

DAT MOBILE SOLUTIONS, INC.
END-USER LICENSE AGREEMENT

IMPORTANT! PLEASE READ THE TERMS OF THIS END-USER LICENSE AGREEMENT CAREFULLY.

The software program (the “*Software*”) you seek to download from the App Store or use through the web-based module is developed by dat Mobile Solutions, Inc., a California corporation (“*DMS*”) to help companies manage and streamline inspection process. This End-User License Agreement (this “*Agreement*”) sets forth the terms under which you, as an individual or the entity on behalf of which you are acting (and, for entities, any employee, contractor, agent or representative such entity authorizes to use the Software) (“*you*” or “*Client*”), may access and use the Software.

Access to and use of the Software is by permission of DMS only, and only for users who accept this Agreement. DMS may grant, withhold or terminate approval in its sole discretion. If DMS approves your use of the Software, DMS will issue a user identification (the “*User ID*”) and a password (the “*Password*”) that will authorize access to the Software for the term of this Agreement.

By accessing the Software, you: (A) are indicating that you have read this Agreement, understand it, and agree the entity on behalf of which you are acting or, if there is no entity, you as an individual agree to be bound to it; and (B) represent and warrant that you have the right, power, and authority to act on behalf of and bind your entity (if any) or yourself.

BY CLICKING THE “I ACCEPT” BUTTON OR OTHERWISE USING OR ACCESSING ANY ASPECT OF THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT IN ITS ENTIRETY. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE CLICK ON THE “I DECLINE” BUTTON OR IMMEDIATELY LEAVE THE DMS WEBSITE. Your use of any aspect of the Software constitutes your agreement to comply with this Agreement in its entirety. The Agreement may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. It is your responsibility to review this Agreement periodically, and continued access of the Software by you will constitute your acceptance of any changes or revisions to the Agreement. If at any time you find this Agreement, or any portion of this Agreement, unacceptable, you must immediately leave the <https://datfieldapps.com> site and cease all use of the Software and any and all services provided in connection with the Software.

Based on the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and DMS agree as follows:

1. NATURE OF AGREEMENT. This Agreement is a legal contract made between Client and DMS. This Agreement contains the terms and conditions with which Client must comply if Client wishes to access and use the Software. The terms of this Agreement will govern any upgrades provided by DMS that replace or supplement the original Software, unless such upgrade is accompanied by a separate license agreement in which case the terms of that license agreement will govern.

2. LICENSE GRANT. DMS hereby grants to Client a nonexclusive, nonassignable, nonsublicensable license (“*License*”), for Client’s internal use only, for the term of this Agreement, to access and use the Software and any user’s guides, specifications, and other related documentation available online or in connection with the Software (the “*Documentation*”), subject to the terms and conditions of this Agreement.

DMS may charge Client fees for the Software or products or services offered in connection with the Software. The License granted is conditioned on Client’s payment of all fees and charges, including applicable taxes, incurred through its account at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to, charges for the Software and any products or services offered in connection with the Software (such fees, charges and taxes shall collectively be referred to as “*Fees*”). Any and all Fees paid are nonrefundable. DMS reserves the right to change the amount of, or basis for determining, any Fees, and to institute new Fees, effective upon prior notice. If Client submits its credit, debit or charge card information to DMS upon registration or otherwise, Client hereby gives DMS permission to charge all Fees incurred through its account to the credit, debit or charge card it designated. Any additional Fees (other than renewal fees) will be charged at the time they are incurred. If payment cannot be charged to the credit, debit or charge card designated, or payment is returned to DMS for any reason, including charge back, DMS reserves the right to either suspend or terminate Client’s account and all of its obligations under this Agreement.

3. OWNERSHIP OF SOFTWARE. DMS retains all rights to the Software and the Documentation. DMS owns the Software and the Documentation and all copyright and other intellectual property rights therein, and this Agreement does not transfer to Client any title to or any proprietary or intellectual property rights in or to the Software, any updates or derivative works thereto, or the Documentation, or any copyrights, patent rights, or trademarks embodied or used in connection therewith, except for the rights expressly granted in this Agreement. The Software and the Documentation are protected by United States laws and international treaty provisions.

CLIENT MAY NOT USE, COPY, OR MODIFY THE SOFTWARE, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

4. RESTRICTIONS. The License is granted to Client only for use with a device that Client owns and controls. The License does not allow Client to use the Software on any device that Client does not own or control, and Client may not distribute or make the Software accessible to anyone other than Client and its authorized employees. To the maximum extent permitted by law, Client shall not:

(a) Modify, reverse engineer, decompile, disassemble, create derivative works of, or attempt to derive the source code of the Software;

(b) Rent, lease, loan, sell, sublicense, distribute, transmit, or otherwise transfer access to the Software to any third party;

(c) Make any copy of or otherwise reproduce the Software (or any of the browser screens comprising the Software user interface), except for those copies necessarily made by the authorized device or Internet browser running the Software;

(d) Use the Software to provide service bureau or time-sharing services; or

(e) Disclose its User ID or Password to any third party.

Any attempt to commit, or the commission of, any of the events of subsection (a) through (e) above is a violation of the rights of DMS and its licensors and a material breach of this Agreement. If Client breaches any of the restrictions of this Section 4, Client may be subject to litigation and payment of damages.

5. PROHIBITED CONDUCT. In connection with Client's access or use of the Software, Client agrees not to do any of the following in connection with use of or access to the Software or DMS's systems, servers, or cloud space:

(a) Misuse the Software (*e.g.*, Client must not, and must not attempt to, use the Software to (i) probe, scan, or test the vulnerability of any system or network or (ii) breach or otherwise circumvent any security or authentication measures);

(b) Access, tamper with, or use non-public areas of DMS's domains, servers or cloud space, shared areas of DMS's domains, servers or cloud space that Client has not been invited to, or DMS's (or its service providers') computer systems;

(c) Interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing through the use of the Software;

(d) Plant malware or otherwise use the Software to distribute malware;

(e) Access or search the Software by any means other than our publicly supported interfaces (for example, "scraping");

(f) Send unsolicited communications, promotions or advertisements, or spam;

(g) Send altered, deceptive, or false source-identifying information, including "spoofing" or "phishing";

(h) Publish anything that is fraudulent, misleading, or infringes another's rights;

(i) Promote or advertise products or services without appropriate authorization;

(j) Impersonate or misrepresent Client's affiliation with any person or entity;

(k) Publish or share materials that are unlawful, pornographic or indecent, or that advocate bigotry, religious, racial, or ethnic hatred; or

(l) Violate the law or privacy of others in any way, or defame others.

6. CLIENT'S OBLIGATIONS. Client shall be solely responsible for the following at its sole cost and expense: (a) purchasing, installing, maintaining, and providing all hardware, software, and communications capabilities required for use of the Software and access to the DMS's cloud and servers; (b) generating, providing, and loading its data into the Software; and (c) providing and maintaining, at all times during the term of this Agreement, the Internet access necessary for its use of the Software. DMS shall not be liable for any third party cloud space, software or hardware, and Client acknowledges and agrees that any assistance provided by DMS in connection with such third party cloud space, software or hardware shall not alter its responsibility or DMS's liability disclaimer under this Agreement.

7. CONSENT TO USE OF DATA AND TRACK. Client agrees that DMS may collect and use technical data and related information, including, but not limited to, technical information about Client's device, system, application software, and peripherals that are gathered periodically to facilitate the provision of Software updates, support, and other services (if any) related to the Software. DMS may use this information to improve its Software or to provide services or technologies. A complete statement of DMS's current privacy policy is available at <http://www.datmobilesolutions.com/privacy.pdf>. DMS's privacy policy is expressly incorporated into this Agreement by this reference.

8. THIRD PARTY DATA AND MATERIALS. The Software may enable collection and access to third party data and materials. Client acknowledges and agrees that DMS is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of any third party data and materials. DMS does not warrant or endorse and does not assume and will not have any liability or responsibility to Client or any other person for any third party data and materials, or for any other materials, Software, or services of third parties. Neither DMS, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of information or location data included in any third party data and materials.

9. TERM AND TERMINATION. The License granted in this Agreement is effective until terminated. The term of this Agreement and the License grant herein shall commence on the date Client downloads the Software. Client may terminate the License and this Agreement at any time on thirty (30) days' prior written notice to DMS. DMS may terminate the License and this Agreement at any time on written notice to Client that Client or its agent has failed to pay any amount due to DMS for use of the Software or the License. The License shall also terminate automatically on Client's failure to comply with any of the other terms of this Agreement. On termination of this Agreement, Client agrees to promptly destroy all printed copies and delete all electronic copies of any documentation that Client or its employees, representatives, or agents has downloaded, printed, or created relating to the Software, and to ensure that no copies of any of the Software screens, data, or other content remain archived or otherwise stored on any of Client or its employees, representatives, or agents' phones, tablets or computer products. On termination of this Agreement, Client will lose access to any content uploaded or provided to the DMS domains, cloud space or servers without any liability to DMS. Notwithstanding termination, the provisions of Sections 3, 4, 9, 11, 12, 13, 15, 16, 17, 19, 20 and 21 of this Agreement shall survive and continue to apply.

10. REGISTRATION AND CREDENTIALS. During registration, Client will provide an email address and assist in selecting its Password ("**Credentials**"). These are Client's Credentials for accessing the Software. Client agrees that DMS may use Client Credentials to authenticate access to the Software. Client agrees to take all reasonable steps to safeguard its User ID, Password, and other Credentials for the Software so as to ensure that no unauthorized person will have access to it, and that no persons authorized to have access will make any unauthorized use. Client is responsible for all authorized uses of the Software using Client's Credentials, including use by others to whom Client may have given its Credentials. Client, not DMS, shall be responsible for maintaining and protecting Client's Credentials and Client's content, including, but not limited to, third party data and materials. Client shall promptly report to DMS any unauthorized use of the Software of which Client becomes aware and shall take such further steps as may reasonably be requested by DMS to prevent unauthorized use thereof. If Client's contact information changes, or other information relating to the Client's account changes, Client must notify DMS promptly and keep Client's information current. Client is solely responsible for any activity using Client's account, whether or not Client has authorized that activity. Once Client has become aware of any unauthorized use of Client's account or if Client's email or password has been hacked or stolen, Client should immediately notify DMS. If Client discovers that someone is using Client's Password or account without consent, or Client discovers any other breach of security, Client

agrees to notify DMS immediately using the information provided on the "Contact Us" page of <http://www.datmobilesolutions.com>. DMS reserves the right to suspend or discontinue all or part of all uses of the Software at any time without prior notice.

11. CONFIDENTIALITY. Client agrees that Client shall not disclose to any third party the Software or any portion thereof, any technical, product, or business information, or any information that DMS considers confidential (collectively, "*Confidential Information*") related to the Software without the prior written consent of DMS. Client shall maintain the confidentiality of all Confidential Information and shall not use it for any purpose other than the performance of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that Client can demonstrate was: (a) publicly available at the time of disclosure, or later became publicly available through no act or omission by Client; (b) in Client's possession before disclosure by DMS, without any confidential obligation; or (c) disclosed to Client by a third party not in violation of any obligations of confidentiality to DMS or to any third party.

12. DISCLAIMER OF WARRANTIES; AS-IS. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SOFTWARE IS AT CLIENT'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH CLIENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, AND ANY SERVICES OR MATERIALS PERFORMED OR PROVIDED IN CONNECTION WITH THE SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS, AS MAY BE AMENDED, UPDATED OR ALTERED FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND. DMS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. DMS DOES NOT WARRANT: AGAINST INTERFERENCE WITH CLIENT ENJOYMENT OF THE SOFTWARE; THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SOFTWARE WILL MEET CLIENT REQUIREMENTS; THAT THE OPERATION OF THE SOFTWARE OR SERVICES PROVIDED IN CONNECTION WITH THE SAME WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN SUCH SOFTWARE OR SERVICES WILL BE CORRECTED; THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED; THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION; OR THAT NO VIRUSES WILL BE TRANSMITTED THROUGH THE SOFTWARE. CLIENT ASSUMES THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SOFTWARE OR ANY OF THE SERVICES. CLIENT IS SOLELY RESPONSIBLE FOR DATA BACK-UP AND LOSS PREVENTION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DMS OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. DMS WILL USE COMMERCIALY REASONABLE EFFORTS TO MAKE DMS'S CLOUD AND THE SOFTWARE ACCESSIBLE TO CLIENT, EXCLUDING DOWN TIME FOR MAINTENANCE AND REPAIR. DMS MAY USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE NOTICE TO CLIENT UNDER THE CIRCUMSTANCES FOR EMERGENCY MAINTENANCE/REPAIR DOWNTIME. HOWEVER, CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT INTERNET CONGESTION AND OUTAGES, AS WELL AS MAINTENANCE, REPAIRS, DOWNTIME, AND OTHER INTERRUPTIONS, MAY INTERFERE AT TIMES WITH CLIENT'S ABILITY TO ACCESS THE SOFTWARE. SHOULD THE SOFTWARE OR SERVICES PROVE DEFECTIVE, CLIENT ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

13. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL DMS OR ANY OF ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE SOFTWARE OR SERVICES PROVIDED IN CONNECTION THEREWITH, CLIENT USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF SUCH DAMAGES WERE FORESEEABLE OR DMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DMS'S LIABILITY TO CLIENT EVER EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00) IN THE GENERAL AGGREGATE. THIS SECTION WILL SURVIVE AND APPLY EVEN IF REMEDIES UNDER THIS AGREEMENT ARE FOUND TO HAVE FAILED THEIR ESSENTIAL PURPOSE.

14. COMPLIANCE. Client agrees that it will not use the Software for any purpose prohibited by law and will not use the Software in any manner that violates any law. Client agrees to obey and comply with any and all applicable United States laws, rules, and regulations governing the export of software. The Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

15. INDEMNIFICATION. Client agrees to indemnify, defend, and hold harmless DMS and its affiliates, employees, agents, representatives, and third party providers from any and all claims, liabilities, losses, damages, and/or costs (including reasonable attorneys' fees and costs) arising from or related to Client or Client's affiliates, employees, agents, contractors or representatives (collectively, "*Client's Affiliates*") acts or omissions, including, without limitation, Client's or Client's Affiliates': (a) submissions to the Software or DMS's domains, cloud space or servers, (b) access to or use of the Software or DMS's domains, cloud space or servers, (c) infringement of any intellectual property or other right of any person or entity, (c) unauthorized use of material obtained through the use of the Software or DMS's domains, cloud space or servers, (d) breach of this Agreement, or (e) acts or omissions relating to use of the Software or DMS's domains, cloud space, servers or other products or services.

16. GOVERNING LAW; ARBITRATION OF DISPUTES. This Agreement shall in all respects be governed by and be construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Client and DMS expressly waive the right to a jury trial and agree that any and all claims, controversies or disputes arising out of or relating to this Agreement, the Software or any products or services provided in connection with the same (collectively, "*Disputes*" and each individually a "*Dispute*") will be subject first to informal resolution between the parties and, if such informal resolution is unsuccessful, will be settled on a confidential basis by binding arbitration administered by the American Arbitration Association ("*AAA*") pursuant to the commercial arbitration rules of the AAA if not inconsistent with other provisions of this Agreement and California law. Any such disputes shall be heard before a sole neutral arbitrator with at least five (5) years of experience on the legal subject of the dispute(s) at issue ("*Arbitrator*"). The Arbitrator shall be mutually agreed to by the parties and if the parties cannot agree on a neutral Arbitrator after sixty (60) days, then the Arbitrator

may be appointed by the Presiding Judge of the Riverside Superior Court in the State of California upon application by any party. Each party to any such dispute shall pay its own attorneys' fees and expenses, and each party agrees to pay half of the compensation to be paid by the arbitrator.

Except as expressly stated in this paragraph, discovery shall be at the discretion of the Arbitrator, and allowed only upon a showing of good cause utilizing the following guidelines: (a) the Arbitrator shall have discretion to order pre-hearing exchange of information, including, but not limited to, the production of requested documents; and (b) the deposition of the claimant(s) and respondent(s) shall be allowed as a matter of right. One set of no more than twenty-five (25) interrogatories approved by the Arbitrator shall be allowed. There shall be an early and prompt designation and exchange of the names, addresses and brief statement of the qualifications of experts, and a general substance of the testimony of expert witnesses who may be called upon to testify at the arbitration hearing. Depositions of designated experts shall be allowed by the Arbitrator as a matter of right. The Arbitrator has the power to award injunctive relief, but does not have the power to award punitive damages.

For the purposes of the statute of limitations, the filing of an arbitration under this Agreement is the equivalent of filing of a lawsuit, and any dispute arbitrated under this Agreement is subject to any applicable statute of limitations. Client may obtain additional information concerning the Rules of AAA by visiting www.adr.org.

To the fullest extent permissible under applicable law, any and all Disputes will be resolved by binding and confidential arbitration on an individual basis, and not as a plaintiff or class member in any purported class or representative proceeding. The Arbitrator does not have the power to consolidate more than one (1) person's claims, and may not otherwise preside over any form of a representative or class proceeding. Client expressly agrees that no other Disputes shall be consolidated or joined with its Dispute, whether through class arbitration proceedings or otherwise. By using, accessing, downloading, installing, obtaining or providing information from or to the Software, Client acknowledges it is voluntarily and knowingly waiving any right to participate as a representative or member of any class of claimants pertaining to any Dispute.

The arbitrator's award shall be final and binding on all parties subject to the terms and conditions of this Agreement, and may be entered as a judgment in any court of competent jurisdiction in the County of Riverside, State of California.

17. **INJUNCTIVE RELIEF.** Client acknowledges and agrees that, if Client breaches any of Client's obligations under this Agreement, DMS might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Client breaches any provision of Sections 2, 3, 4, 5, 6, 11, or 19 of this Agreement, DMS may seek specific performance of Client's obligations under those Sections and injunctive relief against any further violations of those Sections, without any obligation of DMS to prove damages or post a bond. Furthermore, nothing in Section 16 above shall preclude any party from seeking remedies pursuant to this Section 17. Client and DMS hereby submit to the jurisdiction of any court sitting in the County of Riverside, State of California, for the purposes of seeking remedies pursuant to this Section 17.

18. **FORCE MAJEURE.** If the performance of DMS under this Agreement is prevented, hindered, or otherwise made impractical by reason of flood, strike, war, acts of government, or any other casualty or cause beyond the control of DMS, then DMS shall be excused from its performance to the extent and so long as it is prevented, hindered, or delayed by such event(s).

19. **SEVERABILITY.** If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then to the maximum

extent permitted by law, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

20. NO ASSIGNMENT; BINDING NATURE. Client may not assign this Agreement or any of the rights granted by DMS hereunder, in whole or in part, without the prior written consent of DMS, and any attempt to do so shall be void. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

21. ACKNOWLEDGEMENT AND EXCLUSIVITY. CLIENT ACKNOWLEDGES THAT CLIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. CLIENT FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN CLIENT AND DMS, AND THAT IT SUPERSEDES ANY PROPOSAL, PRIOR AGREEMENT, OR UNDERSTANDING, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN CLIENT AND DMS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE CHANGED, ALTERED, OR MODIFIED EXCEPT BY A WRITING SIGNED BY THE PARTIES. THE WAIVER OF A PARTY'S BREACH OF THIS AGREEMENT SHALL NOT OPERATE OR BE CONSTRUED AS A WAIVER OF ANY OTHER OR SUBSEQUENT BREACH.