

4me Customer Agreement

Updated March 31, 2018

This 4me Customer Agreement (“Agreement”) is a binding agreement between 4me, Inc. (“4me”) and the legal entity you represent (“Customer”). This Agreement incorporates by reference (1) the [Privacy Policy](#) (2) the [Terms of Use](#), and (3) the [Acceptable Use Policy](#) (“AUP”). These policies and terms may be modified by 4me from time to time.

1. The Service

The service covered by this Agreement is the 4me service (“Service”) that 4me makes available for a fee. The Service is an enterprise-class service management solution that allows an organization’s internal and external service providers to collaborate seamlessly, while the level of service that each party provides is tracked in real time.

2. Modifications to this Agreement

The Customer agrees that 4me may modify this Agreement or any policy or other terms referenced in this Agreement (collectively, “Additional Policies”) at any time by posting a revised version of the Agreement or such Additional Policy on the www.4me.com website. In addition to this, the Customer will be notified in accordance with Section 14.

The revised terms shall take effect thirty (30) days after notice was provided. By continuing to use or receive the Service after the effective date of any revisions to this Agreement or any Additional Policies, the Customer agrees to be bound by the revised Agreement or any revised Additional Policies.

3. Term, Termination and Suspension

3.1 Term

The term of this Agreement (“Term”) commences as soon as the Customer starts using the Service. The Agreement remains in effect until terminated by the Customer or 4me in accordance with this Section 3.

3.2 Termination by Customer for Convenience

The Customer may terminate this Agreement for any reason or no reason at all, at the Customer's convenience, by providing 4me written notice of termination in accordance with Section 14.

3.3 Suspension or Termination by 4me Other Than for Cause

4me may suspend the Customer's right and license to use the Service, or terminate this Agreement in its entirety (and, accordingly, cease providing the Service to the Customer), for any reason or for no reason, at 4me's discretion at any time by providing the Customer six (6) calendar months advance notice in accordance with the notice provisions set forth in Section 14 below.

3.4 Suspension or Termination by 4me for Cause

4me may suspend the Customer's right and license to use the Service, or terminate this Agreement in its entirety (and, accordingly, the Customer's right and license to use the Service), for cause effective as set forth below:

3.4.1 Immediately upon 4me's notice to the Customer in accordance with the notice provisions set forth in Section 14 below if: (i) the Customer attempts a denial of service attack on the Service; (ii) the Customer seeks to hack or break any security mechanism of the Service or 4me otherwise determines that the Customer's use of the Service poses a security or service risk to 4me or any user of the Service or may subject 4me or any third party to liability, damages or danger; (iii) the Customer otherwise uses the Service in a way that disrupts or threatens the Service; (iv) the Customer is in default of its payment obligations hereunder; (v) 4me determines, in 4me's sole discretion, that there is evidence of fraud with respect to the Customer's account; (vi) the Customer uses any of the 4me Content (as defined in Section 5.1) other than as expressly permitted herein; (vii) 4me receives notice or 4me otherwise determines, in 4me's sole discretion, that the Customer may be using the Service for any illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the rights of any third party; (viii) 4me determines, in its sole discretion, that 4me's provision of the Service to the Customer is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or (ix) subject to applicable law, upon the Customer's liquidation, commencement of dissolution proceedings, disposal of the Customer's assets, failure to continue the Customer's business, assignment for the benefit of creditors, or if the Customer becomes the subject of a voluntary or involuntary bankruptcy or similar proceeding.

3.4.2 Thirty (30) days following 4me's provision of notice to the Customer in accordance with the notice provisions set forth in Section 14 below if the Customer is in default of any payment obligation with respect to the Service or if any payment mechanism the Customer has provided to 4me is invalid or charges are refused for such payment mechanism, and the Customer fails to cure such payment obligation default or correct such payment mechanism problem within such thirty (30) day period.

3.4.3 Fifteen (15) days following 4me's provision of notice to the Customer in accordance with the notice provisions set forth in Section 14 below if the Customer breaches any other provision of this Agreement and fails, as determined by 4me, in 4me's sole discretion, to cure such breach within such fifteen (15) day period.

3.5 Effect of Suspension or Termination

3.5.1 Suspension

Upon 4me's suspension of the Customer's use of the Service, in whole or in part, for any reason, (i) fees will continue to accrue for the Service if it is still in use by the Customer, notwithstanding the suspension; (ii) the Customer remains liable for all fees, charges and any other obligations the Customer has incurred through the date of suspension with respect to the Service; and (iii) all of the Customer's rights with respect to the Service shall be terminated during the period of the suspension.

3.5.2 Termination

Upon termination of this Agreement for any reason: (i) the Customer remains liable for all fees, charges and any other obligations the Customer has incurred through the effective date of termination with respect to the Service; and (ii) all of the Customer's rights under this Agreement shall immediately terminate at the effective date of termination.

3.6 Survival

In the event this Agreement is terminated for any reason, Sections 3 and 7 (with respect to payments that are accrued but unpaid at the time of termination), and 8 through 15 will survive any such termination.

3.7 Data Preservation in the Event of Suspension or Termination

3.7.1 In the Event of Suspension Other Than for Cause

In the event of a suspension by 4me of the Customer's access to the Service for any reason other than a for cause suspension under Section 3.4.1, during the period of suspension, 4me will not take any action to intentionally erase any of the Customer's data stored in the Service.

3.7.2 In the Event of Termination Other Than for Cause

In the event of any termination by 4me of the Service, or termination of this Agreement in its entirety, other than a for cause termination under Section 3.4.1, (i) 4me will not take any action to intentionally erase any of the Customer's data stored in the Service for a period of thirty (30) days after the effective date of termination; and (ii) the Customer post-termination retrieval of data stored in the Service will be conditioned on

the Customer's payment in full of any amounts due 4me, and the Customer's compliance with terms and conditions 4me may establish with respect to such data retrieval.

3.7.3 In the Event of Other Suspension or Termination

Except as provided in Sections 3.7.1 and 3.7.2 above, 4me shall have no obligation to continue to store the Customer's data during any period of suspension or termination or to permit the Customer to retrieve the same.

3.8 Post-Termination Assistance

Following the suspension or termination of the Customer's right to use the Service by 4me or by the Customer for any reason other than a for cause termination (i.e. a termination under Section 3.2 or under Section 3.3), the Customer shall be entitled to take advantage of any post-termination assistance 4me may generally make available with respect to the Service, such as data retrieval arrangements 4me may elect to make available. 4me may also endeavor to provide the Customer unique post-suspension or post-termination assistance, but 4me shall be under no obligation to do so. The Customer's right to take advantage of any such assistance, whether generally made available with respect to the Service or made available uniquely to the Customer, shall be conditioned upon the Customer's acceptance of and compliance with any fees and terms 4me specifies for such assistance.

4. Authorization and License to Use the Service

Subject to the Customer's acceptance of and compliance with this Agreement and with the payment requirements for the Service, 4me hereby grants the Customer a limited, non-exclusive, non-transferable, non-sublicenseable right and license, in and under 4me's intellectual property rights, to access and use the Service, solely in accordance with the terms and conditions of this Agreement.

4.1 Permitted Uses Generally

4.1.1 The Customer may write and/or use software or web sites ("Applications") that interface with the Service. The Customer acknowledges that 4me may change, deprecate or republish APIs (as defined in Section 5.1 below) for the Service or feature of the Service from time to time, and that it is the Customer's responsibility to ensure that calls the Customer makes to the Service are compatible with then-current APIs for the Service. The Customer further acknowledges that 4me may change or remove features or functionality of the Service at any time.

4.1.2 The Customer may make network calls or requests to the Service at any time that the Service is available, provided that, unless otherwise set forth in the Authorized Use Policy for the Service ("AUP"), the Customer and the Customer's Applications may not

exceed the maximum file size or maximum calls per time interval limit set forth for the Service.

4.2 Restricted Uses Generally

4.2.1 The Customer may not interfere or attempt to interfere in any manner with the functionality or proper working of the Service.

4.2.2 The Customer may not compile or use the 4me Properties (as defined in section 5.1) or any other information obtained through the Service for the purpose of direct marketing, spamming, unsolicited contacting of other users of the Service, or other impermissible advertising, marketing or other activities, including, without limitation, any activities that violate anti-spamming laws and regulations.

4.2.3 The Customer may not remove, obscure, or alter any notice of any intellectual property or proprietary right designation appearing on or contained within the Service or on any 4me Properties.

4.2.4 Subject to the terms and conditions of this Agreement, the Customer may generally publicize the Customer's use of the Service; however, the Customer may not issue any press release with respect to the Service or this Agreement without prior written consent from 4me.

4.3 Monitoring Use of the Service

The Customer agrees 4me may monitor the Customer's use, including the use of the Customer's Applications, of the Service for the purpose of verifying the Customer's compliance with this Agreement. The customer may not seek to block or otherwise interfere with such monitoring.

5. License to Use the 4me Properties

5.1 4me Properties

4me may make available to the Customer, for the Customer's installation, copying and/or use in connection with the Service, from time to time, a variety of software, data and other content and printed and electronic documentation (all such materials, the "4me Properties"). Subject to the Customer's acceptance of this Agreement, ongoing compliance with its terms and conditions with respect to the Service, and payment if and as required for the Customer's right to use the Service, 4me hereby grants to the Customer, without the right to sublicense, a limited, non-exclusive, non-transferable license during the Term, under 4me's intellectual property or proprietary rights in the 4me Properties, only to install, copy and use the 4me Properties solely in connection with and as necessary for the Customer's use of the Service and solely to the extent that the Customer's use of the Service is in compliance with all the terms and conditions of this Agreement. The 4me Properties may include, without limitation:

- Proprietary application programming interfaces (“APIs”);
- Articles and documentation for use in connection with the use of the Service and its related APIs (collectively, “Documentation”);
- Specifications describing the operational and functional capabilities, use limitations, technical and engineering requirements, and testing and performance criteria relevant to the proper use of the Service and its related APIs and other technology;
- Textual materials made available as part of the Service (“Text Materials”); and
- Other forms of digital content, data, text, images, logos, user interface designs and other creative designs, audio and video (with the Text Materials, collectively, “4me Content”).
- UPC (Universal Product Code)

Except as may be expressly authorized under this Agreement:

- The Customer may not, and may not attempt to, modify, alter, tamper with, repair, or otherwise create derivative works of any software included in or accessed via any of the 4me Properties.
- The Customer may not, and may not attempt to, reverse engineer, disassemble, or decompile 4me Properties or apply any other process or procedure to derive the source code of any software included in or accessed via any of the 4me Properties.

5.2 Nonexclusive Rights

The rights granted by 4me in this Agreement with respect to the 4me Properties, including trademarks, service marks, service or trade names, logos, and other designations of the 4me Institute, are nonexclusive.

6. Downtime and Service Suspensions; Security

6.1 Downtime and Service Suspensions

In addition to 4me’s rights to suspend or terminate the Service to the Customer as described in Section 3 above, the Customer acknowledges that: (i) the Customer’s access to and use of the Service may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Service for any reason, including as a result of power outages, system failures or other interruptions; and (ii) 4me shall also be entitled, without any liability to the Customer, to suspend access to any portion or all of the Service at any time, on a Service-wide basis: (a) for scheduled downtime to permit 4me to conduct maintenance or make modifications to the Service; (b) in the event of a denial of service attack or other attack on the Service or other event that 4me determines, in 4me’s sole discretion, may create a risk to the Service, to the Customer or to any of 4me’s other customers if the Service were not suspended; or (c) in the event that 4me determines that the Service is prohibited by law or 4me otherwise determine that it is necessary or prudent to do so for

legal or regulatory reasons (collectively, “Service Suspensions”). Without limitation to Section 10.5, 4me has no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that the Customer may incur as a result of any Service Suspension. To the extent 4me is able, 4me will endeavor to provide the Customer notice of any Service Suspension in accordance with the notice provisions set forth in Section 14 below and to post updates on the www.4me.com website regarding resumption of the Service following any such suspension, but shall have no liability for the manner in which 4me may do so or if 4me fails to do so.

6.2 Security

4me strives to keep the Customer’s Content (as defined in section 9.2) secure, but cannot guarantee that 4me will be successful at doing so, given the nature of the Internet. 4me will have no liability to the Customer for any unauthorized access or use, corruption, deletion, destruction or loss of any of the Customer’s Content.

7. Fees

7.1 Service Fees

Fees for the Service are effective from the moment an account is activated within the Service for the Customer. 4me may increase or add new fees for the Service, by giving the Customer six (6) calendar months advance notice. All fees payable by the Customer are exclusive of applicable taxes and duties, including, without limitation, VAT and applicable sales tax. The Customer will provide such information to 4me as reasonably required to determine whether 4me is obligated to collect VAT from the Customer, including without limitation the Customer’s tax identification number.

7.2 Payment

4me may specify the manner in which the Customer will pay any fees. All amounts payable by the Customer under this Agreement will be made without setoff or counterclaim and without deduction or withholding. If any deduction or withholding is required by applicable law, the Customer shall notify 4me and shall pay such additional amounts to 4me as necessary to ensure that the net amount that 4me receives, after such deduction and withholding, equals the amount 4me would have received if no such deduction or withholding had been required. Additionally, the Customer shall provide 4me with documentation that the withholding and deducted amounts have been paid to the relevant taxing authority.

8. Confidentiality

8.1 Use and Disclosure

The Customer shall not disclose 4me Confidential Information during the Term or at any time during the three (3) year period following the end of the Term. As used in this Agreement, "4me Confidential Information" means all nonpublic information disclosed by 4me, 4me's business partners or 4me's or their respective agents or contractors that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. 4me Confidential Information includes, without limitation, (i) nonpublic information relating to 4me's or 4me's business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs, (ii) third-party information that 4me is obligated to keep confidential, and (iii) the nature, content and existence of any discussions or negotiations between the Customer and 4me. Confidential Information does not include any information described in Section 8.2 or any information that 4me is required to disclose by law.

8.2 Excluded Information

Notwithstanding any other provision in this Agreement, the Customer shall not have any confidentiality obligation to 4me under Section 8.1 above, with respect to any information provided or made available by 4me hereunder, and 4me shall not have any confidentiality or non-use obligation to the Customer hereunder with respect to any information, software application, data or content provided or made available by the Customer hereunder that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the receiving party at the time of its receipt from the disclosing party; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortuous act; or (iv) can be shown by documentation to have been independently developed by the receiving party.

8.3 Conflict with Separate Non-Disclosure Agreement.

If the Customer and 4me are parties to a separate non-disclosure agreement ("Stand-Alone NDA") and there is a conflict between the terms of the Stand-Alone NDA and the terms of this Section 8, the terms of the Stand-Alone NDA shall control.

9. Intellectual Property

9.1 The Service and the 4me Properties

Other than the limited use and access rights and licenses expressly set forth in this Agreement, 4me reserves all rights, title and interest (including all intellectual property and proprietary rights) in and to: (i) the Service; (ii) the 4me Properties; (iii) the trademarks, service marks, service or trade names, logos, and other designations of 4me; and (iv) any other technology and software that 4me provides or uses to provide the Service and the 4me Properties. The Customer does not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in the Service, the 4me Properties, the trademarks, service marks, service or trade names, logos, and other designations of 4me, or other technology and software (including third party

technology and software), except for the limited use and access rights described in this Agreement.

9.2 Customer's Applications, Data and Content

Other than the rights and interests expressly set forth in this Agreement, and excluding 4me Properties and works derived from 4me Properties, the Customer reserves all right, title and interest (including all intellectual property and proprietary rights) in and to content and data the Customer may send to 4me or the Service ("Customer's Content").

9.3 Feedback

In the event the Customer elects, in connection with the Service, to communicate to 4me suggestions for improvements to the Service or the 4me Properties (collectively, "Feedback"), 4me shall own all right, title, and interest in and to the same, even if the Customer has designated the Feedback as confidential, and 4me shall be entitled to use the Feedback without restriction. The Customer hereby irrevocably assigns all right, title and interest in and to the Feedback to 4me.

9.4 Non-Assertion

During and after the term of the Agreement, with respect to the Service, the Customer will not assert, nor will the Customer authorize, assist, or encourage any third party to assert, against 4me or any of 4me's customers, end users, business partners, licensors, sublicensees or transferees, any patent infringement or other intellectual property infringement claim with respect to the Service.

10. Representations and Warranties; Disclaimers; Limitations of Liability

10.1 Use of the Service

The Customer represents and warrants that the Customer will not use the Service, 4me Properties and/or the Customer's Content: (i) in a manner that infringes, violates or misappropriates any rights of 4me or any third party; (ii) to engage in spamming or other impermissible advertising, marketing or other activities, including, without limitation, any activities that violate anti-spamming laws and regulations; (iii) in any manner that constitutes or facilitates the illegal export of any controlled or otherwise restricted items, including, without limitation, software, algorithms or other data that is subject to export laws; (iv) in a manner that violates applicable data protection and privacy laws and regulations; and/or (v) in a way that is otherwise illegal or promotes illegal activities, including, without limitation, in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, gender, religion, nationality, disability, sexual orientation, or age.

10.2 Applications and Content

The Customer represents and warrants that the Customer is solely responsible for the operation and maintenance of the Customer's Applications that interface with the Service and for the Customer's Content, including without limitation, the accuracy, security, legality, appropriateness, privacy and completeness of the Customer's Content, and that neither the Customer's Applications nor the Customer's Content contains any Harmful Components, and to the extent to which the Customer uses any of the trademarks, service marks, service or trade names, logos, and other designations of 4me, that the Customer will conduct its business in a professional manner and in a way that reflects favorably on the goodwill and reputation of 4me.

10.3 Public Software and Feedback

The Customer represents and warrants that the Customer will not use, and will not authorize any third party to use, any Public Software in connection with the Service in any manner that requires, pursuant to the license applicable to such Public Software, that the Service or any 4me Properties be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. With respect to any Feedback, the Customer represents and warrants that such Feedback, in whole or in part, contributed by or through the Customer, (i) contains no third party software or any software that may be considered Public Software and (ii) does not violate, misappropriate or infringe any intellectual property rights of any third party. "Public Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU's General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License, (ii) the BSD License and (iii) the Apache License.

10.4 Authorization and Account Information

The Customer represents and warrants that: (i) the information the Customer provides in connection with the Customer's registration for the Service is accurate and complete; (ii) the Customer is duly authorized to do business in the country or countries where the Customer operates, (iii) the Customer's employees, officers, representatives and other agents accessing the Service are duly authorized to access the Service and to legally bind the Customer to this Agreement and all transactions conducted in or with the Service.

10.5 Disclaimers

The Service, 4me Properties, and all technology, software, functions, content, images, materials and other data or information provided by 4me or 4me's licensors in connection therewith (collectively the "Service Instance") are provided "as is". 4me and 4me's licensors make no representations or warranties of any kind, whether express,

implied, statutory or otherwise with respect to the Service Instance. Except to the extent prohibited by applicable law, 4me and 4me's licensors disclaim all warranties, including, without limitation, any implied warranties, satisfactory quality, fitness for a particular purpose, non-infringement and quiet enjoyment. 4me and 4me's licensors do not warrant that the Service Instance will function as described, will be uninterrupted or error free, or free of harmful components, or that the data the Customer stores within the Service Instance will be secure or not otherwise lost or damaged. 4me and 4me's licensors shall not be responsible for any service interruptions, including, without limitation, power outages, system failures or other interruptions. No advice or information obtained by the Customer from 4me or from any third party or through the Service shall create any warranty not expressly stated in this Agreement.

10.6 Customer's Applications are Customer's Responsibility

In addition to the foregoing, 4me specifically disclaims all liability, and the Customer shall be solely responsible for the development, operation, maintenance and use of the Customer's Applications and for all materials that appear on or within the Customer's Applications.

10.7 Links

The www.4me.com website and/or the Service may contain links to websites that are not under 4me's control ("Third Party Sites"). 4me is not responsible for the contents or functionality of any Third Party Sites or any website that can be accessed via links on any Third Party Site. 4me provides these links to the Customer as a convenience and the inclusion of any such links does not constitute or imply 4me's endorsement or validation of any Third Party Site.

10.8 Limitations of Liability

Neither 4me nor any of 4me's licensors shall be liable to the Customer for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other losses (even if 4me was advised of the possibility of such damages) in connection with this agreement, including, without limitation, any such damages resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services; or (iii) unauthorized access to or alteration of the Customer's Content. In any case, 4me's aggregate liability under this agreement shall be limited to the amount actually paid by the Customer to 4me hereunder for the Service. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some or all of the above exclusions or limitations may not apply to the Customer, and the Customer may have additional rights.

11. Mutual Indemnification

11.1 Indemnification by 4me

4me shall defend the Customer against any claim, demand, suit, or proceeding (“Claim”) made or brought against the Customer by a third party alleging that the use of the Service or the 4me Properties as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify the Customer for any damages finally awarded against, and for reasonable attorney’s fees incurred by, the Customer in connection with any such Claim; provided, that the Customer (a) promptly give me written notice of the Claim; (b) give 4me sole control of the defense and settlement of the Claim (provided that 4me may not settle any Claim unless the settlement unconditionally releases the Customer of all liability); and (c) provide to 4me all reasonable assistance, at 4me’s expense.

11.2 Indemnification by Customer

The Customer shall defend 4me against any Claim made or brought against 4me by a third party alleging that the Customer’s Content, or the Customer’s use of the Service or the 4me Properties in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify 4me for any damages finally awarded against, and for reasonable attorney’s fees incurred by, 4me in connection with any such Claim; provided, that 4me (a) promptly gives the Customer written notice of the Claim; (b) gives the Customer sole control of the defense and settlement of the Claim (provided that the Customer may not settle any Claim unless the settlement unconditionally release 4me of all liability); and (c) provides to the Customer all reasonable assistance, at the Customer’s expense.

11.3 Exclusive Remedy

This Section 11 (Mutual Indemnification) states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of Claim described in this Section 11.

12. Import and Export Compliance and Restrictions

The Customer shall, in connection with the Customer’s use of the Service or the 4me Properties, comply with all applicable import, export and re-export control laws and regulations of any country, including the country-specific economic sanctions programs or embargoes adopted against countries or individuals under any applicable national or international legislation.

13. Governing Law

By using the Service, the Customer agrees that the laws of the State of California, without regard to principles of conflicts of laws, will govern this Agreement and any dispute of any sort that might arise between the Customer and 4me.

14. Notices

14.1 Notices to Customer

Except as otherwise set forth herein, notices made by 4me to the Customer under this Agreement that affect 4me customers generally (e.g., notices of an amended Agreement, AUP, etc.) will be posted on the www.4me.com website. Notices made by 4me under this Agreement for the Customer (e.g. notices of breach and/or suspension) will be provided to the Customer via the email address the Customer provided to 4me. It is the Customer's responsibility to keep the Customer's email address current and the Customer will be deemed to have received any email sent to any such email address, upon 4me's sending of the email, whether or not the Customer actually received the email.

14.2 Notices to 4me

For notices made by the Customer to 4me under this Agreement and for questions regarding this Agreement or the Service, the Customer may contact 4me as follows:

- 1). By submitting a request in the Service and assigning this request to 4me or the 4me partner organization that supports the Customer for the Service.
- 2). By sending an email to support@4me.com
- 3). By sending a letter to:

4me, Inc.
555 Bryant Street #156
Palo Alto, CA 94301
U.S.A.

14.3 Language

All communications and notices to be made or given pursuant to this Agreement shall be in the English language. If 4me provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

15. Miscellaneous Provisions

15.1 Third Party Activities

If the Customer authorizes, assists, encourages or facilitates another person or entity to take any action related to the subject matter of this Agreement, the Customer shall be deemed to have taken the action.

15.2 Severability

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement, and the rest of the Agreement shall remain in full force and effect.

15.3 Waivers

The failure by 4me to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision nor in any way affect 4me's right to enforce such provision thereafter. All waivers by 4me must be in writing to be effective.

15.4 Successors and Assigns

This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

15.5 Entire Agreement

This Agreement incorporates by reference all policies and guidelines posted on the www.4me.com website, including all Additional Policies, and constitutes the entire agreement between the Customer and 4me regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement, or communication between the Customer and 4me, whether written or oral, regarding such subject matter.

15.6 No Endorsement

The Customer understands and acknowledges that 4me is not certifying nor endorsing, and has no obligation to certify or endorse, any of the Customer's integrations with the Service, Applications that rely on the Service, or the Customer's Content stored in the Service.

15.7 Relationship

Nothing in this Agreement creates, or is intended to create, any type of joint venture, creditor-debtor, escrow, partnership or any employer/employee or fiduciary or franchise relationship between the Customer and 4me.