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12. MISCELLANEOUS.

- a) *Governing Law*. This EULA is governed by the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this EULA. The parties hereby submit to the personal jurisdiction of the state

and federal courts in the state of Ohio. Exclusive venue for any litigation permitted under this EULA shall be with the state and federal courts located in the county of Franklin, state of Ohio.

- b) *Rights to Injunctive Relief.* You acknowledge that remedies at law may be inadequate to provide Adaptive BC Solutions, if an aggrieved party, with full compensation in the event of your breach, and that Adaptive BC Solutions shall be entitled to seek injunctive relief from a court of competent jurisdiction in the event of any such breach. Such injunction shall be in addition to, and not in lieu of other remedies available at law or in equity. You expressly agree that you shall not seek bond in connection with the issuance of any such injunction.
- c) *Assignment.* The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be. Neither this EULA nor any rights granted hereunder may be sold, leased, assigned or otherwise transferred, in whole or in part, by you without the express written permission of Adaptive BC Solutions.
- d) *Severability.* If for any reason a court of competent jurisdiction or arbitrator finds any provision of this EULA, or any portion hereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of this EULA will continue in full force and effect.
- e) *No Waiver.* Failure by either party to enforce any provision of this EULA will not be deemed a waiver of future enforcement of that or any other provision, and no waiver of one breach will constitute a waiver of subsequent breaches of the same or of a different nature.
- f) *Complete Agreement.* This EULA constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this EULA will be binding unless in writing and signed by a duly authorized representative of both parties.
- g) *Headings.* Section and subsection headings of this EULA are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.
- h) *Force Majeure.* Adaptive BC Solutions shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to: acts of God; war, riot, embargoes, acts of civil or military authority, or terrorism; fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, or any failure of a computer, server or software, for so long as such event continues to delay Adaptive BC Solutions' performance.
- i) *Transmission of Data.* You acknowledge that if you are accessing, downloading, or uploading data across various media, information may be transmitted over local exchange, inter-exchange and Internet backbone carrier lines and through routers, switches and other devices owned, maintained and serviced by third party local exchange and long distance carriers, utilities, Internet service providers and others, all of which are beyond the control and jurisdiction of Perfect Practice and their suppliers. Accordingly, Adaptive BC Solutions assumes no liability for

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- j) *Contact Information.* Should you desire to contact Adaptive BC Solutions for any reason, please contact Adaptive BC Solutions at info@readinessanalytics.com.
- k) *Export Controls.* You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.