

SkyBit Terms of Use

Subscription Agreement

BY SIGNING UP FOR THE SKYBIT SERVICE, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF THE SKYBIT ONLINE SERVICE, INCLUDING ANY OFFLINE COMPONENTS (COLLECTIVELY, THE "SKYBIT SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICE.

PLEASE CAREFULLY REVIEW THIS AGREEMENT; IT SPECIFIES THE LEGAL RIGHTS AND RESPONSIBILITIES FOR YOU AND ZEDX, INC., REGARDING THE SKYBIT SERVICE.

Welcome

The SkyBit Service is provided by ZedX, Inc., a Pennsylvania corporation. Your continuing use of the SkyBit Service shall signify your consent to abide by this Agreement including any materials available on the SkyBit.com website incorporated by reference herein, including but not limited to the applicable privacy and security policies.

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1. Definitions

1.1 "Affiliate" means, with respect to a party, any entity which directly or indirectly Controls, is Controlled by, or is under common Control with such party.

1.2 "SkyBit Service" means the hosted, on-demand, Web-based information platform service offered by ZedX, including any updates, available at www.skybit.com.

1.3 "Agreement" means these terms and conditions and all Product Order Forms executed as part of your use of the SkyBit Service.

1.4 "Control" means ownership or control, directly or indirectly, of more than 50% of the voting interests of the subject entity.

1.5 "Customer" means the person or entity who executes the Product Order Form to establish the right to use the SkyBit Service and to pay all charges and fees for the SkyBit Service.

1.6 "Customer Contact" means an internal Customer resource who is knowledgeable about Customer's use of the SkyBit Service and authorized by Customer to communicate with ZedX support regarding your use of the SkyBit Service.

1.7 "Customer Data" means all data stored by Customer in the SkyBit Service.

1.8 "Documentation" means the online help documentation for the SkyBit Service.

1.9 "Emergency Maintenance" means downtime of the SkyBit Service outside of Scheduled Downtime hours due to the application of urgent patches or fixes, or other urgent maintenance, recommended by ZedX or its vendors to be applied as soon as possible.

1.10 "Initial Access Date" means the date Customer is provisioned access to the SkyBit Service.

1.11 "Initial Term" means the length of the initial subscription contract, beginning on the contract start date and ending on the contract end date, specified on the applicable Purchase Order Form.

1.12 "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.13 "Order Form(s)" means the form evidencing the initial subscription for the SkyBit Service and any subsequent documents or forms submitted online or in written form, specifying, among other things, the names of authorized users, accounts, growers, and other services contracted for, the applicable fees, the billing period, and other charges or limitations as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall control).

1.14 "Scheduled Downtime" means downtime of the SkyBit Service during the hours of (i) midnight (Friday-Saturday) to 6:00 a.m. Saturday U.S. Eastern Time; or (ii) midnight (Saturday-Sunday) to 6:00 a.m. Sunday U.S. Eastern Time.

1.15 "Subscription Administrator(s)" means those Users designated by you who are authorized to create User accounts and otherwise administer your use of the SkyBit Service.

1.16 "System Availability" means the percentage of total time during which the SkyBit Service is available to Customer, excluding Scheduled Downtime and Emergency Maintenance.

1.17 "Taxes" means any direct or indirect local, state, federal or foreign taxes, tariffs, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes.

1.18 "Users" means Customer's and its Affiliates' employees, representatives, agents, contractors, consultants or other individuals who are authorized by Customer to use the SkyBit Service and have been supplied user identification names and passwords by you (or by ZedX at your request) and/or whose information is stored on the SkyBit Service.

1.19 "Work Product" means all work product developed or created by ZedX during the course of providing support, implementation, consulting, training or other programming services to Customer. Work Product does not include any Customer Data or Customer Confidential Information.

1.20 "ZedX Technology" means all of ZedX's proprietary technology (including but not limited to software, hardware, products, processes, scripts, algorithms, user interfaces, know-how, techniques, documents, designs and other tangible or intangible technical material or information) made available to you by ZedX in providing the SkyBit Service.

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2. License Grant & Restrictions

2.1 ZedX shall make the SkyBit Service available to Customer and its Users in accordance with this Agreement. ZedX grants you a non-exclusive, non-transferable, worldwide right to use the

SkyBit Service, solely for your own business purposes, subject to the terms and conditions of this Agreement, for the term of the subscription. All rights not expressly granted to you are reserved by ZedX and its licensors. Upon commencement of your subscription to the SkyBit Service, you agree to reasonably cooperate with ZedX in setting up any necessary User profiles or information, as well as any polygon or location profiles.

2.2 The SkyBit Service is provided via the Internet as a hosted service available on computers/servers owned or controlled by ZedX. Customer is responsible for availability of appropriate computers, browsers, any necessary software and telecommunications capabilities on Customer's end for access to the SkyBit Service.

2.3 You are not permitted to license, sublicense, lease, time-share, sell, resell, transfer, assign, copy, distribute, perform, or otherwise commercially exploit or make available to any third party the SkyBit Service; provided, however, that this provision does not prevent you from authorizing Users to access the SkyBit Service under your account, and does not prevent you from distributing reports and other content from the SkyBit Service to your customers.

2.4 Also, you shall not (i) modify or make derivative works based upon the SkyBit Service or the content that is part of the SkyBit Service; (ii) create Internet "links" to the SkyBit Service or "frame" or "mirror" any of the SkyBit Service content on any other server or wireless or Internet-based device; or (iii) reverse engineer or access the SkyBit Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the SkyBit Service, or (c) copy any ideas, features, functions or graphics of the SkyBit Service, provided that nothing herein shall be construed to restrict Customer's rights to do any of the foregoing activities stated in (a), (b), or (c), as long as Customer does not reverse engineer or access the SkyBit Service to accomplish such activities; (iv) send spam or otherwise duplicative or unsolicited messages via the SkyBit Service in violation of applicable laws; (v) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy or intellectual property rights; (vi) send or store material containing software viruses, worms, Trojan horses or other Malicious Code; (vii) interfere with or disrupt the integrity or performance of the SkyBit Service or the data contained therein; or (viii) attempt to gain unauthorized access to the SkyBit Service or its related systems or networks.

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3. Ownership; Licenses

3.1 As between the parties, ZedX retains all ownership rights in the SkyBit Service and all Work Product, and Customer retains all ownership rights in Customer's Confidential Information. ZedX shall have a royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, worldwide, transferable, sublicensable license to use, copy, modify, or distribute, including by incorporating into the SkyBit Service, any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the SkyBit Service or the creation of new features or services.

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4. Your Responsibilities

4.1 You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the SkyBit Service, including those related to data privacy, international communications and the transmission of technical or personal data. ZedX reserves the right to impose and implement policies and procedures to promote the smooth operation of the SkyBit Service, and you agree to abide by such policies and procedures as implemented by ZedX. You shall: (i) notify ZedX immediately of any unauthorized use of any User identification name, password, or account or any other known or suspected breach of security; (ii) report to ZedX immediately and use reasonable efforts to stop immediately any unauthorized use, copying or distribution of the SkyBit Service that is known or suspected by you or your Users; and (iii) not impersonate another SkyBit Service Customer or User or provide false identity information to gain access to or use the SkyBit Service.

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5. Confidentiality

5.1 As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including pricing and other terms reflected in Product Order Forms, Customer Data, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to Disclosing Party (independent development must be shown by competent written evidence to have occurred without access to or review of Confidential Information); or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

5.2 Receiving Party shall not disclose any Confidential Information of Disclosing Party for any purpose outside the scope of providing or using the SkyBit Service, except with Disclosing Party's prior written consent or as otherwise required by law. This provision shall not be construed to prevent ZedX from employing data mining techniques for analyzing and using data within the SkyBit Service, including Customer Data, so long as such use is performed only in a way so that any such data is made anonymous and it is not disclosed in any form that permits such data to be related to any particular Customer or User. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes

aware of any actual or reasonably suspected breach of confidentiality of Disclosing Party's Confidential Information.

5.3 If either party is compelled by law to disclose Confidential Information of the other party, the party being compelled to disclose shall provide notice of such compelled disclosure (to the extent legally permitted) so the other party may contest the compelled disclosure.

5.4 If Receiving Party discloses (or threatens to disclose) any Confidential Information of Disclosing Party in breach of the confidentiality protections hereunder, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

5.5 Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request, return to the Disclosing Party or destroy (at the Disclosing Party's election) all materials containing such Confidential Information.

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6. Privacy & Security Policies

6.1 The privacy and security policies applicable to the SkyBit may be viewed at www.skybit.com/policies/privacy/. ZedX reserves the right to modify these privacy and security policies in its discretion from time to time, and to comply with applicable laws and regulations governing such matters.

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7. Account Information and Data

7.1 You, not ZedX, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and the right to use, all Customer Data submitted to the SkyBit Service. ZedX shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

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8. Intellectual Property Ownership

8.1 ZedX (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the technology behind and the content of the SkyBit Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the SkyBit Service, any ZedX Technology, or any intellectual property rights owned by ZedX. The ZedX name and logo, the SkyBit name, and the product names associated with the SkyBit Service are trademarks of ZedX, or third parties, and no right or license is granted to use them other than as part of the SkyBit Service. Should Customer desire that

Customer's logo or other identifying information appear on any reports or products of the SkyBit Service, Customer represents that Customer has the right to authorize ZedX to place such logos or identifying information on the SkyBit Service, and that placing such logos or identifying information on the SkyBit Service will not infringe any third party's intellectual property rights. Customer also grants to ZedX a royalty-free license to use any such logos or identifying information as part of providing the SkyBit Service to Customer.

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9. Third Party Interactions

9.1 In order to facilitate use of the SkyBit Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of manufacturers, advertisers or sponsors showing their goods and/or services through the SkyBit Service or in conjunction with the SkyBit Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. ZedX, and its licensors, shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. ZedX does not endorse any sites on the Internet that are linked through the SkyBit Service. ZedX provides these links to you only as a matter of convenience, and in no event shall ZedX or its licensors be responsible for any content, products, or other materials on or available from such sites. ZedX provides the SkyBit Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

9.2 Any SkyBit Service features that interoperate with other programs, hardware, services, or telecommunication devices depend on the continuing availability and proper operation of such programs, hardware, services, or devices. If any provider of such program, hardware, service, or device ceases to make the program, hardware, service, or device available on reasonable terms for the SkyBit Service, ZedX may cease providing the effected features if removing these features does not materially adversely affect or decrease the SkyBit Service without entitling you to any refund, credit, or other compensation.

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10. Consent to Conduct Business Electronically

10.1 By subscribing to the SkyBit Service, you agree that ZedX may conduct business transactions with you through electronic means. Any Product Order Forms or User Instruction Forms transmitted to ZedX electronically or by other means by an authorized User may be relied upon by ZedX as including your instructions regarding the SkyBit Service. You acknowledge and represent that your computer and software facilities comply with the minimum requirements to access and utilize the SkyBit Service electronically.

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11. Fees; Renewal

11. Unless ZedX and Customer agree otherwise, the fees stated in each Product Order Form shall be effective during the subscription term specified in that Product Order Form. Following such subscription term, ZedX and Customer may execute a new Product Order Form to continue the subscription to the SkyBit Service for a subsequent term. The fees or charges for any subsequent subscription term shall be as agreed upon between ZedX and Customer. All payment obligations are noncancelable and all amounts paid are nonrefundable.

11.2 Undisputed invoices are due within 25 days of receipt. Any payment not received from Customer by the due date (except for amounts then under reasonable and good faith dispute) may accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and may result in suspension of Customer's ability to access the SkyBit Service until payment is made. Customer shall reimburse ZedX for all reasonable, actual costs incurred by ZedX (including but not limited to attorneys fees and court costs) in collection of delinquent amounts not subject to a reasonable and good faith dispute.

11.3 Unless otherwise provided, ZedX's fees and charges for the SkyBit Service do not include any Taxes, and Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding Taxes based on ZedX's net income or property.

11.4 Customer shall reimburse ZedX for all reasonable, pre-approved and appropriately documented travel and related expenses incurred by ZedX in performing any implementation, support, training or other professional services for Customer.

11.5 All pricing terms are confidential, and you agree not to disclose them to any third party except to your attorneys, accountants, advisors, and consultants who have a need to know such information and are obligated to maintain the confidentiality of such information.

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12. Billing

12.1 You agree to provide ZedX with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and Subscription Administrator. You agree to provide ZedX with prompt notice of any change to this information. If the contact information you have provided is or becomes incorrect, false or fraudulent, ZedX reserves the right to terminate your access to the SkyBit Service in addition to any other legal remedies.

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13. Non-Payment and Suspension

13.1 ZedX reserves the right, upon no less than ten (10) business days prior written notice, to suspend or terminate this Agreement and your access to the SkyBit Service if your account becomes delinquent (falls into arrears). Even if you elect to discontinue usage of the SkyBit Service, you will continue to be charged in accordance with the amounts agreed to on any Product Order Form. If ZedX terminates this Agreement due to your non-payment, you will be obligated to pay the balance due on your account in accordance with the terms specified on any applicable Product Order Form. If Customer terminates this Agreement for cause based on a ZedX breach, such termination must be preceded by no less than ten (10) business days prior written notice to ZedX and ZedX's failure to cure the breach within such ten (10) day period, then usage fees will be prorated, and any pre-payments will be refunded to Customer.

13.2 ZedX reserves the right to impose a reconnection fee in the event your access to the SkyBit Service is suspended for any reason and you thereafter request access to the SkyBit Service. You agree and acknowledge that ZedX has no obligation to retain Customer Data following termination of this Agreement.

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14. Termination for Cause

14.1 Any breach of your payment obligations or unauthorized use of ZedX Technology or the SkyBit Service under your account will be deemed a material breach of this Agreement. Following ten (10) business days prior written notice, ZedX, in its sole discretion, may terminate you and all of your Users' access to the SkyBit Service if you breach or otherwise fail to comply with this Agreement. In addition, ZedX may terminate a free account at any time in its sole discretion.

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15. Term and Termination

15.1 This Agreement commences and ends on the dates specified in the applicable Product Order Form.

15.2 A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach by the other party and failure to cure the breach within such 30 day period; (ii) immediately upon written notice if the other party becomes the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; (iii) immediately if either party undergoes a change of Control in favor of a direct competitor of the other party; or (iv) as otherwise provided herein.

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16. Representations & Warranties

16.1 Each party represents and warrants that it has the legal power and authority to enter into this Agreement. ZedX represents and warrants that it will provide the SkyBit Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the SkyBit Service will perform substantially in accordance with the online help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the SkyBit Service and that your billing information is correct.

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17. Support

17.1 ZedX will provide second level standard support as part of the subscription fees for the SkyBit Service. Customer is responsible for first level support of its Users, which at a minimum shall include telephone support during Customer's normal business hours. If Customer's first level support cannot resolve an issue, then a Customer Contact may contact the ZedX support team for second level support. Customer may designate up to a maximum of five (5) Customer Contacts, who shall be the only individuals authorized to contact ZedX for support. ZedX has support personnel available 8:00 a.m. to 9:00 p.m. Eastern Time, Monday through Friday, excluding holidays. Each Customer Contact may submit up to five (5) support cases per month to ZedX; provided that support cases caused by ZedX or a failure of the SkyBit programming code to work properly shall not be counted against this limit.

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18. Service Level Warranty

18.1 Outside of Scheduled Maintenance and Emergency Maintenance, ZedX warrants at least 98% system availability of the SkyBit Service over any calendar month. Should ZedX fail to achieve 98% system availability in each of two (2) consecutive calendar months, Customer shall have the right to terminate this Agreement for cause. Customer agrees to notify ZedX of service outages that Customer intends to count against the service level warranty. Any Claims under this service level warranty must be made in good faith and by submitting a support case during the relevant period.

18.2 ZedX represents and warrants that (i) it will provide the SkyBit Service in a professional and workmanlike manner consistent with good industry standards and practices; (ii) the SkyBit Service shall conform in all material respects to the Documentation; (iii) the functionality of the SkyBit Service will not be materially decreased during a subscription term; (iv) the SkyBit Service and Work Product will not contain or transmit to Customer any Malicious Code (except for possibly any Malicious Code originating from Users); (v) ZedX owns or otherwise has sufficient rights in the SkyBit Service and Work Product to grant to Customer the rights granted herein; (vi) the SkyBit Service and Work Product do not knowingly infringe any intellectual property rights of any third party; and (vii) except as required by applicable law, it will not use or disclose Customer Data in original form to any third party for any purpose other than to provide the SkyBit Service or other services to Customer.

18.3 EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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19. Indemnification

19.1 You shall indemnify and hold ZedX, and its licensors, and each such party's parent organizations, subsidiaries, Affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees, expert fees, and court costs) arising out of or in connection with: (i) your use of the SkyBit Service, (ii) a claim alleging that use of your Customer Data infringes the rights of, or has caused harm to, a third party; (iii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iv) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that ZedX (a) gives written notice of the claim promptly to you; (b) allows you to participate in the defense and settlement of the claim; (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

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20. Disclaimer of Warranties

20.1 ZEDX, AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE SKYBIT SERVICE OR ANY CONTENT. ZEDX, AND ITS LICENSORS, DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SKYBIT SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SKYBIT SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SKYBIT SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SKYBIT SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SKYBIT SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ZEDX.

20.2 The SkyBit Service, because it is the result of computer-processed data that may be subject to collection, storage, transmission, and reading problems, is only an estimation of the true description or quantification of any physical phenomena. As such, it is subject to uncertainties due to these problems and the mathematical formulations and formats used to process data and to create the SkyBit Service, and due to the choice of spatial and temporal scales to dimensionally define the SkyBit Service (some of which are provided and input by Customers and Users, and over which ZedX has no control). Because of the inherent uncertainties, ZedX does not make any warranty regarding the accuracy of any SkyBit Service, and expressly make the following disclaimers of warranties:

20.3 Disclaimer of Informational Warranties. ZEDX DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES REGARDING THE INFORMATIONAL RIGHTS, SOFTWARE, TRADEMARK(S), OR DATA PROCESSING SERVICES OFFERED AS PART OF THE SKYBIT SERVICE, OR REGARDING ANY PERSON'S ABILITY TO HAVE ACCESS RIGHTS TO THE SKYBIT SITE MAINTAINED BY ZEDX. ZEDX EXPRESSLY DISCLAIMS AND THERE IS NO WARRANTY (IMPLIED OR OTHERWISE) AGAINST INTERFERENCE WITH ANY PERSON'S ENJOYMENT OF THE INFORMATIONAL RIGHTS, SOFTWARE, TRADEMARK(S), OR DATA PROCESSING SERVICES OFFERED AS PART OF THE SKYBIT SERVICE, OR REGARDING ANY PERSON'S ABILITY TO HAVE ACCESS RIGHTS TO THE SKYBIT SERVICE MAINTAINED BY ZEDX, OR AGAINST NONINFRINGEMENT OR MISAPPROPRIATION OF THE SAME. ZEDX ONLY MAKES A QUITCLAIM LICENSE OF SUCH RIGHTS AS ZEDX ACTUALLY POSSESSES IN THE INFORMATION, PRODUCTS, SOFTWARE, TRADEMARK(S), AND DATA PROCESSING SERVICES OFFERED BY AS PART OF THE SKYBIT SERVICE, OR REGARDING ZEDX'S GRANT OF ACCESS RIGHTS TO THE SKYBIT SERVICE.

20.4 Disclaimer of Software and Content Warranties. IN REGARD TO ANY COMPUTER PROGRAM(S) SUPPLIED BY ZEDX, ITS SUPPLIERS OR LICENSORS, ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR AN ORDINARY AND/OR INTENDED PURPOSE IS DISCLAIMED. IN REGARD TO ANY INFORMATIONAL CONTENT SUPPLIED BY ZEDX and/or ITS LICENSORS, THOSE PARTIES EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF ACCURACY IN THE INFORMATIONAL CONTENT.

20.5 Disclaimer of Integration Warranty. YOU UNDERSTAND AND AGREE THAT THE SKYBIT SERVICE REQUIRES MANY DIFFERENT PIECES OF HARDWARE, SOFTWARE, STORAGE MECHANISMS, AND COMMUNICATION SERVICES TO WORK TOGETHER, AND ZEDX EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF SYSTEM INTEGRATION OR THAT THE COMPONENTS, OR ANY OF THEM, WILL FUNCTION PROPERLY TOGETHER, EVEN THOUGH ZEDX, OR ITS DESIGNEE(S) MAY RECOMMEND CERTAIN PIECES OR COMPONENTS.

20.6 As Is. THE INFORMATIONAL CONTENT, INFORMATION, COMPUTER PROGRAMS, AND ALL OTHER ASPECTS OF THE SKYBIT SERVICE ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE USER. YOU

ACCEPT THE DISCLAIMER OF ANY APPLICABLE IMPLIED WARRANTIES PERTAINING TO THE SKYBIT SERVICE AND/OR ANY SKYBIT PRODUCTS, AND ACKNOWLEDGE THAT ZEDX DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES REGARDING THE SKYBIT SERVICE AND/OR ANY SKYBIT PRODUCTS.

20.7 TO THE EXTENT THAT YOU MIGHT OTHERWISE BELIEVE THAT ANY WARRANTIES, GUARANTEES OR REPRESENTATIONS HAVE BEEN MADE TO YOU OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU HEREBY AGREE THAT SUCH STATEMENTS, WHETHER MADE ORALLY OR IN WRITING, ARE TO BE CONSTRUED AS MERELY NONBINDING EXPRESSIONS OF OPINION RATHER THAN AFFIRMATIVE REPRESENTATIONS, OBLIGATIONS, GUARANTEES OR WARRANTIES.

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21. Internet Delays

21.1 THE SKYBIT SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ZEDX IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

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22. Limitation of Liability

22.1 IN NO EVENT SHALL ZEDX'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL ZEDX, AND/OR ITS LICENSORS, BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, YIELD, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SKYBIT SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SKYBIT SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SKYBIT SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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23. User Name/Password Control

23.1 You agree that you will implement appropriate security measures to ensure that only authorized users will have access to and enter data into the SkyBit Service. You agree to

cooperate with ZedX in the assignment of user name(s) and password(s) in order to promote the security and privacy policies applicable to the SkyBit Service. You agree to assign (or allow ZedX to assign) a separate and distinct user name and password to each authorized User who will have access to the SkyBit Service. Customer agrees to accept full responsibility for controlling dissemination of and access to user names and passwords that are assigned under the Customer's account. Customer agrees to use reasonable efforts to promptly notify ZedX of any deactivation of a User's affiliation with Customer, and any termination of employment of an authorized User, Customer Contact, and/or Subscription Administrator. The Parties acknowledge that failure of Customer to notify ZedX of such changes shall not constitute a material breach of this Agreement, but repeated conduct that shows a pattern of disregard for the seriousness and need to notify ZedX of changes in authorized Users may result in a breach provided ZedX gives ten (10) business days prior written notice to Customer. Customer further agrees that ZedX may disable any User name and/or password that appears to be engaging in suspicious activity pertaining to the SkyBit Service. Customer also agrees to inform and strictly enforce a "no sharing" policy pertaining to User names and passwords among employees of Customer.

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24. Local Laws and Export Control

24.1 The SkyBit Service uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. You acknowledge and agree that the SkyBit Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo, or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. The lists of embargoed countries and designated nationals are subject to change without notice. By using the SkyBit Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an embargoed country or designated national. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774.

ZedX and its licensors make no representation that the SkyBit Service is appropriate or available for use in other locations. If you use the SkyBit Service from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the content or data contained within the SkyBit Service contrary to United States law is prohibited.

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25. Modification to Terms

25.1 ZedX reserves the right to modify the terms and conditions of this Agreement or its policies relating to the SkyBit Service at any time, effective upon posting of an updated version of this Agreement on the SkyBit Service. You are responsible for regularly reviewing this Agreement. Continued use of the SkyBit Service after any such changes shall constitute your consent to such changes.

25.2 The failure of ZedX to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the relevant parties in a separate writing executed by an executive officer of the relevant party. This Agreement, together with any applicable Purchase Order Form, comprises the entire agreement regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties.

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26. Miscellaneous

26.1 If Customer is a U.S. federal government entity, ZedX provides the SkyBit Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the SkyBit Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be included in this Agreement.

26.2 Upon mutual agreement, either party may include the other's name and logo in customer or vendor lists. In addition, Customer agrees to serve as a reference upon reasonable request. Upon mutual agreement, Customer also agrees to host onsite reference visits, collaborate on a press release announcing the relationship upon signing, and collaborate on case studies and marketing collateral as Customer realizes a return on investment following successful deployment of the SkyBit Service.

26.3 The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third party beneficiaries to this Agreement.

26.4 Notices shall be in writing (email permitted) and effective upon receipt.

26.5 No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the amendment or waiver is to be asserted. To the extent of any conflict between these terms and conditions and any other schedule or attachment hereto, these terms and conditions shall prevail unless expressly stated otherwise. Notwithstanding any language to the contrary therein, no terms stated in a purchase order or in

any other order document (other than a Product Order Form or other mutually executed order document expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void.

26.6 No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.

26.7 Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's possession or reasonable control, and denial of service attacks.

26.8 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other (not to be unreasonably withheld). Notwithstanding the foregoing, (i) either party may assign this Agreement in its entirety (including all Product Order Forms hereunder), without consent of the other party, to its successor in interest in connection with a merger, reorganization, or sale of all or substantially all assets or equity not involving a direct competitor of the other party; and (ii) ZedX may assign its rights and obligations relating to implementation of the SkyBit Service to an Affiliate or partner. Any attempted assignment in breach of this section shall be void. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

26.9 This Agreement shall be governed exclusively by United States federal law, and the internal laws of the Commonwealth of Pennsylvania, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. All disputes arising out of or relating in any way to this Agreement and/or maintenance and operation of the SkyBit Service shall be resolved in an appropriate court or tribunal having jurisdiction over the parties.

26.10 This Agreement may be executed by electronic means.