

TERMS OF SERVICE

Active Calendar by Active Data, Inc.

PLEASE CAREFULLY READ THESE TERMS OF SERVICE ("TERMS"). BY AGREEING TO THESE TERMS OR USING A SERVICE, YOU AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE ANY SERVICES. IF YOU AGREE ON BEHALF OF A COMPANY OR ORGANIZATION, YOU REPRESENT TO US THAT YOU HAVE ACTUAL AUTHORITY TO BIND THE COMPANY OR ORGANIZATION TO THESE TERMS.
Last Revised: November 24, 2014

1. ABOUT THESE TERMS.

- 1.1 As noted above, by accepting or using any Service, you agree to all of the Terms of Service. Active Data may provide an updated version of these Terms to you by posting it on the Service or by sending a copy via email. If you choose not to be bound by any new or subsequent version of these Terms, please terminate your account with Active Data promptly thereafter, and the most recent version of these Terms prior to your terminating your account shall control.
- 1.2 The following terms have the following meanings.

"Active Data" or "we" or "us" or "our" means Active Data, Inc.

"Administrator" means the person authorized by a Customer to administer one or more Sites on behalf of the Customer.

"Application Programming Interface" or "API" means the standards and code that may be used to share data between one or more Sites and another information technology service, such as the Customer's own systems.

"Buyer" means anyone who buys a Ticket or other Product.

"Calendar" means a list of Events, generally organized chronologically. Multiple Calendars may be owned by a Customer and administered by one or more Administrators.

"Content" means information and data in any and all formats, including text, links, photographs and graphics.

"Customer" means the person, company or organization entering these Terms of Service with Active Data.

"Error" means a reproducible failure of a Service to perform in substantial conformity with the Service's specifications as set forth in Active Data's current documentation.

"Event" means an activity, occasion or occurrence that can be entered into a calendar Site.

"Fee" means any amount payable to Active Data for any Services provided pursuant to these Terms.

"Mark" means a trademark or service mark associated with a good or service, in accordance with applicable law.

"Master Calendar" means a Site that aggregates Content from two or more Calendars.

"Organizer" means the person or entity that organizes, runs and is responsible for an Event or the sale of a Product. The default is that the Customer is the Organizer of each Event or the Seller of each Product, but the Administrator may allow a User to be an Organizer.

"Payment Gateway" means a third-party provider of payment services that will collect payments for Tickets and other Products.

"Privacy Policy" means Active Data's statement of data privacy practices.

"Private Calendar" means a Calendar that may be viewed only by Users approved by the Administrator.

"Private Content" means Content on or associated with a Private Calendar.

"Product" means any goods or services that can be sold via a Site, including Tickets.

"Public Calendar" means a Calendar that is not a Private Calendar.

"Public Content" means Content on or associated with a Public Calendar.

"Schedule" means one or more documents that may be updated by Active Data from time to time that states each Service offered by Active Data, the specifications for the Service, and the fees for the Service.

"Service" means a service currently offered by Active Data to Customers, Organizers, Users and Visitors pursuant to the Terms, generally as specified in one or more Schedules to the Terms.

"Site" or "Calendar Site" means the website for each Calendar.

"Support" means assistance provided by Active Data regarding the use of the Services.

"Terms" means these Terms of Service, plus any other documents currently made a part of the binding contract with Active Data, including the Privacy Policy and any Schedules.

"Ticket" means the right to attend an Event. A Ticket may be available for free or there may be a charge associated with attending the Event as set by the Organizer. Tickets are a type of Product.

"User" means each person who registers with Active Data to establish a login identification and a password, and is granted privileges by a Site Administrator.

"Visitor" means each person who visits or uses a Site.

"You" and "your" mean each Customer, Administrator, Organizer, Buyer, User and Visitor.

1.3 The following matrix shows the rights for each type of user.

<u>Type</u>	<u>Access Private Calendars</u>	<u>Add Events</u>	<u>Buy Tickets and Other Products (Can Be a Buyer)</u>	<u>Upload Content</u>
Administrator	Yes	Yes	Yes	Yes
User	Yes, if approved by Administrator	No (may be permitted by Administrator)	Yes	Yes
Visitor	Yes, if approved by Administrator	No (may be permitted by Administrator)	Yes	No (may be permitted by Administrator)

2. **CALENDAR SERVICES.** Active Data's Active Calendar Service is an online calendar for organizations of all sizes.

- 2.1 Each Customer appoints and authorizes one or more Administrators to access and use each Calendar (and any Master Calendars) on behalf of the Customer. Customer is responsible for the actions of each of its Administrators and registered Users and Visitors.
- 2.2 Each Customer's Administrator may establish multiple Calendar Sites, publish Events on each calendar Site, and aggregate multiple Calendars into a Master Calendar. For each Calendar or Site, the Administrator may set privileges for User and Visitor access to a Private Calendar or a Public Calendar, including whether Users or Visitors may serve as Organizers of Events or sell Products. An Administrator may also configure the rights for whether Users or Visitors will share a single sign-on for each Calendar with the sign-on for another system independent of the Service. Active Data reserves the right to charge Fees for its Services.
- 2.3 Active Data makes available an API for the sharing of data with other services, such as Customer's information technology systems.
- 2.4 Active Data currently provides different sets of Services as stated in the Fee Schedule. Active Data reserves the right upon no less than ten calendar days' prior notice to Customer to modify the Services it provides or the Fees it charges.
- 2.5 Active Data reserves the right to terminate access to the Service for any person or entity that fails to comply with this Terms or any Schedule, or is otherwise disruptive, in Active Data's sole discretion. Active Data shall have no liability for any termination under this subsection.
- 2.6 Each entity that is not a person (e.g., corporation, limited liability company, etc.) must provide current and complete contact and legal information, including where applicable the formal name, registered address, current address, and type of entity. Each individual person must provide current, accurate and complete name, postal address, electronic mail address, and other information requested by or for a Service. Each individual person (other than Visitors) must be either be at least 18 years old or, if under age 18, a parent or guardian must sign on the individual person's behalf.
- 2.7 The amount and type of Support provided by Active Data depends on the Services chosen by Customer. For more information on Support Services and Support plans, see www.activecalendar.com/support.

3. **SALES OF TICKETS AND OTHER PRODUCTS.**

- 3.1 Each Customer may sell Products, including Tickets for an Event, t-shirts and other items.
- 3.2 Each Customer, Organizer and Buyer is required to comply with the terms of each Payment Gateway. Customer shall be the merchant of record, except for the Free Version of the Service, in which case Active Data is the merchant of record.
- 3.3 Customer agrees that it will be solely responsible for the sale of each Ticket and other Product, and shall be solely responsible for the assessment, collection and remittance of sales tax or other applicable taxes.
- 3.4 Customer shall also be responsible for complying with each statute, regulation, law and other requirement of each jurisdiction in which Customer offers or sells each Ticket or other Product. For clarity, Customer may not offer or sell via any Calendar or other Site any Ticket or other Product that is prohibited by any applicable law, regulation or legal requirement.
- 3.5 Customer shall be solely responsible for all refunds, returns and chargebacks. The Customer or Organizer of each Ticket or other Product shall set the refund and return policy for that Ticket or other Product, which may be implemented through the Service or independent of the Service.
 - 3.5.1 If refunds are implemented through the Service, any fees collected through the Service and paid by the Customer will not be refunded by Active Data. The Customer will be refunded only the cost of the Ticket or other Product, excluding fees associated with that Ticket or Product.
 - 3.5.2 If desired, refunds can be configured to include the cost of the Ticket or other Product, including fees associated with that Ticket or Product. By use of this configuration you agree to, and assume responsibility for, funding the full amount of the refund, including fees in the event the refund exceeds the revenue collected by your Organization for the Ticket or Product as Active Data's fees are not refundable.
- 3.6 For each sale of each Product, Active Data shall serve only as a service provider to Customer. Active Data reserves the right to charge Fees for each Ticket or other Product sold or provided pursuant to these Terms, as well as any other transaction, including refunds and returns.
- 3.7 Each Buyer that seeks a refund or return, or institutes a chargeback, must communicate with the Organizer or the Customer to obtain a refund or return, or process a chargeback. Except as directed by a Customer or Organizer, Active Data shall have no role in any refund, return or chargeback.

4. **CONTENT.** The Content includes all information on or about the Services, including data uploaded about each Event and each Product.

- 4.1 Customer grants Active Data a transferable, irrevocable, sublicenseable, non-exclusive right and license to access, use, publish and broadcast the Content and derivative works of the Content provided to Active Data for use in or with the Service (the "Content License"). The Content License is perpetual for all Public Content. The Content License for Private Content terminates when the Customer terminates its account with us.

4.2 Any and all rights that Customer may have in its Content are owned by Customer. Customer reserves all of its rights in its Content not expressly authorized by Customer.

4.3 Customer acknowledges that Active Data may take down or remove from a Calendar any Content at any time for any reason, including in compliance with court orders and regulatory processes.

5. **ONLINE CONDUCT.**

5.1 Each Customer, Administrator, Organizer, User, Visitor and Buyer agrees to be on their best behavior while interacting on and through each Calendar and Site.

5.2 Prohibited conduct includes the following:

- Misusing an account or login credentials, such as using another person's credentials without permission or signing up as some other person.
- Assuming the identity of another real person, or using a fake identity, or falsely claiming an affiliation with or representation of an organization.
- Selling or offering to sell any product or service in violation of any applicable law, regulation or requirement.
- Selling or facilitating the sale of any lottery, raffle, contest or sweepstakes in violation of any applicable law, regulation or requirement.
- Facilitating or implementing gambling or gaming under any circumstances.
- Uploading or transmitting any Content that violates any applicable law, regulation or requirement, including any violation of copyright, trademark, trade secret or other intellectual property laws.
- Communicating in a threatening, harassing, abusive, defamatory, hateful, obscene, or objectionable manner.
- Uploading or transmitting any personally-identifiable information or other personal information of another person without the right or permission to do so.
- Attempting to Interfere with or disrupt the operation of the Services, including by forging headers, uploading or transmitting any virus or other malware, attempting to modify or reverse engineer any Calendar or Site, or exceeding authorized access to the Services.
- Advertising or promoting any person, business or organization unrelated to or unaffiliated with the Customer, Administrator or Organizer of a Calendar or other Site.

5.3 Active Data reserves the right to suspend or terminate any account at any time, with or without warning, for prohibited conduct or other bad behavior, all in Active Data's sole discretion.

6. **INTELLECTUAL PROPERTY RIGHTS**

6.1 Each Service, including where applicable its text, graphics, structure, sequence, organization, APIs, executable code and source code, and the ideas and expressions thereof which are contained therein, is acknowledged by you to be proprietary information and trade secrets of Active Data. Except as stated in these Terms or as authorized in writing by Active Data, no one may in any manner or form disclose, provide, or otherwise make available, in whole or in part, any Service, documentation or any other proprietary information of Active Data to any other person. You agree to use at least the same degree of care in protecting the proprietary nature of such information and materials that you exercise in protecting your own trade secrets and proprietary information and materials, and in no event less than a reasonable standard of care.

6.2 You may not sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer any Service or any component thereof, or use any Service for any purpose or in any manner not expressly permitted by these Terms.

6.3 Any distribution, copying, modification or transfer of any Service not expressly authorized by these Terms or another document signed by Active Data is strictly forbidden. Any rights in any Service not expressly granted by Active Data are reserved by Active Data.

6.4 Customer retains any and all ownership or other rights in the Content it provides to Active Data, subject to the other provisions of these Terms.

6.5 Each party to these Terms may own one or more Marks for its goods and services. Any and all use of a party's Mark in connection with these Terms, and the goodwill generated thereby, shall inure to the benefit of the party that owns the Mark.

7. **ALLEGATIONS OF COPYRIGHT INFRINGEMENT (DMCA).** Active Data respects the intellectual property rights of others and requires that Customers, Administrators, Organizers, Users, Visitors and Buyers do the same. Any person who believes that any Content on any Calendar or other Site, or otherwise associated with the Services infringes that person's copyright or the copyright of another person or organization may notify our agent designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "DMCA") to respond to such concerns, via postal mail, email or the Site. Each notice requesting the removal of Content must comply with the provisions of the DMCA (a "Takedown Notice" as defined in the DMCA). Upon receipt of a compliant takedown notice, we will respond and proceed in accordance with the DMCA. In addition, in accordance with the DMCA, we will notify the person or entity responsible for the allegedly-infringing material, and person or entity may request that we restore the material to public view (a "Counter Notice" as defined in the DMCA). Our contact information for a Takedown Notice or Counter Notice is Active Data, Inc., Attn: DMCA, 190 Brodhead Road, Suite 300, Bethlehem, PA 18017, U.S.A. or by email to copyright@activedatax.com.

8. **LIMITED WARRANTIES AND INDEMNITIES.**

8.1 Each party represents and warrants to the other party that (a) it has full power and authority to undertake the obligations set forth in these Terms, (b) the person signing these Terms on its behalf has been authorized by the party to do so, and (c) it shall comply with all applicable international, national, governmental, quasi-governmental and/or local laws and regulations in performing its duties hereunder and in any of its dealings with respect to the Services.

- 8.2 Active Data represents and warrants that the Service shall operate substantially in accordance with the current documentation provided by Active Data; provided, however, that the foregoing warranty is expressly contingent (and shall otherwise be void) upon use of the Services strictly in accordance with Active Data's specifications and without misuse, damage, alteration, or unauthorized modification thereto. As your exclusive remedy for any defect, non-conformity or other Error in a Service during these Terms, you may obtain Support services from Active Data for the support, repair or replacement of the Service containing such defect, non-conformity or Error. Active Data may repair or replace any code or other issue causing any Error in the Service. The foregoing constitutes your sole and exclusive remedy for breach by Active Data of any warranties regarding defects, non-conformities or other Errors in a Service.
- 8.3 Active Data warrants during these Terms to the best of Active Data's actual knowledge, the Service does not infringe any valid patents, copyrights, trademarks, or other proprietary rights of any third parties. Active Data shall defend, indemnify, and hold harmless each Customer, its officers, agents, and employees from and against any claim, loss, damage, or expense (including court costs and reasonable attorney's fees) brought in a court or other tribunal in the United States by an unaffiliated third party against Customer and arising out of any breach of this subsection which results directly from Customer's own internal use of the Service in compliance with these Terms.
- 8.4 Active Data's indemnity provided under this Section shall not apply to any claim of infringement if (i) Customer is using a form of the Service that has been modified without Active Data's approval, to the extent such claimed infringement could have been avoided by use of an unmodified form of the Service; or (ii) the Service has been combined, operated or used with other software or data supplied without Active Data's prior written approval, to the extent such claimed infringement could have been avoided by the use of the Service without such other software or data.
- 8.5 Customer warrants during these Terms (i) to the best of Customer's actual knowledge, the Content does not and will not infringe any valid patents, copyrights, trademarks, or other proprietary rights of any third parties; (ii) any and all sales of Tickets or other Products will not violate any applicable laws or regulations; (iii) Customer shall be responsible for the assessment, collection and remittance of all sales and other taxes generated by the sales of Tickets and other Products; and (iv) the actions or omissions of Customer, its Administrators, Organizers, Users and Visitors shall not breach these Terms or infringe or breach the rights of any third party. Customer shall defend, indemnify, and hold harmless Active Data, its officers, agents, employees, and authorized contractors from and against any claim, loss, damage, or expense (including court costs and reasonable attorney's fees) brought in a court or other tribunal by an unaffiliated third party against Active Data and arising out of any breach of this subsection.
- 8.6 Anyone seeking indemnification (each, an "indemnitee") shall provide the indemnifying party (the "indemnitor") with (i) prompt written notice of the existence of such claim, suit, action or proceeding; (ii) sole control over the defense or settlement of such claim; and (iii) assistance at the indemnitor's request to the extent reasonably necessary for the defense or settlement of such claim or suit. Once the indemnitor has assumed the defense of an indemnitee, the indemnitee may nevertheless choose counsel to represent the indemnitee and participate in the defense or settlement of the claim in an advisory capacity, but solely at the indemnitee's expense. The indemnitor may not settle or compromise a claim against an indemnitee by admitting liability or assessing damages on behalf of the indemnitee without the indemnitee's prior written permission.
- 8.7 THE INDEMNIFICATION PROVISIONS OF THESE TERMS CONSTITUTE ACTIVE DATA'S SOLE LIABILITY, AND THE SOLE RECOURSE OF EACH CUSTOMER, ADMINISTRATOR, ORGANIZER, USER, VISITOR AND BUYER IN RESPONSE TO ANY ALLEGATION OF ANY INFRINGEMENT OF THIRD-PARTY RIGHTS BY THE SERVICES OR ACTIVE DATA.
9. **DISCLAIMER OF WARRANTY.** EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY STATED IN THESE TERMS, EACH SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ACTIVE DATA DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACTIVE DATA DOES NOT WARRANT OR REPRESENT THAT ANY SERVICE WILL BE FREE FROM ERRORS, OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL WORK WITH ANY SOFTWARE, DATA OR EQUIPMENT, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SERVICE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. IN NO EVENT SHALL ACTIVE DATA BE LIABLE FOR ANY INDIRECT, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY SERVICE OR THESE TERMS, HOWEVER CAUSED, EVEN IF ACTIVE DATA HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. ACTIVE DATA SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER OR HOWSOEVER CAUSED ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE SERVICE, OR ANY COMPONENTS THEREOF, OR OTHERWISE, EXCEPT AS OTHERWISE EXPRESSLY STATED IN THESE TERMS. ACTIVE DATA WILL NOT BE RESPONSIBLE TO PROVIDE SUPPORT FOR ANY SERVICE THAT CUSTOMER OR ANY THIRD PARTY HAS ATTEMPTED TO MODIFY.
10. **LIMITATION OF LIABILITIES.** The liability of Active Data under these Terms for any claim whatsoever related to any Service or these Terms, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the greater of the total amount of fees paid by Customer to Active Data hereunder in the one-year period next preceding the claim. Active Data shall not be liable to you or any other person or entity (or anyone claiming under or through you or any other person or entity) for incidental, indirect, special or punitive damages arising from these Terms (including loss of profits, use, data or economic advantage) regardless of whether previously advised of the possibility of such damages, claims or demands.
11. **FEES AND TAXES.** Customer shall pay Active Data's non-refundable Service fees in the amounts and on the terms set forth in Active Data's current Fee Schedule. Most Ticket and other Product fees are deducted from the revenue generated by the Ticket or other Product. Customer shall pay all applicable sales, use, personal property, and other similar taxes associated with the rights granted and the Services provided pursuant to these Terms, except for taxes based on Active Data's income, net worth or assets, which shall be the sole responsibility of Active Data. Active Data is permitted to exempt Customer from any applicable sales or use taxes only upon receipt of a tax exemption certificate or other documentation reasonably acceptable to Active Data in accordance with applicable law, and Active Data may require Customer to update or provide current certificates or other documentation periodically. Payment in full of any invoice is due the later of Customer's receipt of the invoice or the due date stated on the invoice. If Active Data does not receive payment in full of any Fees when due, then Active Data in its sole discretion may terminate your account with Active Data.
12. **ASSIGNABILITY.** Each of Customer and Active Data reserves the right to assign its rights under these Terms effective upon written notice received by the other party.
13. **TERM AND TERMINATION RIGHTS.** These Terms are effective upon signing by Customer and acceptance by Active Data. These Terms shall continue unless and until terminated upon (a) Customer breaches any material obligation of these Terms, or (b) either party terminates these Terms upon written notice to the other party for any reason or for no reason. Within ten (10) calendar days after termination of these Terms, Customer shall

download all of the Customer's Content from the Services, as we may destroy any of your Content remaining on the Service after that date. Upon termination, Customer shall immediately pay any overdue Fees or other amounts due, and shall pay within ten business days any other Fees or other amounts. Active Data shall have no liability for any termination under this section.

14. **SURVIVAL.** All license and Service provisions of these Terms shall terminate upon termination of these Terms. All accrued but not paid Fee obligations and provisions, and all provisions used to construe each party's rights under applicable law (including this provision) shall survive in accordance with their terms.

15. **NOTICES.** All notices, demands, or consents required or permitted under these Terms shall be in writing and shall be deemed delivered when sent: (a) personally; (b) by facsimile (if followed by first class mail); (c) by mutually recognized overnight carrier, including, but not limited to, D.H.L., Federal Express, Airborne, UPS Overnight and Priority Mail; (d) by certified or registered mail to the other party; or (e) by email to the other party.

16. **SEVERABILITY.** If any provision or provisions of these Terms shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Without limiting the foregoing, it is expressly agreed and understood that each and every provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy hereunder is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth herein shall remain in full force and effect.

17. **GOVERNING LAW.** These Terms shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania, and the federal laws of the United States of America, as an agreement made therein, without reference to any conflicts of laws provisions or policies. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms. Any dispute between the parties that cannot be amicably resolved shall be determined by one arbitrator in binding arbitration administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules and its Optional Rules for Emergency Measures of Protection. The arbitrator shall decide the arbitration on the submission of documents, by audio conference and video conference. The parties and the witnesses shall not be required to travel to enter testimony or evidence. The award of the arbitrator shall be final and binding on the parties, and may be entered and enforced in any court or tribunal of competent jurisdiction.

18. **INDEPENDENT CONTRACTORS.** The parties to these Terms are independent contractors and are not agents or representatives of each other. Each party represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party. Neither party shall misstate or misrepresent its relationship hereunder. Nothing in these Terms shall be construed to give either party the power to direct or control the daily activities of the other party, or to constitute the parties as principal and agent, employer and employee, franchisor and franchisee, partners, co-owners, joint venturers, or otherwise as participants in a joint undertaking. The parties understand and agree that, except as specifically provided in these Terms, neither party is granted the power or authority to make or give any agreement, statement, representation, warranty, or other commitment on behalf of the other party, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of the other party, or to transfer, release, or waive any right, title, or interest of the other party.

19. **NO WAIVER.** No party shall, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of these Terms. Further, the express waiver by either party of a particular breach of these Terms shall not be construed as nor constitute a continuing waiver of such breach or of breaches of the same or other provisions of these Terms.

20. **FORCE MAJEURE.** No party will be deemed in default of these Terms to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any acts of God, fire, natural disaster, accident, war, riot, act of government or civil or military authorities, or any other unforeseen circumstance or cause beyond the reasonable control of such party ("Force Majeure"). However, Force Majeure does not apply to any payment obligations, any inability to obtain sufficient labor resources, or any obligation that may be reasonably carried out despite unforeseen circumstances. Each party claiming a Force Majeure must give the other party prompt written notice thereof and, in any event, within fifteen (15) calendar days of discovery thereof and uses its good faith efforts to cure the breach promptly. In the event of such a Force Majeure event, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure event but not in excess of a total of sixty (60) days.

21. **ENTIRE AGREEMENT.** The parties hereto acknowledge that these Terms, including any Schedules, are the complete and exclusive statement of agreement respecting the subject matter hereto and supersede all prior understandings and other communications between the parties relating hereto. Except as expressly stated in these Terms, any additional or contradictory terms or conditions of any purchase order, accounting report or communication between the parties, or any other document, shall be of no effect unless signed in hard copy by both parties.