

GroupUp Inc. Terms of Use Agreement

Last Updated: March 23, 2020

PLEASE READ THIS TERMS OF USE AGREEMENT (“**AGREEMENT**”) CAREFULLY. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND GROUPUP INC. (“**GROUPUP**,” “**WE**,” OR “**US**”).

By accessing or using any GroupUp website with an authorized link to this Agreement (“**Site**”) or downloading, installing or using any GroupUp mobile application with an authorized link to this Agreement (“**App**”), accessing or using any content, information, services, features or resources available or enabled via the Site or Application (collectively with the Site and Application, the “**Services**”), clicking on a button or taking any other action to signify your acceptance of this Agreement, or completing our account registration process, you: (1) agree to be bound by this Agreement and any future amendments and additions to this Agreement as published from time to time through the Site and Application; (2) represent you are of legal age in your jurisdiction of residence to form a binding contract with GroupUp; and (3) represent that you have the authority to enter into this Agreement personally and, if applicable, on behalf of any company, organization or other legal entity on whose behalf you use the Services and to bind that entity to this Agreement. References to “**you**,” “**User**” and “**Users**” in this Agreement refer to all individuals and other persons who access or use the Services, including, without limitation, any companies, organizations or other legal entities that register accounts or otherwise access or use the Services through their respective employees, agents or representatives. **Except as otherwise provided herein, if you do not agree to be bound by this Agreement, you may not access or use the Services.**

IF YOU SUBSCRIBE TO THE SERVICES FOR A TERM (THE “INITIAL TERM”), THEN THE AGREEMENT WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT GROUPUP’S THEN-CURRENT FEE FOR SUCH SERVICES UNLESS YOU OPT OUT OF THE AUTO-RENEWAL IN ACCORDANCE WITH SECTION 2.3 BELOW.

PLEASE BE AWARE THAT SECTION 13 OF THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION PROVISION THAT REQUIRES MOST DISPUTES BETWEEN US TO BE RESOLVED ON AN INDIVIDUAL, NON-CLASS ACTION BASIS THROUGH BINDING AND FINAL ARBITRATION INSTEAD OF IN COURT.

1. REGISTRATION. In order to access certain features of the Site and Services, you may be required to become a Registered User. For the purposes of this Agreement, a “**Registered User**” is a User who has registered for any Account (as defined below). In some cases, you may only become a Registered User if you are invited by your employer or are otherwise considered an authorized user of a customer who has entered into an agreement with us. When registering an account for the Services (“**Account**”), you agree to provide only true, accurate, current and complete information requested by the registration form (the “**Registration Data**”) and to promptly

update the Registration Data thereafter as necessary to keep it current. You represent that you are not barred from using the Services under any applicable law and that you will be responsible for all activities that occur under your Account. You agree to monitor your Account to restrict its use by minors and other unauthorized users and agree not to share your Account or password with anyone. You further agree to notify GroupUp immediately of any unauthorized use of your password or any other breach of the security of your Account and to exit from your Account at the end of each session. You acknowledge and agree that you have no ownership or other property interest in your Account and that all rights in and to your Account are owned by and inure to the benefit of GroupUp.

2. FEES AND PURCHASE TERMS.

2.1 Payment. You agree to pay for all orders made from your Account in accordance with the prices and billing terms in effect at the time an order is made from your Account, regardless of whether you actually receive the products. You also agree to pay all applicable taxes. To make an order through the Services, you must provide valid payment information (e.g. credit card, debit card, and/or PayPal Account) (your “**Payment Provider**”) through the Site or App. Payments are processed using our third party payment processor Stripe (<http://www.stripe.com>). By making an order through the Services, you also agree (i) to be bound by Stripe’s terms of service (<http://www.stripe.com/payment-terms/legal>), (ii) the payment method(s) you provide will immediately be charged for all fees and taxes applicable to your order, (iii) payment information and instructions required to complete the payment transactions may be shared between GroupUp, Stripe, and its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services), and (iv) no additional notice or consent is required for the foregoing authorizations. You agree to immediately update your Account in the event of any change in your payment information. GroupUp reserves the right at any time to change its prices and billing methods. For more information on how payments are handled by Stripe, or to understand the data security and privacy afforded such information, please refer to Stripe’s terms of service (<http://www.stripe.com/payment-terms/legal>) and privacy policy (<https://stripe.com/us/privacy>).

2.2 Subscription Fees. GroupUp may offer users the ability to subscribe to its software, Remotion, on a periodic basis, whether monthly or annually. You will be responsible for payment of the applicable fee for any such subscription (each, a “**Subscription Fee**”) at the time you create your Account and select your subscription package (each, a “**Subscription Commencement Date**”). No contract will exist between you and GroupUp for any subscription until GroupUp accepts your order by a confirmatory e-mail or other appropriate means of communication.

2.3 Automatic Renewal. Your subscription for Remotion will continue indefinitely until terminated in accordance with the Agreement. **After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically commence on the first day following the end of such period (each, a “Renewal Commencement Date”) and continue for an additional equivalent period, at GroupUp’s then-current price for such**

subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription at least thirty (30) days prior to the Renewal Commencement Date (or in the event that you receive a notice from GroupUp that your subscription will be automatically renewed, you will have thirty days from the date of the GroupUp notice). If you do not wish your Account to renew automatically, or if you want to change or terminate your subscription, please contact GroupUp at hello@remotion.com. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires.

2.4 Refunds. Except as approved by GroupUp in its sole discretion, all fees paid are non-refundable.

3. USER CONTENT.

3.1 Responsible Party for Content. You acknowledge that all content is the sole responsibility of the party from whom such content originated. This means that each User is entirely responsible for all content that that User makes available through the Services (“**User Content**”). GroupUp has no obligation to pre-screen any content. You use all User Content and interact with other Users at your own risk. Without limiting the foregoing, GroupUp reserves the right in its sole discretion to pre-screen, refuse, or remove any content. GroupUp shall have the right to remove any content that violates this Agreement or is otherwise objectionable.

3.2 Ownership of Your Content. GroupUp does not claim ownership of any User Content you make available on the Services (“**Your Content**”). However, when you as a User post or publish Your Content on or in the Services, you represent that you have all of the necessary rights to grant GroupUp the license set forth in Section 3.3. Except with respect to Your Content, you agree that you have no right or title in or to any content that appears on or in the Services.

3.3 License to Your Content. Subject to any applicable Account settings, you grant GroupUp a right to copy, use, and display Your Content (in whole or in part) and create derivative works from Your Content for purposes of operating and providing the Services. Note that other Users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of the Services.

3.4 Other Restrictions on User Conduct. You agree not to use the Services for any purpose prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third-party to) (a) take any action or (b) make available any content on or through the Services that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without GroupUp's prior written consent, such as contests, sweepstakes, barter,

advertising, or pyramid schemes; or (v) impersonates any person or entity, including any employee or representative of GroupUp.

4. FEEDBACK. You agree that your submission of any ideas, suggestions, documents, and/or proposals to GroupUp (“**Feedback**”) is at your own risk and that GroupUp has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to GroupUp a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

5. OWNERSHIP OF AND LICENSE TO USE SERVICES.

5.1 Use of the Services. Except with respect to User Content, GroupUp and its suppliers own all rights, title and interest in the Services. The Services are protected by copyright and other intellectual property laws throughout the world. Subject to this Agreement, GroupUp grants you a limited license to use the Services solely for your personal non-commercial purposes. Any future release, update or other addition to the Services shall be subject to this Agreement. GroupUp, its suppliers, and its service providers reserve all rights not granted in this Agreement.

5.2 Trademarks. GroupUp's stylized name and other related graphics, logos, service marks and trade names used on or in connection with the Services are the trademarks of GroupUp and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners. You will not remove, alter or obscure any copyright notice, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

6. RESTRICTIONS ON USE OF THE SERVICES. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Services or any portion of Services; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form); (c) you shall not use any metatags or other “hidden text” using GroupUp’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from the Services; (f) you shall not access Services in order to build similar or competitive products or services; (g) except as expressly stated herein, no part of Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (h) you shall not

remove or destroy any copyright notices or other proprietary markings contained on or in Services; (i) you shall not circumvent, remove, alter, deactivate, degrade, or thwart any of the protections of the Services; (j) you will not take any action that imposes or may impose (in our sole determination) an unreasonable or disproportionately large load on our technical infrastructure; and (k) you will not interfere with or attempt to interrupt the proper operation of the Services through any virus, device, information collection or transmission mechanisms, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Services through hacking, password or data mining, or any other means. Any future release, update or other addition to Services shall be subject to this Agreement. GroupUp reserves all rights not granted in this Agreement. Any unauthorized use of Services terminates the licenses granted by GroupUp pursuant to this Agreement. The foregoing sentence is not exclusive of any other rights or remedies that may be available to GroupUp under law, equity, statute, or otherwise.

7. THIRD-PARTY SERVICES.

7.1 Third-Party Websites, Applications & Ads. The Services may contain links to third-party services such as third party websites, applications, or ads ("**Third-Party Links**"). When you click on such a link, we will not warn you that you have left the Services. GroupUp does not control and is not responsible for Third-Party Links. GroupUp provides these Third-Party Links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to them, or any content, products or services accessible through such links. Your use of all Third-Party Links is at your own risk.

7.2 App Stores. You acknowledge and agree that the availability of the Application is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play Store ("**App Store**"). You acknowledge that this Agreement is between you and GroupUp and not with the App Store. GroupUp, not the App Store, is solely responsible for Services, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with Services, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using Services, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of this Agreement and will have the right to enforce them.

7.3 Additional Terms for Apple Apps. With respect to any Application accessed through or downloaded from the Apple App Store (an "**App Store Sourced Application**"), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system)

and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. In addition, the following terms apply to any App Store Sourced Application:

(a) You acknowledge and agree that (i) this Agreement is concluded between you and GroupUp only, and not Apple, and (ii) GroupUp, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between GroupUp and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of GroupUp.

(d) You and GroupUp acknowledge that, as between GroupUp and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

(e) You and GroupUp acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party’s intellectual property rights, as between GroupUp and Apple, GroupUp, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

(f) You and GroupUp acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(g) Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

7.4 Additional Terms for Google Apps. The following applies to any Google Play Sourced Application accessed through or downloaded from Google Play:

(a) You acknowledge and agree that (i) the Agreement are concluded between you and GroupUp only, and not Google, Inc. (“**Google**”), and (ii) GroupUp, not Google, is solely responsible for the Google Play Sourced Application and content thereof. Your use of the Google Play Sourced Application must comply with the Google Play Agreement of Service.

(b) Google is only a provider of Google Play where you obtained the Google Play Sourced Application.

(c) GroupUp, and not Google, is solely responsible for its Google Play Sourced Application;

(d) Google has no obligation or liability to you with respect to GroupUp’s Google Play Sourced Application or this Agreement; and

(e) You acknowledge and agree that Google is a third-party beneficiary to this Agreement as it relates to GroupUp’s Google Play Sourced Application.

2. INDEMNIFICATION. You agree to indemnify and hold GroupUp, its parents, subsidiaries, affiliates, officers, employees, contractors, agents, business partners, and licensors (collectively, the “**GroupUp Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) your misuse of the Services; (b) your violation of this Agreement; (c) your violation of any rights of another party, including any Users; or (d) your violation of any applicable laws, rules or regulations. GroupUp reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with GroupUp in asserting any available defenses. You agree that the provisions in this Section will survive any termination of this Agreement or your access to Services.

3. DISCLAIMER OF WARRANTIES AND CONDITIONS.

3.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF SERVICES IS AT YOUR SOLE RISK, AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. THE GROUPUP PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. GROUPUP PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE

SERVICES WILL MEET YOUR REQUIREMENTS; (2) THE INFORMATION, CONTENT, AND DATA ON THE SERVICES ARE ACCURATE; (3) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (4) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

3.2 YOU ACKNOWLEDGE AND AGREE THAT THE GROUPUP PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE GROUPUP PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

3.3 CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

4. LIMITATION OF LIABILITY.

4.1 Disclaimer of Certain Damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE GROUPUP PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE OR FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF DATA, PRODUCTION, OR USE, BUSINESS INTERRUPTION OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT GROUPUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE AMOUNT THAT THE GROUPUP PARTIES ARE LIABLE TO YOU EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO GROUPUP BY YOU WITH RESPECT TO THE PRODUCTS PURCHASED BY YOU AND UNDER WHICH LIABILITY FIRST AROSE.

4.3 User Content and Settings. The GroupUp Parties assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any content, User communications, or personalization settings.

4.4 Basis of the Bargain. The limitations of damages set forth above are fundamental elements of the basis of the bargain between GroupUp and you.

5. TERMINATION. At its sole discretion, GroupUp may modify or discontinue the Services, or may modify, suspend or terminate your access to the Services, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the Services, GroupUp reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after your right to use the Services is terminated, this Agreement will remain enforceable against you and unpaid amounts you owe to GroupUp for any purchases will remain due. All provisions of the Agreement which by

their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

6. INTERNATIONAL USERS. The Services can be accessed from countries around the world and may contain references to services and content that are not available in your country. These references do not imply that GroupUp intends to announce or promote the availability of such services or content in your country. Services are controlled and offered by GroupUp from its facilities in the United States of America. GroupUp makes no representations that Services are appropriate or available for use in other locations. Those who access or use Services from other countries do so at their own volition and are responsible for compliance with local law.

7. DISPUTE RESOLUTION. Claims relating to this Agreement or the Services will be resolved through final and binding arbitration, except as set forth below. JAMS will administer the arbitration under its Streamlined Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration will be held in San Francisco, California. Notwithstanding these arbitration provisions, either party may bring suit in the federal or state courts located in San Francisco, California solely for injunctive relief to stop unauthorized use or abuse of the Services or infringement of intellectual property rights and both GroupUp and you agree to personal jurisdiction there. All disputes will be resolved on an individual basis and you may not bring a claim in a class, consolidated or representative action. Class arbitrations, class actions, private attorney general actions, and consolidations with other arbitrators are not allowed under this Agreement.

8. GENERAL PROVISIONS.

8.1 Electronic Communications. The communications between you and GroupUp use electronic means, whether you visit Services or send GroupUp e-mails, or whether GroupUp posts notices on Services or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from GroupUp in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications related to these Agreement that GroupUp provides to you electronically satisfy any legal requirement that such communications would satisfy if they were made in writing in a physical document. The foregoing does not affect your statutory rights.

8.2 Assignment. This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without GroupUp's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

8.3 Force Majeure. GroupUp shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

8.4 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and GroupUp agree that all claims and disputes arising out of or relating to this Agreement or the Services will be litigated exclusively in the state courts located in San Mateo County, California or federal courts located in the Northern District of California.

8.5 Governing Law. THIS AGREEMENT AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THIS AGREEMENT.

8.6 Notice. Where GroupUp requires that you provide an e-mail address, you are responsible for providing GroupUp with your most current e-mail address. In the event that the last e-mail address you provided to GroupUp is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, GroupUp's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to GroupUp at the following address: GroupUp Inc., 1639 19th Street, San Francisco, California 94107. Such notice shall be deemed given when received by GroupUp by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

8.7 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

8.8 Severability. If any portion of these Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

8.9 Entire Agreement. This Agreement are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.