the ‘Contracting Entity and Applicable Law’ section.

You

You, “your” or “Customer” means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer.

GENERAL COMMERCIAL TERMS

Access

During the Subscription Term, we will grant you access to the Subscription Service as described in this Agreement and the applicable Order.

Availability

We try to make the Subscription Service available 24 hours a day, 7 days a week, except for planned down-time for maintenance.

Fees and Payments

Subscription Fees

The Subscription Fee will remain fixed during the Subscription Term unless you: - upgrade products or base packages, - subscribe to additional features or products, including additional Contacts, or - unless otherwise agreed to in the Order.

Payment by credit card

If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

Payment Information

You will keep your contact information, billing information and credit card information (where applicable) up to date. Changes may be made on your Billing Page within your Bobcaat account. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term.

Use and Limitations of Use

Prohibited and Unauthorized Use

ANY BEHAVIOUR THAT DOES NOT FIT THE NORMAL USAGE OF OUR SERVICE OR DERIVES FROM THE PURPOSE FOR WHICH OUR SERVICE IS INTENDED IS PROHIBITED BY DEFAULT. IF YOU HAVE ANY DOUBTS OR QUERIES IN REGARDS TO WHAT MAY CONSTITUTE ABUSIVE USE AND BEHAVIOUR, PLEASE GET IN TOUCH WITH US. EXAMPLES OF UNAUTHORIZED USE INCLUDE: - Use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser; - use the Subscription Service in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Subscription Service; - attempt to gain unauthorized

access to the Subscription Service; - access the Subscription Service other than through our interface; or - use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You may not use the Subscription Service if you are legally prohibited from receiving or using the Subscription Service under the laws of the country in which you are resident or from which you access or use the Subscription Service. The Subscription Service is not designed to comply with industry-specific regulations such as the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act (GLBA), or the Federal Information Security Management Act (FISMA), so you may not use the Subscription Service where your communications would be subject to such laws.

ANY ABUSIVE BEHAVIOUR WHETHER IN TERMS OF YOUR ACTIONS OR THE TYPE OF CONTENT YOU PUBLISH THROUGH OUR SERVICE (INCLUDING BUT NOT LIMITED TO HATE SPEECH, PORNOGRAPHY, CHILD ABUSE), WILL LEAD TO THE IMMEDIATE SUSPENSION OF YOUR ACCOUNT, WITH NO ELIGIBILITY FOR A REFUND.

No Sensitive Information

YOU AGREE NOT TO USE THE SUBSCRIPTION SERVICE TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. WE WILL NOT HAVE ANY LIABILITY THAT MAY RESULT FROM YOUR USE OF THE SUBSCRIPTION SERVICE TO COLLECT OR MANAGE SENSITIVE INFORMATION.

Third-Party Sites and Products

Third-Party Sites and Products are not under our control. Third-Party Sites and Products are provided to you only as a convenience, and the availability of any Third-Party Site or Product does not mean we endorse, support or warrant the Third-Party Site or Product.

Subscription Term, Termination, Suspension

Term and Renewal

Your initial subscription period will be specified in your Order, and, unless otherwise specified in your Order, your subscription will automatically renew for the shorter of the subscription period, or one year. To prevent renewal of the subscription, the required notice must be provided within the timeframe as specified in the 'Subscription Types' section below.

The renewal pricing set forth in your Order will apply, subject to adjustment as specified in the 'Fees and Payments' section above. If renewal pricing is not included in your Order, then our standard pricing available in our Product and Services Catalog on the date of renewal will apply. If you use our Free Services, we will make the Free Services available to you free of charge until earlier of (a) the date on which your free subscription is terminated or (b) the start date of your paid subscription.

No Early Termination; No Refunds.

The Subscription Term will end on the expiration date and the subscription cannot be cancelled early. We do not provide refunds if you decide to stop using your bobcaat subscription during your Subscription Term.

Termination for Cause.

Either party may terminate this Agreement for cause, as to any or all Subscription Services: - upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or - immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors.

We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers. This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

Suspension for Prohibited Acts.

We may suspend any User's access to any or all Subscription Services without notice for: - use of the Subscription Service in a way that violates applicable national or foreign laws or regulations or the terms of this Agreement, or - repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

We may, without notice, review, edit and delete any Customer Data or Customer Materials that we determine in good faith violate these terms, provided that, we have no duty to prescreen, control, monitor or edit your Customer Data or Customer Materials.

Suspension for Non-Payment.

We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the Subscription Services ten (10) days after such notice. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

Suspension for Present Harm.

If your use of the Subscription Service: - is being used to engage in denial of service attacks or other disruptive activity, - is creating a security vulnerability for the Subscription Service or others, - is consuming excessive bandwidth, or - is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service.

We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service. Nothing in this clause limits our right to terminate for cause as outlined above, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

Suspension and Termination of Free Services.

We may suspend, limit, or terminate the Free Services for any reason at any time without notice. We may terminate your subscription to the Free Services due to your inactivity.

Effect of Termination or Expiration.

If your paid subscription is terminated or expires, you may request the deletion of your Bobcaat account after expiration or termination of your subscription by sending a request to hello@bobcaat.com. You will continue to be subject to this Agreement for as long as you have access to a bobcaat account.

Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and Bobcaat Content. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

SUBSCRIPTION TERMS

Limits

The limits that apply to you will be specified in your Order Form, this Agreement or in our Product and Services Catalog, and for our Free Subscriptions, these limits may also be designated only from within the product itself.

Modifications

We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience.

Customer Support

If you pay us a Subscription Fee for our products, email and in-app support is included at no additional cost. We attempt to respond to email and in-app support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time. We may limit or deny your access to support if we determine, in our reasonable discretion, that you are acting, or have acted, in a way that results or has resulted in misuse of support or abuse of Yellowstones representatives. We will only provide support for integrations which are listed in-app as being supported by Yellowstones.

If you do not pay a Subscription Fee, you can still contact us at: hello@bobcaat.com.

Notice of Non-Renewal

Your subscription will automatically renew according to the 'Term and Renewal' section above.

Unless otherwise specified in your Order, to prevent renewal of a Subscription, you or we must give written notice of non-renewal and this written notice must be received no less than ten (10) days in advance of the end of the Subscription Term.

If you decide not to renew, you may send this non-renewal notice to us by indicating that you do not want to renew by turning auto-renew off by accessing the billing details information in your Bobcaat account.

To prevent continuation of the Subscription Term of a Free Subscription, you or we may close your account.

GENERAL LEGAL TERMS

Customer Data

Limits on Yellowstones

We will not use, or allow anyone else to use, Customer Data to contact any individual or company except as you direct or otherwise permit. We will use Customer Data only in order to

provide the Subscription Service to you and only as permitted by applicable law, this Agreement, and our Product Privacy Policy. We will not use Contact Information for our own marketing purposes.

Storage

We will store your data, including text, images, videos, hashtags, in order for our service to work. Your data will be stored in secured places and we will take every necessary measure to protect it. We will not disclose your data to any party, except the ones related to our services such as the social networks you are connected to.

You can ask us for some or all of your data to be deleted at any time, accepting that this will impact the quality of our service.

Aggregate Data

We may monitor use of the Subscription Service by all of our customers and use the information gathered in an aggregate and anonymous manner. You agree that we may use and publish such information, provided that such information does not incorporate any Customer Data and/or identify you. With these internal data processes, in no event will Customer Data be disclosed, included within or provided to other customers or third parties. For clarity any data provided to other customers or third parties will only be in an aggregated and anonymous manner.

Safeguards

We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Customer Data. You consent to the processing of Customer Data.

Yellowstones's Proprietary Rights

This is an Agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. The Subscription Service is protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and we retain all ownership rights to them. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Bobcaat Content or the Subscription Service in whole or in part, by any means, except as expressly authorized in writing by us.

We encourage all customers to comment on the Subscription Service, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service, without payment or attribution to you.

Customer's Proprietary Rights

As between the parties, you own and retain all rights to the Customer Materials and Customer Data. This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You grant permission to us and our licensors to use the Customer Materials and

Customer Data only as necessary to provide the Subscription Service to you and as permitted by this Agreement. If you are using the Subscription Service on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

Confidentiality

The Receiver will: - protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, - not use any Confidential Information for any purpose outside the scope of this Agreement, - not disclose Confidential Information to any third party (except our third party service providers), and - limit access to Confidential Information to its employees, contractors, advisors and agents. Upon notice to the Discloser, the Receiver may disclose Confidential Information if required to do so under any law, statute, rule or regulation, subpoena or legal process.

Publicity

You grant us the right to add your name and company logo to our customer list and website.

Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of: - unauthorized or illegal use of the Subscription Service by you, - your noncompliance with or breach of this Agreement, - your use of Third-Party Products, or - the unauthorized use of the Subscription Service by any other person using your User information.

We will: - notify you in writing within thirty (30) days of our becoming aware of any such claim - give you sole control of the defense or settlement of such a claim - and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim.

You shall not accept any settlement that: - imposes an obligation on us - requires us to make an admission or - imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

Disclaimers; Limitations of Liability

Disclaimer of Warranties.

WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SUBSCRIPTION SERVICE, DATA MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, BOBCAAT CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING

INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE, BOBCAAT CONTENT AND CONSULTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SUBSCRIPTION SERVICE AND THE CONSULTING SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

No Indirect Damages

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR BUSINESS OPPORTUNITIES; PROVIDED THAT, THIS LIMITATION SHALL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES.

Limitation of Liability

EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY WILL BE LIMITED TO THE LESSER OF FIVE THOUSAND BRITISH POUNDS OR THE TOTAL AMOUNTS YOU HAVE ACTUALLY PAID FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM; PROVIDED HOWEVER, THIS LIMITATION SHALL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES, AND IN THIS CASE, IF WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM YOUR USE OF THE FREE SERVICES, THEN OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED BRITISH POUNDS.

Third Party Products

WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

Agreement to Liability Limit

YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE TO YOU.

Miscellaneous

Amendment; No Waiver.

We may update and change any part or all of these Customer Terms of Service, including the fees and charges associated with the use of the Subscription Service (but, your fees and charges won't change during the Subscription Term except as we explain in the 'Fees and Payments'

section above.) and we will let you know via email or in-app notification. The updated Customer Terms of Service will become effective and binding on the next business day after it is posted. When we change these Customer Terms of Service, the “Last Modified” date above will be updated to reflect the date of the most recent version.

If you do not agree with a modification to the Customer Terms of Service, you must notify us in writing within thirty (30) days after receiving notice of modification. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the Customer Terms of Service prior to modification for the remainder of your current term. Upon renewal, the Customer Terms of Service published by us on our website will apply.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

Force Majeure

Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

Actions Permitted

Except for actions for nonpayment or breach of a party’s proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

Relationship of the Parties.

You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

Compliance with Laws.

We will comply with all U.K. laws (where applicable) in our provision of the Subscription Service and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use of the Subscription Service, including any applicable export laws.

Severability

If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

Entire Agreement

This Agreement (including each Order), along with our Privacy Policy, is the entire agreement between us for the Subscription Service and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

Assignment

You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, without our prior written consent, which will not be unreasonably withheld. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

No Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Authority

Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

Survival

The following sections shall survive the expiration or termination of this Agreement: 'Definitions', 'Fees and Payments', 'Prohibited and Unauthorized Use', 'No Early Termination; No Refunds', 'Termination for Cause', 'Suspension for Prohibited Acts', 'Suspension for Non-Payment', 'Suspension for Present Harm', 'Suspension and Termination of Free Services', 'Effect of Termination or Expiration', 'Retrieval of Customer Data', 'Yellowstones's Proprietary Rights', 'Customer's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Miscellaneous' and 'Contracting Entity and Applicable Law'.

In the event of a conflict between the terms of the Customer

Terms of Service and an Order, the terms of the Order shall control, but only as to that Order.