

ManyMe™ Terms of Service

Last modified: January 2, 2018

Welcome to ManyMe!

Thanks for using our services (“Services” or “ManyMe”), which are provided by Raven Fly, Inc. (“Raven”), located in Burlington, Massachusetts, United States. Some of our Services are provided at no charge (“Free Services”), while others are provided on a subscription basis for a monthly or annual fee (“Premium Services”).

By using our Services, you are agreeing to the following terms. Please read them carefully.

Using our Services

These terms and conditions, together with any additional terms and conditions provided within the Services themselves, shall form the complete agreement (hereinafter the “Agreement”) between Raven and you (“You” and “the Customer”). By indicating your acceptance of these terms and conditions, You represent and warrant that You have read, understand and agree to be bound by the terms of this Agreement (including the disclaimer of warranty and limitation of liability sections set forth below) to the exclusion of any other rights and obligations of any kind. You also understand that the Services, software and websites are provided via equipment and other resources located in the United States and other locations throughout the world and hereby consent to having data processed by Raven in the United States and other locations throughout the world.

1. License Terms and Restrictions

1.1. *License Grant.* RAVEN hereby grants You a nonexclusive, worldwide, non-transferable, right and license to access, use, execute and deploy the Services subject to the restrictions set forth in this Agreement. The Services are owned and operated by Raven; Raven is not transferring ownership or title to the Services to You. The Services are made available only according to this Agreement. Any reproduction, resale or redistribution of the Services that is not in accordance with this Agreement is expressly prohibited, and may result in civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Except as otherwise provided for herein, the license granted hereunder may not be transferred by You to any third party and is non-exclusive.

1.2. *Reservation of Intellectual Property Rights.* You acknowledge that the Services are proprietary to Raven and are protected by copyrights, trademarks, service marks, patents and/or other proprietary rights and laws. You may not remove any proprietary notices or labels from any of the Services, and may not alter, modify, redistribute, sell, auction, decompile, reverse engineer, disassemble or otherwise reduce any of the Services to a human-readable form. You may not reproduce, distribute or create any derivative works based on the Services without expressly being authorized in writing to do so by Raven. Further, You may not rent, lease, grant a security interest in or otherwise transfer any rights to the Services. Any and all content on the websites, software

and computer programs used to provide the Services are protected by copyright and other intellectual property laws. Except as specifically permitted herein, no portion of the information or content on such websites, software and computer programs may be reproduced in any form, or by any means, without prior written permission from Raven. All intellectual property rights not expressly granted in this Agreement are reserved to Raven and its suppliers. "ManyMe," associated logos, and other names, logos, icons and marks identifying Raven's Services are trademarks or service marks of Raven (collectively the "Trademarks") and may not be used without the prior written permission of Raven. All other product names mentioned are used for identification purposes only and may be trademarks or service marks of their respective holders. Nothing should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark without the written permission of Raven. Your use of the Trademarks except as provided in this Agreement is strictly prohibited.

1.3. Right to Updates and Upgrades. This license entitles You to receive any and all standard patches, fixes, and modifications ("Updates") made to the Services that you are entitled to use, so long as Raven, in its sole discretion, includes such Updates in a general release provided to other users entitled to use the same Services. Notwithstanding the previous sentence, Raven reserves the right to charge fees before granting You access to any new versions of a subscription (i.e., paid for) Premium Service, including feature improvements, enhancements or add-ons to the Services ("Upgrades"). You understand that Raven may make Updates to the Services and their related software at any time, in its sole discretion, but is under no obligation to inform You of any such Updates. To the extent that Raven supplies any Updates or Upgrades to You, they will be deemed to be subject to this Agreement, unless Raven indicates otherwise.

1.4. User Conduct. You are solely responsible for the content of Your computer(s), Your ManyMe account and any transmissions You may make when using the Services. Your use of the Services is subject to the terms of this Agreement and all applicable laws, rules and regulations, including local, state, national and international laws, rules and regulations. When using any of the Services You shall not: (i) post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus, trojan horse, worm or other harmful or destructive component; (ii) use the Service to send unsolicited commercial email in violation of applicable laws or for any illegal purposes; (iii) delete from the Service or its related software, documentation or any Raven website used in connection with the Service, any legal notices, disclaimers, or proprietary notices such as copyright or trademark notices, or modify any logos that You do not own or have express permission to modify; (iv) use the Service under false pretenses to attempt to gain unauthorized access to computer systems or devices that You do not have permission to access or otherwise interfere or disrupt any other networks connected to the Service; (v) use the Service to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy or use the Service to share copyrighted material that You do not own or have permission to share or distribute; and (vi) distribute any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature. Raven reserves the right to suspend or disable Your account or take any other action that Raven in its sole discretion deems necessary or appropriate in the event that Raven has reason to believe that Your conduct while using any of the Services has violated the terms of this Section 1.4.

1.5. *Account Password.* The Services provided by Raven hereunder require You to provide an email address (“Primary Email Address”) and to create a username and password for access to Your ManyMe account. For security purposes, Raven strongly recommends choosing a username and password for the Services that are different from the username and password for Your Primary Email Address. Raven does not send emails asking for Your ManyMe username and/or password or any other username or password. To keep the Services secure, You should keep all usernames and passwords confidential. Access to, and use of, password-protected and/or secure aspects of the Services is restricted to authorized users only. You shall not access or use someone else’s ManyMe account at any time, without first obtaining the permission of the account holder, and unauthorized individuals attempting to use any of the Services may be subject to prosecution. You agree to carefully safeguard all of Your passwords, and You are solely responsible if You do not maintain the confidentiality of your passwords and account information. Furthermore, You are solely responsible for any and all activity that occurs in Your ManyMe account. Raven is not liable for any loss incurred by You resulting from another’s use of Your username, password, account, or public/private key, as may be applicable, either with or without Your knowledge. However, You may be held liable for losses incurred by Raven or another party due to another’s use of Your password, account, or public/private key, as may be applicable, either with or without Your knowledge. You agree to immediately notify Raven of any unauthorized use of Your account or any other suspected breach of security known to You, including if You believe that Your password and/or account information has been stolen or otherwise compromised.

1.6. *Feedback.* Raven shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Services any suggestions, ideas, enhancement requests, recommendations or other information that You provide relating to the operation of the Services.

2. **Payment Terms and Fees**

2.1. *Accepted Payment Methods:* Payments for monthly or annual subscriptions to Raven’s Premium Services may be made by preauthorized credit card charge or other online payment services (such as PayPal®), as described further below. Please note that when You select credit card to make payments, the transaction is re-directed from Raven’s site to a third-party payment site and Your financial information is not shared with Raven.

- *Month-to-Month Subscriptions.* In the event that Your subscription to a Service is on a monthly basis, payment of the subscription fee must be by preauthorized credit card charge or other online payment services accepted by Raven (such as Stripe®), and Your subscription will automatically renew each calendar month unless You provide Raven with advance notice of non-renewal during the prior calendar month. You will automatically be charged the applicable monthly subscription fee for each month or partial month that Your month-to-month subscription is in effect.
- *Annual Subscriptions.* You may elect to purchase an annual subscription to a Service by credit card or other online payment services accepted by Raven (such as PayPal®). In the event that You cancel the payment card provided to Raven to pay for the Service or the card expires or is otherwise terminated, You must promptly provide Raven with a new valid card number in order to maintain Your subscription to the Service and avoid any disruptions to Your subscription renewal. You authorize Raven, from time-to-time, to undertake steps to determine whether the card number provided to Raven is a valid card number and

authorize Raven to automatically update Your credit card information using software designed for updating purposes.

2.2. *Use of Free Services.* Unless stated otherwise, Your use of any of Raven's Free Services, if any, does not require the payment of a subscription fee. For the avoidance of doubt, Your right and license to access, use, execute and deploy any of Raven's Free Services are not guaranteed for any period of time and Raven reserves the right, in its sole and absolute discretion, to restrict, limit or terminate the use of free Services by any individual, entity or group of entities.

2.3. *Late Payments.* Raven reserves the right to suspend, terminate or disable Your access to any of the Premium Services in the event that any fees owed hereunder to Raven are not received on or before the applicable payment due date.

2.4. *Taxes.* Customer agrees to be responsible for and to pay any applicable sales, personal property, use, VAT, excise, withholding, or any other applicable taxes that may be imposed, based on this license, or the use or possession of a Service, or any other product provided under this Agreement, excluding any taxes based on net income payable by Raven. If You are exempt from paying any sales, use or other taxes, You must provide Raven with appropriate evidence of tax exemption for all relevant jurisdictions.

2.5. *No Cancellations.* Except as otherwise provided for herein, You may not cancel, terminate or rescind a subscription during its term. Any and all payments by You to Raven for access to the Services are final.

2.6. *Account Audit.* Raven reserves the right to audit and review Your ManyMe account(s) at any time to confirm that Your usage of the Services is in accordance with the terms of this Agreement.

2.7. *Sales, Promotional Offers, Coupons and Pricing.* Sales, promotions and other special discounted pricing offers are temporary and, upon the renewal of Your subscription, any such discounted pricing offers may expire. Raven reserves the right to update its pricing and/or discontinue or modify any coupons, credits, sales and special promotional offers at its sole discretion.

3. Term and Termination

3.1. *Term; Renewal of Subscription Terms.* Unless terminated earlier pursuant to Section 3.2 below, Your subscription term(s) shall commence on the date on which Services are delivered to you, taking into effect any free-trial period, and shall continue for the period covered by Your subscription. Upon the expiration of Your initial subscription term, Your subscription shall automatically renew for successive terms unless You give Raven advance notice of non-renewal at least seven (7) days prior to the expiration of Your then-current subscription term.

3.2. *Right to Terminate.* Raven may, in its sole discretion, immediately terminate this Agreement and Your subscription, license and right to use a Service if (i) You fail to make timely payments of subscription fees as required for access to Your account; (ii) You breach the material terms of this

Agreement; (iii) there has not been any activity in your ManyMe account for nine (9) consecutive months, or (iv) Raven decides, in its sole discretion, to discontinue offering a Service to its users. In the event of discontinuance by Raven, You shall be entitled to reimbursement of a pro rata portion of any unused prepaid fees that You have paid hereunder to Raven.

3.3. *Effect of Termination.* When Your access to the Services is terminated and/or Your subscription is canceled, You may no longer have access to data and other material related to Your use of the Services and that material may be deleted by Raven. Raven shall not be liable to You or any third party for termination of a Service, deletion of data, or Your use of a Service or Services. All disclaimers and limitations of warranties and damages, and confidential commitments set forth in this Agreement or otherwise existing at law shall survive any termination, expiration or rescission of this Agreement

4. **Warranties**

RAVEN WARRANTS THAT THE SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER AND IN ACCORDANCE WITH ANY WRITTEN DOCUMENTATION OR PRODUCT DESCRIPTIONS PROVIDED BY RAVEN OR OTHERWISE MADE AVAILABLE ON RAVEN'S WEBSITE. CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, AT THE SOLE DISCRETION OF RAVEN, THE RESTORATION OF THE SERVICES IN A MANNER THAT CONFORMS TO THESE WARRANTIES OR THE TERMINATION OF THE SERVICES AND THIS AGREEMENT. EXCEPT AS PROVIDED ABOVE, ALL INFORMATION, DOCUMENTATION AND SERVICES PROVIDED BY RAVEN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND CUSTOMER EXPRESSLY AGREES THAT ITS USE OF THE SERVICES IS AT ITS OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RAVEN EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. RAVEN MAKES NO WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE. NOR DOES RAVEN MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICES. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT CUSTOMER'S OWN RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICES, WHETHER MADE BY EMPLOYEES OF RAVEN OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY RAVEN FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF RAVEN WHATSOEVER. MENTION OF ANY NON-RAVEN PRODUCTS OR SERVICES IS FOR INFORMATION PURPOSES ONLY AND CONSTITUTES NEITHER AN ENDORSEMENT NOR A RECOMMENDATION. IN THE EVENT THAT APPLICABLE LAW LIMITS THE EXCLUSION OF IMPLIED WARRANTIES ABOVE, THE MAXIMUM AMOUNT OF EXCLUSIONS ALLOWED UNDER APPLICABLE LAW SHALL BE APPLIED.

5. **Limitation of Liability**

5.1. *Limitation of Liability.* IN NO EVENT SHALL RAVEN'S TOTAL LIABILITY FROM ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT CUSTOMER PAID TO RAVEN, IF ANY, FOR THE SERVICES DURING THE 12 MONTHS IMMEDIATELY BEFORE THE CLAIM AROSE.

5.2. *Exclusion of Consequential Damages.* CUSTOMER AGREES THAT THE CONSIDERATION WHICH RAVEN IS RECEIVING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY RAVEN OF THE RISK OF CUSTOMER'S SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES. RAVEN AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT PRODUCTS OR SERVICES OR LOSS OR DAMAGE TO INFORMATION OR DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL RAVEN BE LIABLE FOR SUCH DAMAGES RESULTING FROM USE OF THE SERVICES, OR RELIANCE ON THE INFORMATION PRESENTED IN CONNECTION WITH THE SERVICES, EVEN IF RAVEN OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES NOT TO ASSERT ANY SUCH CLAIM AGAINST RAVEN OR ITS SUBSIDIARIES OR AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES.

5.3. *Survival of Limitations.* IN THE EVENT THAT APPLICABLE LAW LIMITS THE ABOVE LIMITATIONS OF LIABILITY, THE MAXIMUM AMOUNT OF LIMITATIONS ALLOWED UNDER APPLICABLE LAW SHALL BE APPLIED. ALL DISCLAIMERS, LIMITATIONS OF WARRANTIES AND DAMAGES AND CONFIDENTIAL COMMITMENTS SET FORTH IN THIS AGREEMENT OR OTHERWISE EXISTING AT LAW (1) ARE OF THE ESSENCE OF THE AGREEMENT OF THE PARTIES, AND (2) SURVIVE ANY TERMINATION, EXPIRATION OR RESCISSION OF THIS AGREEMENT.

6. **Indemnification.** You hereby agree to indemnify, defend and hold Raven and its affiliates, employees, officers, directors, owners, investors, information providers, agents, licensees and licensors (the "Indemnified Parties") harmless from and against any and all liabilities, claims and costs, including reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any third party demand, claims, action, suit, or loss arising as a result of (a) any breach by You of this Agreement; (b) any fraud or manipulation by You; or (c) any third-party claim, action or allegation of infringement based on information, data, files or other content submitted by You. You shall not enter into any settlement agreement which assigns liability to or admits liability by Raven without Raven's consent. Raven reserves the right to assume the exclusive defense of any matter subject to indemnification by You at Raven's own expense.

7. **Confidentiality.** Unless expressly authorized by law (after providing Raven with reasonable notice), You shall not disclose to any third party any information or materials of Raven, including without limitation website materials and pages, software, technical documentation, or any discussion and written communications between the parties, which materials and information are either marked or identified as "confidential" or "proprietary," or which by their nature are

“proprietary” and/or “confidential” (referred to in this Agreement as “Confidential Information”). This restriction does not apply to any information that is in the public domain, or in Your possession prior to disclosure by Raven, in each case other than by a breach of a duty of confidentiality. This obligation to keep items confidential shall remain in effect for a period of five (5) years after the termination of this Agreement (except for confidentiality obligations related to source code, which obligations shall be perpetual).

8. **Data Privacy and Processing**

8.1. *Processing Data.* Each party agrees to comply with all applicable data protection and privacy laws while performing under this Agreement. The parties agree that while performing under this Agreement, Customer serves as the data controller and retains full responsibility for any data processed on its behalf through the Services by Raven, who acts as the data processor. To the extent that Raven receives or is otherwise granted access to any Customer personal data while providing the Services, Raven agrees to (i) use such personal data solely for the purposes of providing the Services to Customer; (ii) process the personal data only in accordance with Customer’s instructions, which, unless expressly stated otherwise in a mutually agreed upon amendment to this Agreement, are represented in the form of this Agreement; and (iii) implement and maintain technical and organizational controls designed to prevent the unauthorized access or processing of personal data. Customer understands and agrees that Raven’s Services, software and websites are provided via equipment and other resources located in the United States and other locations throughout the world and that by agreeing to these terms and conditions Customer is consenting to having personal data processed by RAVEN in the United States and other locations throughout the world.

8.2. *Service Data.* Raven does not own and specifically disclaims any responsibility for any data that You may submit, transmit, collect, post, store or produce while using the Services (“Service Data”). You have sole responsibility for the accuracy, integrity, reliability, appropriateness and right to use any and all Service Data. Raven has no obligation to monitor any information stored or shared through the Services and is not responsible for the accuracy, appropriateness or legality of any files, posts, links or other information You may be able to view, share or access while using the Services. Raven shall not view, access, edit or process any Service Data except as necessary to provide the Services to You, as agreed in this Agreement between You and Raven or as required by applicable law. You shall apply adequate measures to keep Your own Service Data secure.

9. **RAVEN Contracting Entity.** When ordering, purchasing or accessing Services from Raven under this Agreement, You understand and agree that the Raven contracting entity is Raven Fly, Inc., 11 Marigold Way, Burlington, MA 01803. This is also the address for notices, which should be labeled Attn: Legal Department. If the Premium Services purchased hereunder have been purchased via credit card, debit card or other payment card, this legal entity will provide recourse to the Customer cardholder in case of a refund or chargeback.

10. **Miscellaneous Terms**

10.1. *Governing Law & Venue.* This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the laws of the United States, without giving effect to any principles of conflict of law. You agree that any action at law or in equity arising out of or relating to this Agreement shall be filed only in the state or federal courts located in Boston, Massachusetts, U.S.A., and consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. Each party hereby waives any and all right to a trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The parties specifically disclaim applicability of (i) the United Nations Convention on the Sale of Goods and (ii) any Incoterms.

10.2. *Compliance with Laws.* The Parties agree to comply with all applicable local, state, national and foreign laws, rules and regulations (including applicable export laws and regulations) while performing under this Agreement and accessing and/or using the Services under this Agreement. Should Raven determine that You are not in compliance with applicable laws, including applicable export laws and regulations or applicable privacy or data protection laws, Raven shall have the right to immediately terminate this Agreement and any Services provided hereunder. The Services and the related software are subject to the United States Export Administration Regulations. No software or Service may be downloaded, used or exported (i) into or to a national or resident of any country to which the United States has embargoed goods; or (ii) any person or entity on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List or Entity List, or otherwise designated as prohibited from receiving U.S. exports. By subscribing to the Services or using any of the related software, You represent and warrant that You are not -- and are not controlled by -- any such person or entity and are not controlled by a national or resident of any such country.

10.3. *Force Majeure.* No party shall be liable for any performance failure, delay in performance or lost data under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by: (i) failures of software or other computer programming (other than the Services purchased hereunder); (ii) natural weather events; or (iii) any other causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors and carriers; provided that in any such event, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

10.4. *Publicity.* Raven shall not have the right to identify You as a user of the Services without Your permission.

10.5. *Notices.* Notices by Raven to You regarding the Services or in connection with this Agreement may be sent to Your Primary Email Address, as provided upon registration, with receipt being deemed immediately upon system confirmation of delivery to Your Primary Email Address inbox. All notices sent by You to Raven in connection with this Agreement shall be in writing and sent by first class mail or certified mail (receipt being deemed 72 hours after postage and return receipt requested) or personally delivered at the Raven address specified in Section 9 above.

10.6. *Waiver.* You agree not to bring or participate in any class action lawsuit against Raven or any of its employees or affiliates. You agree not to bring a claim under this Agreement more than two years after the expiration of this Agreement. The failure of Raven to partially or fully exercise any right shall not prevent the subsequent exercise of such right. The waiver by Raven of any breach shall not be deemed a waiver of any subsequent breach of the same or any other term of this Agreement. No remedy made available to Raven by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and in addition to every other remedy available at law or in equity.

10.7. *Assignment.* This Agreement shall be binding upon and inure to the benefit of the parties and their permitted assigns. Except as otherwise provided for below, neither party may assign this Agreement, or assign its rights or delegate its duties hereunder (whether directly or indirectly, in whole or in part, by operation of law or otherwise), without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. However, Raven may freely assign all or any part of this Agreement, without Your consent, in connection with a merger, acquisition, corporate reorganization, change of control or sale or disposition of substantially all of its assets (or any substantially similar transaction). Additionally, Raven may assign all or any part of this Agreement to an Affiliate Entity without Your consent. For the purposes of this section, the term "Affiliate Entity" shall mean any entity that now or in the future controls, is controlled by, or is under common control with Raven.

10.8. *Entire Agreement.* This Agreement represents the complete agreement concerning the Services, Your subscription to use the Services and the license granted hereunder and, except as otherwise set forth herein, may be amended only by a writing executed by both parties.

10.9. *Severability.* If any of the provisions of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

10.10. *Authority.* Each party hereby represents and warrants to the other party that it has all the necessary authority to enter into and perform its obligations under this Agreement without the consent of any third party or breach of any obligation or duty to any third party. You indicate Your consent to this Agreement online by clicking on the acceptance box that is presented to You at the time of sign-up on the ManyMe web site.

END