SOFTWARE AS A SERVICE LICENSE AND HOSTING AGREEMENT

This Software as a Service License and Hosting Agreement (the "Agreement") is entered into as of the Start Date ("Effective Date") as shown on the proposal or if purchasing online, date of purchase, by and between **UNIFI Labs, Inc.,** ("UNIFI Labs"), and the customer ("Customer").

1. **SYSTEM ACCESS AND LICENSE GRANT.**

    1.1. **LICENSE GRANTS.**

        1.1.1. <u>By UNIFI Labs</u>. Subject to the terms and conditions of this Agreement and during the Term, UNIFI Labs hereby grants to Customer, and Customer accepts from UNIFI Labs, a non-exclusive, non-transferable (except as permitted in Section 10.5), non-assignable, worldwide right and license to access and use: (a) the software application(s), along with all associated database and other applications that are used to support the functionality of such software applications available at www.unifilabs.com, and/or via the mobile software application on mobile devices and referred to as "UNIFI" (collectively, the "Software"); (b) the server(s) on which UNIFI Labs has installed the Software for Customer's use (the "Host Server" and with the Software, the "System"); (c) any then-current published guides for the Software ("Documentation"); and (d) all equipment and connections maintained by UNIFI Labs or its hosting subcontractor solely to allow Customer to access the System and the Documentation (collectively with the System and the Documentation, the "Service") in order to enable Customer to upload, manage, process, and distribute certain information and data related to building information modeling for properties of Customer (the "Customer Data").

        1.1.2. <u>By Customer</u>. Subject to the terms and conditions of this Agreement, Customer hereby grants to UNIFI Labs, and UNIFI Labs hereby accepts from Customer, a non-transferable (except as permitted in Section 10.5), royalty-free license, during the Term to reproduce, translate, encode, publish, use, modify, display, perform and distribute the Customer Data for the purpose of providing the Service to Customer and fulfilling UNIFI Labs's obligations under this Agreement.

    1.2. **RESTRICTIONS.**

        1.2.1. Customer may use and reproduce the Documentation for its own internal use only provided that all titles, trademarks, trade names, copyright, restricted rights, and other proprietary notices of UNIFI Labs are retained.

        1.2.2. Customer shall not directly or indirectly, nor permit any party to, do any of the following: (i) copy, modify, create derivative works of, publish, sublicense, sell, market or distribute the System; (ii) reverse engineer, decompile, disassemble or otherwise attempt to gain access to the source code form of the System; (iii) use the System or associated documentation in violation of export control laws and regulations; (iv) remove any proprietary notices from the System, the Documentation or any other UNIFI Labs materials furnished or made available hereunder; (v) access the System in order to (x) build a competitive product or service, or (y) copy any features, functions or graphics of the System; (vi) make the System available to anyone other than Named Users; (vii) sell, resell, rent or lease the System, including, without limitation, use the System on a service bureau or time sharing basis or otherwise for the benefit of a third party; (viii) use the System to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (ix) use the System to store or transmit malicious code; (x) interfere with or disrupt the integrity or performance of the System or any data contained therein; (xi) attempt to gain unauthorized access to the System or their related data, systems or networks; (xii) publish or disclose to third parties any evaluation of the System without UNIFI Labs's prior written consent; (xiii) publish or disclose to third parties any data or information on Customer's results from using the System, without UNIFI Labs's prior written consent; or (ix) perform vulnerability, load or any other test of the System without UNIFI Labs's prior written consent.

2. **RESPONSIBILITIES.**

    2.1. **UNIFI LABS RESPONSIBILITIES.** During the Term and at no additional charge UNIFI Labs will:

        2.1.1. use commercially reasonable efforts to keep the System functioning properly;

        2.1.2. provide Documentation explaining how to access the System and use all functions of the Software;

        2.1.3. use commercially reasonable efforts to notify Customer at least forty eight (48) hours in advance of any scheduled maintenance and use commercially reasonable efforts to perform scheduled maintenance outside of Customer's normal business hours to provide the minimal amount of disruption.

    2.2. **CUSTOMER RESPONSIBILITIES.** During the Term, Customer shall be exclusively responsible for the following responsibilities:

        2.2.1. creating, modifying, entering or reentering Customer Data to keep the System functioning properly;

2.2.2.   Designating the individuals authorized by Customer to use the Service through the assignment of a single user ID, (each a "Named User");

2.2.3.   providing Named Users, which may include Customer's third-party vendors or suppliers ("Third Party Users") with login credentials to access the Service on Customer's behalf under the terms of this Agreement; and

2.2.4.   ensuring that all Named Users (including all Third Party Users) are informed about, and comply with, the terms and conditions of this Agreement.

3.   **OWNERSHIP.**

3.1.   **OWNERSHIP OF SYSTEM.** As between the parties, UNIFI Labs shall retain all title, copyright and IP Rights in the System, Documentation, and improvements thereto. Customer does not acquire any right, express or implied, in the System or Documentation other than those specified in this Agreement. For purposes of this Agreement, "IP Rights" means all forms of intellectual property rights and protections throughout the world, including, but not limited to, any (a) patents (including any patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof); (b) copyrights; (c) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (d) trade secrets; (e) rights in databases and designs (ornamental or otherwise); (f) moral rights, rights of privacy, rights of publicity and similar rights; and (g) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired, whether published or unpublished, arising under statutory law, common law, or by contract, and whether or not perfected, including all applications, disclosures and registrations with respect thereto**.**

3.2.   **OWNERSHIP OF CUSTOMER DATA.** UNIFI Labs acknowledges and agrees that, subject to Section 1.1.2 and Section 3.3 below, as between the parties, Customer owns all right, title, and interest in and to the Customer Data, including all IP Rights therein, irrespective of whether such Customer Data is stored via the Service or in any database created using the Service.

3.3.   **PRODUCT IMPROVEMENT AND RESEARCH.** Notwithstanding anything to the contrary contained in this Agreement, Customer hereby grants UNIFI Labs a royalty-free, perpetual, irrevocable right and license to copy, distribute, modify, use, and analyze any Customer Data submitted via the Service for the purpose of improving the System, analyzing usage of the System, developing related products and services or enhancements to the System; provided, however, that all Customer Data shall be treated as Confidential Information pursuant to Section 6 below.

3.4.   **RETURN OF CUSTOMER DATA.** Except as otherwise set forth or contemplated in Section 3.3 above, upon termination of this Agreement, UNIFI Labs shall promptly return Customer Data to Customer or destroy Customer Data in UNIFI Labs's possession.

3.5.   **SOFTWARE MODIFICATIONS.** UNIFI Labs shall retain all IP Rights in and to any modifications, enhancements or derivative works to the Software that contain or use any object code or source code of the Software (each a "Software Modification"), subject to the license rights granted to Customer.

3.6.   **USE OF CUSTOMER MARKS.** The parties agree that UNIFI Labs may use Customer's logo and/or trade name ("Customer Marks") in the user interface of the Software for referential purposes to accurately identify Customer (the "Permitted Use"). Customer hereby grants to UNIFI Labs a non-exclusive, non-transferable (except as permitted in Section 10.5), revocable, royalty-free license to use Customer Marks solely for the Permitted Use, or if used otherwise, even as agreed to by the parties, UNIFI Labs shall need the Customer's written consent. UNIFI Labs hereby acknowledges and agrees that all rights, title and interest in and to the Customer Marks are and shall remain the exclusive property of Customer and that any use thereof and goodwill associated therewith shall insure solely to the benefit of Customer. Nothing in this Agreement constitutes the grant of a general license to any Customer Marks.

4.   **PAYMENT.**

4.1.   **FEES.** All undisputed fees ("Fees") are due and payable, in U.S. dollars, as described in the Fee Schedule, within thirty (30) days of receipt of an UNIFI Labs invoice by Customer.

4.2.   **TAXES.** The Fees do not include taxes; if UNIFI Labs is required to pay sales, use, or other taxes based on the Service in this Agreement then such taxes shall be billed to and paid by Customer. This Section 4.2 shall not apply to taxes based on UNIFI Labs's income or revenues of UNIFI Labs or for goods or services used or consumed by UNIFI Labs in connection with providing the Service under this Agreement.

4.3.   **EXCESS USAGE.** Customer acknowledges and agrees that:

4.3.1.   use of the Service by Customer is restricted to the number of Named Users listed in the Fee Schedule (the "Usage Cap");

4.3.2.   In the event that Customer exceeds the Usage Cap by more than 25% for any given calendar month during the Term ("Excess Usage"), UNIFI Labs shall issue Customer with a notice of such excess usage ("Excess Usage

Notice"), provided, however, that UNIFI Labs shall not suspend or restrict Customer's use of the Service as a result of such Excess Usage except in accordance with Section 4.3.3 below;

4.3.3.   In the event that Customer exceeds the Excess Usage for either: (a) any three sequential calendar months, or (b) any four non-sequential calendar months during the Term, then UNIFI Labs shall issue Customer with a notice of its intent to terminate Customer's access to and use of the System within thirty (30) business days following the date of such notice ("Termination Notice") unless Customer agrees to, and promptly pays to UNIFI Labs, an adjustment to the Fees proportionate to the Excess Usage at the per-Named User rate set forth the Fee Schedule ("Excess Usage Fees").

4.3.4.   In the event that the Excess Usage Fee remains unpaid thirty (30) days from the date of the Termination Notice, UNIFI Labs may, in its sole discretion, suspend or terminate access to the Service by Customer or any Named User without any liability to Customer. In the event of such termination or suspension, all prepaid fees shall be non-refundable and shall be deemed by both Parties to be a fair and reasonable estimation of the liquidated damages incurred by UNIFI Labs as a result of Customer's continued Excess Usage.

5. **TERM AND TERMINATION.**

5.1.   **TERM.** This Agreement shall be effective upon the Effective Date and, unless terminated earlier as set forth herein, shall remain in full force and effect for the initial term, specified in the Fee Schedule (the "Initial Term"), unless earlier terminated as provided herein.

5.2.   **RENEWAL TERM AND RENEWAL FEES.** Sixty (60) days prior to the expiration of the Initial Term, UNIFI Labs shall provide Customer with a notice ("Usage Notice") of the average number of Named Users that actually used the Service during each calendar month since the Effective Date ("Actual Usage") along with a proposed adjustment to the Fees proportionate to any difference between the Actual Usage and the Usage Cap for the Initial Term. In the event that Customer does not provide a notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Term, this Agreement shall be renewed automatically for an additional period equal to that of the renewal term period set forth in the Fee Schedule ("Renewal Term") and the Adjusted Fees shall be immediately due and payable by Customer to UNIFI Labs. Thereafter, the foregoing process shall repeat for each Renewal Term. The Initial Term and any Renewal Terms are collectively referred to as the "Term".

5.3.   **TERMINATION.**

5.3.1.   For Breach. Either party will have the right to terminate this Agreement for breach of any material term or condition of this Agreement and failure to cure such breach within thirty (30) days after written notice, or in the event the other party becomes Insolvent.

5.3.2.   For Insolvency. Either party may terminate this agreement upon written notice if: (a) the other party becomes insolvent, or voluntary or involuntary proceedings are instituted by or against such other party under any federal, state, or foreign bankruptcy or insolvency laws, and, in the case of involuntary proceedings commenced against such party, such proceedings are not terminated within sixty (60) days; (b) if the other party makes an assignment for the benefit of creditors; if the other party ceases to operate as a going concern; or (c) if a receiver is appointed for such other party.

5.3.3.   For Convenience. Customer may terminate this Agreement for convenience upon ninety (90) days written notice to UNIFI Labs; *provided, however*, that all amounts prepaid to UNIFI Labs for any Term shall be non-refundable and non-returnable regardless of any early termination by Customer pursuant to this Section.

5.4.   **EFFECT OF TERMINATION.** In addition to any other obligations of the parties set forth herein, except as otherwise set forth or contemplated in Section 3.3 above, upon expiration or termination of this Agreement each party shall promptly return or destroy the Confidential Information of the other party.

6. **WARRANTIES, REPRESENTATIONS AND DISCLAIMER.**

6.1.   **UNIFI LABS WARRANTIES. UNIFI LABS REPRESENTS AND WARRANTS TO CUSTOMER THAT:**

6.1.1.   UNIFI Labs has the corporate power and authority to enter into this Agreement;

6.1.2.   UNIFI Labs is the owner of or licensee of all rights necessary and appropriate to grant the rights hereunder;

6.1.3.   the Service, including the Software and System, will perform substantially in accordance with the Documentation;

6.1.4.   UNIFI Labs will not violate any agreements with any third party as a result of performing its obligations under this Agreement; and

6.1.5.   the Documentation shall be sufficient to allow a user qualified in the subject matter of the application to use the Service.

6.2.	**CUSTOMER WARRANTIES. CUSTOMER REPRESENTS AND WARRANTS TO UNIFI LABS THAT:**

6.2.1.	Customer has the corporate power and authority to enter into this Agreement;

6.2.2.	Customer is the owner of or licensee of all rights in the Customer Data as necessary and appropriate to grant the rights hereunder;

6.2.3.	Customer shall not use the Service in any manner that is deceptive, unlawful, or otherwise in violation of any law;

6.2.4.	Customer will not violate any agreements with any third party as a result of performing its obligations under this Agreement; and

6.2.5.	There are neither pending nor threatened, nor to the best of Customer's knowledge, contemplated, any suits, proceedings, actions, or claims which would materially affect or limit the rights granted to UNIFI Labs under this Agreement.

6.3.	**DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, UNIFI LABS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICE, AND UNIFI LABS DISCLAIMS ALL EXPRESS WARRANTIES AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT UNDER THE UCC. UNIFI LABS DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS.**

7.	**CONFIDENTIAL INFORMATION.**

7.1.	**DEFINITION.** As used in this Agreement, the term "Confidential Information" shall mean any and all information prepared or delivered to the receiving party by the disclosing party or its representatives (including information or data received by the disclosing party from a third party and as to which the disclosing party has confidentiality obligations), that (a) is marked or designated by the disclosing party as "confidential" or "proprietary;" (b) is disclosed orally or visually provided that such information is identified at the time of such disclosure as proprietary or confidential, and that within thirty (30) days thereafter a written summary of such oral and visual disclosure bearing the aforesaid type of label or legend, is provided to the receiving party; or (c) is known to the receiving party, or should be known to a reasonable person given the facts and circumstances of the disclosure, as being treated as confidential or proprietary by the disclosing party. UNIFI Labs's Confidential Information includes the amount of the Fees as described in the Fee Schedule. For the avoidance of doubt all Customer Data shall, at all times, constitute the Confidential Information of Customer, except for such Customer Data that Customer chooses to make generally available to Third Party Users via the Service ("Shared Data"). For the avoidance of doubt, the Parties acknowledge and agree that UNIFI Labs shall have no liability with respect to such Third Party Users' access to or use of Shared Data and Customer shall be solely responsible for the actions of all Third Party Users with respect to their use of the Service or any Shared Data.

7.2.	**OBLIGATIONS.** Each party acknowledges that it may have access to Confidential Information of the other party. Each Party agrees to keep the Confidential Information of the other party confidential and to take all reasonable precautions, at least to the same degree of care and precautions the recipient would take to protect the confidential nature of its own information, not to disclose, copy, distribute or otherwise disseminate the Confidential Information to any third parties. The receiving party may disclose the Confidential Information only to those employees, agents and subcontractors who have a legitimate business reason to have such access for purposes of performing its obligations under this Agreement, and are subject to the requirement to abide by a non-disclosure agreement substantially similar to this Agreement's non-disclosure obligations.

7.3.	**EXCLUSIONS.** Except for Customer Data, the obligations of this Section shall not apply to information (a) which is published or available to the public other than by breach of this Agreement; (b) otherwise rightfully received by the non-disclosing party from a third party without obligations of confidentiality; (c) independently developed by the non-disclosing party's employees having no access to the disclosed information; (d) known to the non-disclosing party before receiving the Confidential Information from the disclosing party under this or any prior agreement of the parties; (e) disclosed by the disclosing party to a third party without restrictions; (f) is disclosed under operation of law; or (g) is disclosed by recipient with discloser's prior written approval.

7.4.	**INJUNCTIVE RELIEF.** Each Party acknowledges and agrees that the other Party would be irreparably harmed if any Confidential Information of the disclosing party were to be disclosed to third parties, or if any use were to be made of such Confidential Information other than that permitted under this Agreement, and further agrees that the disclosing party shall have the right to seek injunctive relief upon any violation or threatened violation of the terms of this Section, in addition to all other rights and remedies available at law or in equity, without having to post a bond or other security.

7.5.	**RETURN OF CONFIDENTIAL INFORMATION.** Except as otherwise set forth or contemplated in Section 3.3 above, upon the termination, cancellation or expiration of this Agreement for any reason or upon the reasonable request of

Customer, all Confidential Information, together with any copies that may be authorized herein, shall be returned to Customer or, if requested by Customer, certified destroyed by UNIFI Labs.

8. **INDEMNIFICATION.**

    8.1. **BY CUSTOMER.** Customer shall indemnify, defend and hold harmless UNIFI Labs from and against any and all claims, suits, actions, or other proceedings for any loss or damage (including reasonable attorney's fees) brought by third parties against UNIFI Labs to the extent: (a) based on or arising from any claim that the Customer Data, or the use thereof in accordance with this Agreement, infringes or constitutes a wrongful use of any third party's IP Rights, or any right of publicity or privacy, or is fraudulent, deceptive, libelous or defamatory; or (b) caused by, relating to or arising out of the unlawful activity, deceptive or unfair trade practices, gross negligence or willful misconduct of Customer in connection with the subject matter of this Agreement.

    8.2. **BY UNIFI LABS.** UNIFI Labs shall indemnify, defend and hold harmless Customer from and against any and all third party claims to the extent resulting from the System's actual or alleged infringement of a third party's IP Rights.

    8.3. **INDEMNIFICATION PROCEDURES.** Each party will notify the other in writing of any third party claim within ten (10) business days of receipt of the claim. The indemnifying party will control the defense of the claim. The indemnifying party will obtain the other party's prior written approval of the indemnifying party's choice of legal counsel and any settlement or compromise of a claim. The indemnified party will not unreasonably withhold or delay its approval of the indemnifying party's selection of counselor of the request for settlement or compromise. The indemnified party will assist and cooperate in the defense as reasonably requested by the indemnifying party and at the indemnifying party's expense. If the indemnifying party fails to notify the indemnified party of indemnifying party's intent to take any action within ten (10) business days after receipt of a notice of a claim, or to proceed in good faith with the prompt resolution of the claim, the indemnified party, with prior written notice to the indemnifying party and without waiving any rights to indemnification, may defend or settle the claim without the indemnifying party's prior written consent. In this event, the indemnifying party will reimburse the indemnified party on demand for all damages incurred by the indemnified party in defending or settling the claim, including legal fees and costs.

9. **LIMITATION OF LIABILITY.**

    9.1. **UNIFI LABS WILL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST SAVINGS, OR ANY INCIDENTAL, SPECIAL, OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF UNIFI LABS IS INFORMED OF THEIR POSSIBILITY (SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY).**

    9.2. **IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY CONTAINED HEREIN, UNIFI LABS'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID TO UNIFI LABS BY CUSTOMER DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.**

10. **MISCELLANEOUS.**

    10.1. **GOVERNING LAW.** The parties disclaim the application of the United Nations 1980 Convention on contracts for the International Sale of Goods. This Agreement is governed by the laws of the State of Nevada, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Nevada. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Las Vegas, Nevada. Notwithstanding the above, nothing in this Agreement shall be deemed as preventing a party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute as necessary to protect that party's name, proprietary information, trade secrets, know-how, or any other intellectual property or proprietary rights.

    10.2. **PARTIAL INVALIDITY.** If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. A valid provision, which most closely approximates the intent and economic effect of the invalid provision, will be substituted.

    10.3. **REMEDIES CUMULATIVE.** All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term.

    10.4. **NOTICE.** All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when emailed to the email addresses set forth on the Fee Schedule.

10.5.   **ASSIGNMENT.** Neither party may assign its rights under this Agreement without the prior written consent of the other party. Any assignment permitted hereunder will be subject to the written consent of the assignee to all of the terms and provisions of this Agreement. Any attempted assignment in derogation of this section will be null and void. Notwithstanding the foregoing, either party may, without consent, assign its rights under this Agreement to any person or entity in connection with a merger, acquisition, divestiture, or sale of all or substantially all of its assets to which this Agreement relates.

10.6.   **RELATIONSHIP.** Nothing contained in this Agreement is intended to constitute Customer and UNIFI Labs as partners or joint ventures, or the employees, agents, or representatives of one another. UNIFI Labs is acting solely as an independent contractor and not as an agent of Customer. Neither party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other unless otherwise expressly agreed to in writing signed by both parties. Nothing contained in this Agreement is intended to give rise to a partnership or joint venture between the Parties or to impose upon the Parties any of the duties or responsibilities of partners or joint ventures. Except as so authorized, UNIFI Labs agrees to indicate to any third party vendor or customer who is or may be doing business with Customer, as appropriate, that UNIFI Labs has no authority to bind Customer. Persons furnished by UNIFI Labs shall be solely the employees or agents of UNIFI Labs and shall be under the sole and exclusive direction and control of UNIFI Labs. Customer and UNIFI Labs understand and agree, for purposes of federal and state law, that UNIFI Labs will not be treated as an employee of Customer; rather, UNIFI Labs is to be treated as an independent contractor.

10.7.   **FORCE MAJEURE.** Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authorities, Act of God or by the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of such party.

10.8.   **SURVIVAL.** The termination or expiration of this Agreement for any reason shall not affect a party's rights or obligations that expressly or by their nature continue and survive (including, without limitation, the payment terms and the provisions concerning ownership, confidentiality, limitation on liability, indemnity and the warranty disclaimers).

10.9.   **ENTIRE AGREEMENT.** This Agreement, the Fee Schedule, the UNIFI Labs Privacy Policy and the UNIFI Labs Terms of Service constitute the entire agreement between Customer and UNIFI Labs relating to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written communications. This Agreement may only be modified in writing, signed by a duly authorized representative of the parties.