DPI STANDARD TERMS AND CONDITIONS OF SALE

In consideration of the mutual covenants herein and other good and valuable consideration, the payment, receipt, and sufficiency of which is hereby acknowledged, Data Partners Inc. ("DPI"), a Florida corporation, and the Data User described on the Order Form executed by Data User hereby agree to the following:

1. The terms and conditions stated herein ("Terms") shall govern and control in regard to the transaction expressed on the Order Form executed by Data User (the "Order) and they shall both together constitute the agreement of the Parties (the "Agreement"). DPI limits Data User's acceptance to these Terms and objects to any other different terms in Data User's purchase order or acceptance. It is the intent of the Parties that the Order and these Terms be read, understood, interpreted, and applied together harmoniously so that the provisions of each are given full force and effect. If a provision of the Order Form is irreconcilable with these Terms, then that provision as expressed in the Order form shall control over these Terms, and the remainder of these Terms shall be given full force and effect.

2. If the Order is in the nature of a subscription or other type of order requiring multiple orders or repeated fulfillment or delivery: (a) these Terms shall apply to all such orders and each instance of fulfillment or delivery; (b) the attached Order shall constitute Data User's continuing authorization for each successive order, fulfillment, or delivery and no additional or separate authorization or signature by Data User shall be required; and (c) if payment of the subscription Order is by credit card, this Order shall constitute Data User's continuing authorization for DPI to process Data User's credit card to pay for each and every order, fulfillment, or delivery made and no additional or separate authorization or signature by Data User shall be required.

3. DPI hereby grants to Data User, a limited, non-exclusive, worldwide, revocable (in the event of breach of this Agreement), non-transferrable license to use the marketing data elements described in the Order and delivered to Data User by DPI (hereinafter "Data") solely for the uses permitted in this Agreement. All other rights in the Data are expressly reserved to DPI. DPI shall perform any special processing of the Data or other services ("Services") as specified in the Order, if any.

4. Data delivered under this Agreement is licensed for use by Data User for the period set out in the Order, or if not specified in the Order, a period of one (1) year from the date of delivery ("License Period"), subject to permitted and prohibited use restrictions set out in this Agreement including, but not limited to, Single Use limitations.

5. Unless otherwise specified in the Order, the Agreement shall begin as of the date of Data User's signature on the Order (the "Effective Date") and end as of the date all Data is delivered to Data User and all Services performed as described in the Order (the "Term"). Any Effective Date or Term specified in an Order shall control over these Terms. However, the provisions of this Agreement regarding Data User's use of the Data and any restrictions, rights, and remedies related thereto shall continue to be in effect throughout any active License Period which may, or may not, be coextensive with the active Term of this Agreement.

6. The Data shall be delivered to Data User as specified in the Order or by any means agreed to by the Parties from time to time, the generally accepted method being via secure FTP through the Internet. Data User may designate a third-party recipient of the Data other than Data User, provided that the third-party recipient is an employee, division, or wholly owned subsidiary of Data User, or agent or service provider acting on behalf of any of the aforementioned, that is legally bound by terms substantially similar to the terms regarding permitted use, prohibited use, and confidentiality found in this Agreement. To the extent commercially practicable, DPI will observe Data User's requirements for delivery that are stated in the Order, including preference as to encryption, methods of transfer, user names, or passwords to be used; however, file-level encryption, transfer encryption, password protection, or other security features will not be implemented unless specified by Data User in the Order. DPI reserves the right to encrypt, password protect, or otherwise secure any Data delivered to Data User by DPI if DPI in its sole discretion deems such security steps to be appropriate and, in such event, will take commercially reasonable steps to assist Data User with decryption or other means to access the secured Data.

7. Data User agrees to pay DPI the fees and charges for licensing the Data and for the Services according to the pricing set out in the Order. Pricing may be expressed as total job cost, flat cost, hourly cost, a "per thousand records" basis, or any other means as may be appropriate to the nature of the Order. The Parties acknowledge that final pricing for some Orders will be indeterminable at the time the Order is placed because of variations in quantity caused by incidental data processing, (e.g., merge/purge, suppressions, net arrangements), and that in those instances DPI's estimate will be sufficient. However, the final price of any Order may be higher, or lower, than any estimate, and Data User agrees to be bound by such final price even if different from the estimate.

8. Payment is due immediately upon or before delivery of the Data unless otherwise specified in the Order. If the Order provides for invoiced billing, DPI will invoice Data User for the Order upon delivery of the Data unless otherwise specified in the Order. Data User may, for sake of convenience, designate in the Order a third party as the recipient of the invoice for the Order and may further designate a third party as the paying party for the Order. DPI shall issue invoices to entities as directed by Data User; however, any such designation shall not change, transfer, limit, or diminish Data User's direct responsibility for making timely payment of any invoice. Unless different payment terms are specified in the Order, Data User shall pay each invoice within thirty (30) days of the date on the invoice. The dispute of any portion of an invoice shall not excuse timely payment of the undisputed amount. The balance of any invoice that remains unpaid after thirty (30) days following its due date shall accrue interest at a rate of eighteen percent (18%) per annum.

9. Payments made by credit card require collection of pertinent information including the credit card number, expiration date, name and CVV2 code as it appears on the credit card. All credit card holders are subject to validation checks and authorization by the card issuer. DPI is not obliged to inform Data User of the reason for any refused or rejected credit card charge, and any such refused or rejected credit card payment shall not cancel or diminish Data User's obligation to pay in-full all amounts owed for this Order. Data User is responsible for any and all charges imposed by Data User's card issuer or bank as a result of DPI's processing of any credit or debit card payment. DPI owes no duty or care and bears no responsibility for any losses Data User

may incur from the disclosure or interception of Data User's credit card information during transmission of the credit card information to DPI. In the event of any dispute, Data User or the cardholder shall make a good faith attempt to resolve the issue prior to requesting or initiating a request for a refund or chargeback with Data User's credit card provider.

10. If the Order is in the nature of a subscription or other type of order requiring multiple orders or repeated fulfillment or delivery, this Agreement may be cancelled or terminated as set out in the Order or, if not stated in an Order, upon no less than thirty (30) days written notice. If the Order is not in the nature of a subscription, this Agreement may not be terminated or cancelled by Data User unless terms of termination are expressly agreed upon in the Order and all conditions for termination have been satisfied. Refusal to accept any or all of the Data or Services shall not give rise to a right of refund or otherwise alter Data User's obligation to pay in-full. Notwithstanding any other provision of this Agreement, should DPI reasonably believe that it cannot provide the Data or Services to Data User because of a change in federal, state, or local laws, or should the original compiler of the Data cease supply of the Data to DPI due to no fault of DPI, then DPI may terminate this Order immediately upon written notice to Data User.

11. DPI, or the original compiler, retains any and all ownership rights in the Data. Any transfer of the Data to Data User pursuant to this Agreement or any Order is by license as set out herein, irrespective of the use in this Agreement, or otherwise between the Parties, of the terms "sell," "sale," "reseller," or any other language that may be interpreted as conveying ownership interests other than a license. Data User shall retain any and all ownership rights in any data, lists, or other information supplied by Data User to DPI to assist in the fulfillment of an Order or as a component in the production of a Service ("Data-User-Supplied Data"). Data User warrants that it owns sufficient intellectual property rights and/or has obtained all legally required consumer consent(s) in the Data-User-Supplied Data to enable DPI to lawfully use the Data-User-Supplied Data for the limited purposes set out in the Order, and Data User hereby grants to DPI a temporary, limited license to use the Data-User-Supplied Data for those purposes only and solely for Data User's benefit.

12. Data User acknowledges that DPI prohibits the processing, storage, transmittal, and use of Sensitive Personally Identifiable Information, and Data User warrants that any Data-User-Supplied Data does not include and is completely free of Sensitive Personally Identifiable Information. "Sensitive Personally Identifiable Information" includes, but is not limited to, an identifiable individual's (a) personal signature (other than in regard to purchases/agreements made by our clients); (b) credit card numbers or debit card numbers (other than to process purchases made by our clients); (c) social security numbers, passport numbers, national ID numbers, drivers' license numbers, state ID card numbers, military ID numbers, or the like; (d) insurance policy numbers, bank account or other financial account numbers (other than to process purchases made by our clients); (e) facial recognition data; (f) physical characteristics or descriptions; (g) exact dates of birth; (h) citizenship or citizen status; (i) actual credit scores, (j) actual medical conditions; (k) actual physical or mental disabilities; (l) gender identity or expression other than birth gender; (m) sexual orientation; (n) audio or video information (except for our clients who may call/contact us directly); (o) genetic information (including familial genetic information); (p) online account usernames or passwords (other than those we issue for access to our sites); (q) internet browsing or search history; (r) any personally identifiable

information regarding any person under 18 years of age; (s) precise individual geolocation information (i.e., any data that is derived from a device, and that is used or intended to be used to locate an individual consumer within a geographic area that is equal to or less than the area of a circle with a radius of 1,850 feet) or (t) any other information that, if disclosed to unauthorized parties, could result in substantial harm to identifiable individuals. Any files or fields discovered to contain Sensitive Personally Identifiable Information will be deleted upon discovery.

13. Data User may use the Data for lawfully conducted direct marketing, or for uses incidental to lawful direct marketing (e.g., database warehouse, database cleansing, verification of data, marketing research) only. All Data provided hereunder is for Single Use unless otherwise specified in the Order. "Single Use" shall mean use of the Data in one instance of direct mail marketing, telemarketing, email marketing, digital marketing, or other method of marketing as may be appropriate to the Order by Data User. Any other use shall constitute an additional instance of Single Use for which separate compensation must be paid to DPI according to the pricing set out in the Order. Multiple uses, extended use, resale or sublicensing of the Data is permitted only if expressly authorized in the Order.

14. Any use of the Data in a manner inconsistent with the terms of this Agreement is prohibited and shall constitute a breach of this Agreement. By way of example and not limitation, use of the Data in the following manner is expressly prohibited: (a) duplicating, modifying, reverse engineering, decompiling, disassembling, decoding, or otherwise using the Data as part of, or to create, any proprietary work or derivative product; (b) transmitting any marketing piece or message that is unfair, deceptive, fraudulent, sexually explicit, contains hate-speech, or concerns pornography, firearms and other weapons, drugs of any kind (including pharmaceuticals, tobacco products (including e-cigarettes), illegal gambling or any other illicit or illegal activities; (c) any use that is inconsistent with the privacy policies and guidelines published by the Data & Marketing Association ("DMA"), including the DMA Mail Preference Service, DMA Email Preference Service, and the DMA Guidelines for Ethical Business Practice; (d) any unlawful use of the Data, including, but not limited to, any use that would violate or fail to comply in all respects with federal or state laws or rules regulating marketing, telemarketing, email marketing, or sweepstakes; the rules of the FTC or FCC; the provisions of the U.S. federal CAN-SPAM law; the European General Data Protection Regulations (GDPR); the Children's Online Privacy Protection Act (COPPA); the California Consumer Protection Act (CCPA); the California Privacy Rights Act of 2020 (CPRA); the Virginia Consumer Data Protection Act (CDPA); the Colorado Privacy Act (CPA); the Connecticut Act Concerning Personal Data Privacy and Online Monitoring (CTDPA); and the Utah Consumer Privacy Act (UCPA) (as of each of their respective effective dates), and any and all applicable federal, state, or local laws, rules, or regulations protecting consumer privacy; (e) using any portion of the Data for purposes of determining adverse terms and conditions of or eligibility of an individual for employment, credit, healthcare treatment, insurance (including, but not limited to health insurance), or for any purpose for which a consumer report may be used under the Fair Credit Reporting Act; (f) using any portion of the Data in any way that could result in disparate impact or treatment under the U.S. Equal Credit Opportunity Act (15 U.S.C. § 1691 et seq.) or the Fair Housing Act (42 U.S.C §§ 3601 et seq.) or their enabling regulations; (g) referencing any selection criteria or presumed knowledge concerning the intended recipient of any solicitation or marketing message; (h) referencing the source of any recipient's name, address, or other information in any marketing

message or advertising; or (i) soliciting the survivors of any deceased person in regard to or as a result of the deceased's recent death.

15. Both Data User and DPI hereby acknowledge the legal privacy rights enjoyed by individual consumers and agree to timely and scrupulously honor and enforce any of those rights as required by law. Specifically, but without limitation, Data User agrees to timely and accurately honor any consumer opt-outs, information deletion, information "right to know" requests, or other such information inquiry or directive lawfully submitted by any consumer as may be required by state or federal law, rule, regulation, or any applicable Privacy Policy. In the event DPI serves as a service provider to Data User in fulfillment of an Order, DPI will timely process any such consumer requests forwarded by Data User to DPI as may be required by law.

16. To validate Data User's compliance with the use restrictions set out in this Agreement, Data User agrees to furnish to DPI, upon request, two (2) copies of each mail piece, telemarketing script, email subject/body, and/or digital ad body text (as appropriate to each Order) that Data User intends to send or has sent using the Data. DPI reserves the right the review and preapprove in its sole discretion Data User's intended use of the Data prior to the acceptance of any Order, and any such preapproval shall constitute a required element of acceptance of this Agreement.

17. The provisions of this Paragraph shall additionally apply to any Order in which the Data delivered contains, in whole or in part, telephone number data. Data User is expressly advised and hereby acknowledges that the Data may contain consumer telephone numbers that appear on federal and/or state "Do Not Call" lists. DPI has agreed to release consumer telephone numbers to Data User in reliance on the following warranties expressly made by Data User: (a) Data User is familiar with all state and federal telemarketing laws, including, but not limited to, the FTC Telemarketing Sales Rule, 16 CFR, Part 310; the FCC rules implementing the Telephone Consumer Protection Act of 1991; and relevant case law (b) Data User will use the Data in full compliance with those laws, for lawful purposes and by lawful means only; (c) that the telemarketing script to be used with the Data complies with those laws in all respects and fairly and accurately, without fraud or deceit of any kind, describes Data User's product or service; (d) Data User has a valid, active, and legally sufficient SAN ("Subscription Account Number") that will allow Data User to lawfully access the federal Do Not Call list and purge any and all telephone numbers appearing on that list from the Data; (e) Data User, or an agent acting on Data User's behalf will, in fact, use this SAN to purge all "Do Not Call" numbers from the Data prior to telemarketing; and (f) that Data User will refrain from calling or contacting any consumer who has "opted out" from Data User's marketing and refrain from sending any unsolicited advertisement to a facsimile machine. In the event Data User represents that it is an entity that is exempt from performing suppressions required by state or federal "Do Not Call" laws, Data User expressly warrants (g) Data User is a political organization, a charitable organization, a telephone surveyor, or other like entity that is exempt from federal and state Do Not Call laws; and (h) the Data will be used only for lawful activity of a kind that might reasonably be expected from the type of exempt entity Data User warrants itself to be, e.g., soliciting political or charitable contributions or for conducting survey-based research. In any event, Data User acknowledges and agrees that the Data provided by DPI pursuant to this Agreement is not in any way guaranteed or represented to ensure compliance with federal and/or state "Do Not Call" laws, and DPI hereby expressly disclaims any such guarantee or warranty.

18. In any Order, Data User may expressly request that DPI perform a suppression to remove from the Data telephone numbers appearing on federal and/or state "Do Not Call" lists. In regard to any Order in which consumer telemarketing Data is provided to Data User and Data User does not request DPI to perform a "Do Not Call" suppression, Data User agrees to indemnify and hold harmless DPI for any and all claims, suits, penalties, fines, damages, losses, or fees, including attorneys' fees, that may arise from Data User's breach of the warranties made herein, breach of any "Do Not Call" laws, or any other acts or omissions involving use of the Data. "Do Not Call" suppression Services performed by DPI do not include suppression of Data User's in-house customer or prospect "Do Not Call" telephone numbers unless that Service is expressly requested in the Order and Data User supplies the data to DPI for that purpose. Notwithstanding any provision of this Agreement or the Order to the contrary, any "Do Not Call" suppression Service performed by DPI is not warranted or guaranteed to ensure compliance with any state, federal, or local law or regulation and DPI hereby expressly disclaims any such warranty.

19. The provisions of this Paragraph shall additionally apply to any Order in which the Data delivered contains, in whole or in part, wireless (i.e., mobile or cellular) telephone numbers. Data User hereby acknowledges and agrees that use of wireless telephone numbers for telemarketing or SMS text message marketing may implicate federal and state laws and compliance issues that if not observed could subject Data User or its agents to liability, and that Data User alone, and not DPI, bears any and all responsibility for such compliance. DPI makes no representation and hereby disclaims any warranty that (a) DPI has obtained individual consumer consent for marketing in any form in regard to the Data; (b) the Data relate to consumers with whom Data User or any third party has obtained legally sufficient (written, oral, or otherwise) consent to authorize any form of marketing, or (c) the account holder of the wireless telephone numbers provided, or the owner or possessor of any telephonic or electronic device associated with any wireless number, is of legal age in any jurisdiction to receive or consent to receive commercial marketing messages. Data User is solely responsible for ensuring, if required by law, (d) that it has obtained adequate consent from the consumer to authorize Data User's intended use of the Data and (e) whether such consent has been revoked by the consumer or by operation of law. Additionally, and without limitation, Data User agrees to indemnify and hold harmless DPI for any and all claims, suits, penalties, fines, damages, losses, or fees, including attorneys' fees, that may arise from any of Data User's use, acts, or omissions regarding wireless telephone number Data delivered in any Order.

20. The provisions of this Paragraph shall additionally apply to any Order in which the Data delivered contains, in whole or in part, consumer or business email addresses. Data User hereby acknowledges and agrees that use of email addresses for marketing may implicate federal and state laws and compliance issues that if not observed could subject Data User or its agents to liability, and that Data User alone, and not DPI, bears any and all responsibility for such compliance. In particular, but without limitation, Data User acknowledges that any email marketing conducted using the Data must, and expressly warrants it shall, comply with all laws regulating email marketing, including, but not limited to, 15 U.S.C. § 7701 et seq. (the federal CAN-SPAM law of 2003) and implementing regulations and Data User expressly agrees to refrain from sending email messages to any consumer who has "opted out" of receiving Data User's communications. Additionally, and without limitation, Data User agrees to indemnify and hold harmless DPI for any and all claims, suits, penalties, fines, damages, losses, or fees,

including attorneys' fees, that may arise from any of Data User's use, acts, or omissions regarding email address Data delivered in any Order. DPI warrants that any Service DPI performs as part of an email campaign conducted on Data User's behalf will comply with all email marketing laws, but such warranty is limited only to those portions of the email campaign over which DPI is granted and exercises exclusive control (e.g., messaging, deployment, managing unsubscribes and opt-outs, etc.).

21. The provisions of this Paragraph shall additionally apply to any Order in which a Service or production or delivery of Data involves the transmission or storage of any Data-User-Supplied Data as defined above. DPI shall maintain commercially reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of any Data-User-Supplied Data. Any and all Data-User-Supplied Data (a) shall be stored at all times on DPI's physically secure, firewalled, monitored, and password-protected secure local network; (b) shall be accessible only by those DPI personnel who are required to perform the Order on Data User's behalf; (c) shall not be stored or comingled with any DPI client data or third-party data elements other than those required to fulfill the Order; and (d) shall not be transmitted outside of DPI except as necessary to fulfill an Order. Should DPI become aware of any unlawful access to Data-User-Supplied Data stored on DPI's network or in DPI's facilities, resulting in loss, unauthorized disclosure, or alteration of Data-User-Supplied Data ("Data Security Breach"), DPI will: (e) notify Data User of the Data Security Breach; (f) investigate the Data Security Breach and provide Data User with information about the Data Security Breach; and (g) take commercially reasonable steps to mitigate the effects or damage resulting from the Data Security Breach. "Data Security Breach" shall not include any attempted access that is prevented by DPI security measures or any attempt or actual intrusion of DPI's systems, equipment, or facilities that results in no unauthorized access to Data-User-Supplied Data. Any notification of a Data Security Breach shall not constitute, be construed, presumed, or interpreted as an acknowledgement or admission of DPI's fault or liability with respect to the Data Security Breach.

22. The provisions of this Paragraph shall additionally apply to any Order in which a Service or the production or delivery of Data involves Data User accessing or transmitting information to or from DPI using any of DPI's computer systems, including, but not limited to, FTP, network systems, servers, workstations, internet, websites, hardware or software of any kind (hereinafter "DPI Systems"). Unless explicitly stated in an Order, DPI makes no guarantees regarding uptime, availability, or accessibility of the DPI Systems, all such access being offered to Data User only on an "**AS IS**" and "**AS AVAILABLE**" basis. Data User shall access the Systems only for the limited purposes authorized in the Order and shall in no event cause or attempt to cause (a) any damage or impaired function to the DPI Systems; (b) any destruction, modification, or duplication of the data or information stored on the DPI Systems; or (c) any unauthorized access to the DPI Systems.

23. The provisions of this Paragraph shall additionally apply to any Order in which the Data delivered or Services provided contains, in whole or part, online display ads, social media (e.g., Facebook, Instagram, etc.) ads, pay-per-click ads, search ads, banner ads, or other form of online display marketing (collectively "Online Ads"), unless otherwise explicitly stated in the Order. Any and all text, images, media or other content ("Content") to be used in the Online Ads

required to implement the Online Ads described in the Order shall be provided by Data User at its sole cost and risk and shall meet all technical requirements set forth in the Order, if any. DPI will not alter, optimize, review, verify, proof, or correct the Content. Data User warrants that the Content (a) is not libelous, defamatory, obscene, fraudulent, deceptive, threatening, illegally discriminatory, hateful, or abusive; (b) does not advertise any illicit, fraudulent, or illegal product or service; (c) is free from trademark or copyright infringement; and (d) does not violate applicable law, regulations, or the intellectual property rights or privacy rights of any person or entity. Online Ad marketing often involves a matching process in which data supplied by the Data User is matched to anonymized identifiers that enable the delivery of targeted content via the internet ("Onboarding"). DPI will take commercially reasonable steps to ensure the intended target audience (i.e., client-requested demographics, geography, interest, web activity, app use or other criteria set out in the Order) is accurately matched during the Onboarding process and will be the recipient of the Online Ad(s) as set out in the Order. However, Data User acknowledges and agrees that many aspects of Online Ad marketing are entirely beyond DPI's control and subject to change without notice, including, but not limited to, (e) advertising policies, guidelines and procedures of the various search engine, social media, or other websites or apps (including mobile apps) on which Online Ads might be displayed ("Sites"); (f) proprietary matching criteria or targeting methodologies used by the Sites to identify particular consumers or businesses; (g) proprietary algorithms or other decision making methods utilized by Sites in ranking, displaying, or rejecting Online Ads; (h) frequency, duration, time-of-day, screen location, size, or prominence of display of any Online Ad; (i) the rejection or blacklisting of any Online Ad by a Site; or (j) click-through or landing page functionality, that may limit, prevent, or otherwise negatively impact Data User's Online Ad campaign, and DPI hereby disclaims any and all warranties as to all of the foregoing items (e) through (j). Notwithstanding any provision of this Agreement or the Order to the contrary, DPI does not warrant and hereby disclaims (k) that any Online Ad will be displayed at all on any particular Site or be displayed (or not displayed) to any particular user of the Site; and (l) that any Online Ad campaign conducted by DPI will produce any general or specific results.

24. Should Data User believe DPI to be in default of this Agreement, Data User shall, prior to declaring any breach of this Agreement, notify DPI in writing of the nature and extent of such default. Upon receipt of such notice, DPI shall have no less than ten (10) business days to reasonably cure such default. Only upon DPI's failure to reasonably cure the default within this period may Data User declare breach or otherwise exercise any remedy provided by this Agreement or applicable law in regard to such default.

25. Each Party will keep in strict confidence all information regarding the other Party's business affairs learned in connection with this Agreement and shall take all measures reasonably necessary to protect the confidentiality of such information. The receiving Party of any "Proprietary Information," as defined herein, shall not appropriate or use the information for the receiving party's sole benefit or competitive advantage over the other Party. The receiving Party shall use "Proprietary Information" only for those purposes authorized and agreed to by the disclosing party. Any contrary use shall, exclusive of any other cause of action which may arise, be a material breach of this Agreement. "Proprietary Information" shall mean any computer program source code, information contained in a computer database, trade secret, proprietary or other confidential information (including but not limited to, customer or subscriber data, product

information, research development, marketing plans and strategies, operations or systems, pricing policies, price lists, price quotes, budgets, financial statements, client or subscriber identities, client or subscriber lists, quality assurance manuals and materials, procedures and processes) which is received by the receiving party from the disclosing party whether disclosed orally or in writing, or by observation of operations or inspection of products or otherwise. The identity of DPI as the provider of any data or services to Data User constitutes confidential information that shall not be disclosed to any third party including, but not limited to, Data User's clientele or any consumers contacted as a result of Data User's use of the Data. The provisions of this Paragraph shall survive the termination of the relationship between DPI and Data User for a period of three (3) years.

26. Neither Party shall be liable under this Agreement because of any failure or delay in the performance of its obligations on account of a change in applicable law or regulation, strikes, shortages, riots, flood, storm, hurricane, earthquake, acts of God, hostilities, or any other cause beyond its reasonable control. If, in the event of such a delay or failure, it appears that the affected Party will be unable to perform its obligations hereunder for more than thirty (30) days, either Party shall have the right to terminate this Agreement.

27. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and shall be binding on the successors and assigns of the Parties hereto. Data User shall make no voluntary assignment of this Agreement unless authorized in writing by DPI. The rights afforded under this Agreement shall be in addition to any other rights and remedies the Parties may have under any document or instrument now or later executed. If any term of this Agreement or any application of it is or becomes invalid, illegal or unenforceable, the remainder of this Agreement and any other application of the term shall not be affected by invalidity, illegality, or unenforceability.

28. This Agreement shall be governed and construed in accordance with the laws of the state of Florida, without regard to Florida's, or any other jurisdiction's, rules or laws regarding choice of law. The Parties hereby agree that any and all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be brought, litigated, or heard, if at all, in and before the county or state circuit court in and for Lee County, Florida, and the Parties each hereby irrevocably submit to exclusive jurisdiction of such courts. The Parties stipulate to the convenience, efficiency and fairness of proceeding in such courts and each Party hereby knowingly, irrevocably, and unconditionally waives (a) any objection to the laying of venue of any suit, action, or proceeding in such courts; (b) any right to plead or claim, and warrants it will not plead or claim, in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum; (c) any right to remove the action to, or originate the action in, any federal court; (d) any right to mediation or arbitration of the action or any portion thereof; and (e) any right to a trial by jury, it being the intent of the Parties that any trial be a bench trial.

29. The Parties cannot orally modify or terminate this Agreement. This Agreement may be modified only by a writing duly executed by the Parties hereto. No delay or omission in exercising any right under this Agreement shall operate as a waiver of that right or any other right.

30. EXCEPT AS MAY OTHERWISE BE EXPRESSLY WARRANTED IN THIS AGREEMENT, THE DATA AND SERVICES SUPPLIED TO DATA USER HEREUNDER ARE PROVIDED "**AS IS**," AND DPI MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA OR SERVICES INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

31. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR THE ORDER TO THE CONTRARY, IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY, OR ANY OF ITS AGENTS, DATA USERS, SUBSIDIARIES, OR CLIENTS, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER LOSS, ARISING OUT OF THE USE, RESALE, OR PROVISION OF THE DATA OR THE PROVISION OR FAILURE TO PROVIDE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

32. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR THE ORDER TO THE CONTRARY, INCLUDING, BUT NOT LIMITED TO, ANY PROVISIONS REGARDING DPI'S DUTY TO INDEMNIFY DATA USER, IN NO EVENT SHALL DPI'S TOTAL LIABILITY TO DATA USER UNDER THIS AGREEMENT EXCEED (A) THE ACTUAL COST TO DPI TO REMEDY OR REPLACE DEFECTIVE DATA OR SERVICES OR (B) THE AMOUNTS ACTUALLY PAID TO DPI BY DATA USER FOR THE DEFECTIVE DATA OR SERVICES, WHICHEVER IS LESS, AND DATA USER HEREBY FOREVER WAIVES RIGHT OR CLAIM TO ANY OTHER DAMAGES OR LEGAL RECOURSE AGAINST DPI.

33. Data User hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless DPI for all claims, suits, penalties, fines, fees, damages or losses, including attorney fees, that may arise from Data User's breach of its warranties and representations made herein or its acts or omissions involving or related to the Data or the Services.

34. The Parties shall bear their own costs and attorneys' fees in regard to this matter except that the prevailing party in any action brought to enforce this Agreement or obtain any remedy in respect of this Agreement, including, but not limited to, pretrial, mediation, arbitration, trial, and any appeal, shall be entitled to receive, in addition to all other damages to which it may be entitled, any and all court costs, costs in conducting the suit or action, costs of collection and execution, and a reasonable attorneys' fee.

35. This Agreement, the Order, or any other record relating to this Agreement and the transactions to be conducted hereunder may not be denied legal effect, validity, or enforceability solely because it is in electronic form or because any signature used in its formation was in electronic form. Any electronic sound, symbol, or process, attached to or logically associated with a record and executed or adopted by a Party with the intent to sign any record shall suffice as an electronic signature having the same effect as a handwritten signature.

36. Data User shall bear all responsibility for the payment of any and all state, federal, local, or other tax liability that may accrue as a result of Data User's purchase, license, or use of the Data.

37. The Parties are acting as independent contractors in reaching this Agreement. DPI is not acting as agent for Data User in regard to the Data or the Services, or in regard to Data User's use thereof, and no portion of this Agreement shall expressly or impliedly establish any agency relationship between the Parties.

38. This Agreement may be executed in multiple copies, each copy of which shall be deemed an original. All Orders, Order Forms, Exhibits or Addenda referenced herein are hereby incorporated into this Agreement as if expressly contained herein. The headings of the paragraphs of this Agreement, if any, are intended only for reference and are not part of this Agreement.

39. Data User represents and warrants that it has implemented and maintains an information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) Data User's size and complexity; (b) the nature and scope of Data User's activities; (c) the sensitivity of any Data or Data-User-Supplied Data licensed, stored, transferred, or used pursuant to this Agreement. Data User agrees that it will timely provide DPI written notice of any security incident or data breach resulting in the unauthorized disclosure of the Data or product of the Services to any third party.

40. Data User's acceptance of this Agreement is limited exclusively to the express terms and conditions set out in this Agreement. The Parties agree that any additional terms and conditions, boilerplate, or other language appearing in Data User's manner of acceptance (including, but not limited to a purchase order or pre-printed order form) in no way constitutes a counter-offer, rejection, or contingent/limited acceptance of this Agreement, and is agreed by the Parties to be null and void as of inception and not part of this Agreement.

41. Each of the Parties warrants that this Agreement has been read, and that it is fully understood, and represents the full extent of the agreed upon terms. The Parties further warrant that execution of this Agreement is made without reliance on representations of any kind or character not expressly set forth herein and that the signatories hereto are of legal age and competent to execute this Agreement, that this Agreement was executed and entered into freely, voluntarily, and without duress of any sort, that all Parties were afforded the opportunity to consult with legal counsel as to the contents of this document, and all legal rights, terms, conditions, and obligations related hereto, and that each signatory hereto has authority to enter into this Agreement on behalf of the respective Parties.