

AGREEMENT

This Software as a Subscription Agreement (this "SaaS Agreement" or "Agreement") is entered into by Buzz for Animals, LLC, a Delaware corporation ("Buzz") and the Client ("Client"). Buzz and Client are sometimes referred to jointly as the "Parties" or "Party." This Agreement is entered into according to the terms and conditions below to which the parties hereby acknowledge and agree.

Agreement to Terms

By accessing or using the Platform, the Client agrees to be bound by the terms of this Software as a Subscription Agreement ("SaaS Agreement"). If the Client does not agree to these terms, they may not access or use the Platform.

1. SUBSCRIPTION SERVICES

1.1 Purpose.

This Agreement sets forth the terms and conditions under which Buzz agrees to provide

- A. certain hosted "software as a subscription" ("SaaS") for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefore, a "Platform") to Authorized Users, as further set forth in this Agreement and
- B. all other implementation services, customization, integration, data import, site monitoring, technical support, maintenance, training, backup and recovery, and change management ("Professional Services" together with "SaaS") related to Client's access to, and use of, such "SaaS".
- C. Services beyond the scope of sections a and b above, in support of Client's business are available under separate agreement.

1.2 Services; Access and Use License.

Subject to the terms and conditions of this Agreement, during the Term, Buzz shall use commercially reasonable efforts to provide Client and Authorized Users access to the Platform. Subject to the terms and conditions of this Agreement, during the Term, Buzz hereby grants Client and Authorized Users a non-exclusive, non-sublicensable, non-transferable, worldwide license to access and use the Platform, solely for the purposes as set forth herein.

1.3 Subscription Services.

Each applicable Agreement shall specify and further describe the Subscription Services to be provided in accordance with the representations and warranties set forth herein, and shall identify, each applicable Platform, user limitations, fees, subscription term and other applicable terms and conditions.

1.4 Changes to Platform.

Buzz may, in its sole discretion, make any changes to any Platform that it deems necessary or useful to:

- A. maintain or enhance the:
 - a. quality or delivery of Buzz's products or services to its Clients,
 - b. the competitive strength of, or market for, Buzz's products or services,
 - c. such Platform's cost efficiency or performance; or
- B. comply with applicable law.

Buzz will use reasonable efforts to provide advance notice of changes that may materially impact functionality. In cases of feature deprecation, Buzz will provide no less than 30 days' notice.

1.5 API and Integration Use.

Use of Buzz's API or third-party integrations is subject to separate terms, which are available upon request or during setup. Buzz reserves the right to limit or revoke API access at its sole discretion.

2. PLATFORM ACCESS AND AUTHORIZED USERS

2.1 Administrative Users.

During the configuration and set-up process for the Platform ("Software"), Client will identify an administrative Username and Password for Client's Buzz account. Client is responsible for managing and revoking access when users leave the organization or no longer require access. Buzz reserves the right to refuse registration of, or cancel Usernames and Passwords it deems inappropriate.

2.2 Authorized Users.

Client may allow an unlimited number of Client's employees and/or volunteers to use the applicable Platform on behalf of Client as "Client Users."

2.3 Authorized User Conditions to Use.

As a condition to access and use of Client's Platform, Client Users shall agree to abide by the terms of this Agreement, or a subset hereof, and, in each case, Client shall ensure such compliance. Client shall immediately notify Buzz of any violation of the terms of any of the foregoing by any Authorized User upon becoming aware of such violation, and shall be liable for any breach of the foregoing agreements by any Authorized User.

2.4 Account Responsibility.

- A. Client will be responsible for
 - a. all uses of any account that Client has access to, whether or not Client has authorized the particular use or user, and
 - b. securing its Buzz account, passwords (including but not limited to administrative and user passwords) and files.
- B. Buzz is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords.

3. SITE LAUNCH RESPONSIBILITIES

3.1 Client Pre-Site Launch Commitments.

Client is expected to provide the following items to Buzz within 30 days of the Kick Off Meeting, using methods and formats specified by Buzz, which may include Buzz-provided spreadsheets, online intake forms, or other submission tools:

- A. Fields for Adoption, Foster and Volunteer Applications the Client wishes to have customized prior to launch (via Buzz provided spreadsheet)
- B. Current Animal, Adopter, Foster, and Volunteer data the Client wishes to have uploaded prior to launch (via Buzz provided spreadsheet)
- C. Links to other platforms such as PayPal, Petfinder, Adopt a Pet &/or Microchip Registries
- D. Client approval of Web Design and Content may be given in writing, by email, or via acceptance through Buzz's project management system. Requests for substantive changes after approval may extend timelines and may be invoiced at Buzz's then-current hourly rate. Buzz reserves the right to treat silence of 5 business days after presentation of final drafts as deemed acceptance, unless otherwise stated.
- E. Technical Access to Domain Host

Buzz will provide tools and instructions for data submission, which may include spreadsheets, online intake forms, or other methods at Buzz's discretion. Client is responsible for populating and submitting all data they wish to migrate into the Buzz Platform in the format specified by Buzz.

Time required to make substantive changes to Client-submitted materials after submission, or to correct formatting errors, will be considered additional work and may be invoiced at Buzz's then-current hourly rate. Buzz reserves the right to delay commencement of additional work until payment for such services is received.

Additional site content and data not submitted prior to launch may be entered manually by the Client after the website goes live.

3.2 Buzz Pre-Site Launch Commitments.

- A. Customizing Adoption, Foster and Volunteer Applications
- B. Uploading all Client-provided data
- C. Inserting Client-provided links
- D. Providing a branded website that incorporates Client's logo, colors, and key content elements, using Buzz's proprietary templates optimized for animal rescue organizations. At Client's request, Buzz may assist in recreating or reinterpreting the general look and feel of the Client's prior website, subject to the capabilities of the Buzz platform. Requests that require significant customization or development outside of standard template configurations may be scoped and invoiced separately.
- E. Pointing the Client domain

3.3 Inability to Launch.

If, for any reason, the Client is unable to meet the pre-launch commitments and the project is delayed in excess of **90 days** from the Kick Off Meeting date, the project shall be considered **closed** as of day 91.

- For **monthly subscribers**, no refunds will be issued for any payments made during the onboarding period.
- For **annual subscribers**, refunds may be issued for unused, full subscription months beginning with month four. No refunds will be issued for the first three months, and any partial month in which the subscription remained active is non-refundable.

If the Client wishes to restart the onboarding process within six (6) months of project closure, a \$199 customization fee will be required, and a new project time frame will begin based on the availability of the Buzz support team.

If the Client wishes to restart after six (6) months, the previous agreement will be void. The Client must sign up for a new subscription and will be treated as a new client.

All previously submitted materials, data, or design elements will be archived by Buzz for up to six (6) months following project closure. After that period, these materials may be permanently deleted.

Client acknowledges that timely completion of onboarding is a shared responsibility. Delays in providing required content, approvals, or technical access may impact Buzz's ability to meet onboarding timelines, and may result in additional fees, project closure, or scheduling delays.

3.2 Post Site Launch.

Once the Client's domain has been pointed to the website files on the Buzz server, the site is deemed "live" and will be under control of the Client. The Client will be responsible for all public-facing website changes. At this time, Buzz is not responsible for any changes made to the site by any other party, or an authorized agent of the Client. If Client or an agent other than Buzz attempts to update the website and creates an issue that requires Buzz to repair, the time to repair the software will be assessed at the hourly rate of \$80.00, and is not included as part of the subscription.

4. MAINTENANCE, TRAINING & SUPPORT

4.1 Maintenance.

Buzz shall provide the following Maintenance Services to the Client during the service term.

- A. Buzz may perform routine maintenance, upgrades, or platform changes as needed. While Buzz endeavors to minimize disruption to the Client's use of the Platform, no specific notice period is guaranteed. Buzz will make reasonable efforts to communicate scheduled downtime or updates that may materially affect the Platform's functionality.
- B. Buzz shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a software service provider.

4.2 Training.

Buzz shall provide Training to the Client's team members.

- A. A member of the Buzz team will train up to 3 members of the Client's team for up to two hours cumulatively.
- B. Training will take place via video conferencing, using a platform designated by Buzz.
- C. Additional training may be provided at the discretion of Buzz.

4.3 Support.

- A. Buzz provides a support knowledge base accessible via the Dashboard of the Client's Buzz website.
- B. Support requests submitted through the Dashboard will be responded to by the next business day (9am–5pm CST, M–F).
- C. The helpdesk may be used solely for requesting support.

5. HOSTING AND SECURITY

5.1 Hosting.

- A. Platform will be hosted solely on Buzz's infrastructure.
- B. Client shall not host the software independently.
- C. Hosting cost is included in the subscription.
- D. Buzz uses a third-party hosting provider; hosting policies are subject to their conditions.
- E. Buzz provides industry-standard security measures and a valid SSL certificate throughout the agreement term.

5.2 Security and vulnerabilities.

- A. Complex software cannot be guaranteed 100% secure; however, Buzz adheres to security best practices.
- B. Buzz will notify Client without undue delay if a confirmed data breach occurs and will provide relevant incident details.

5.3 Defects, errors, and bugs.

- A. Buzz makes reasonable efforts to fix defects in a timely manner.
- B. Bug fixes are communicated via email or through the notifications widget in the Dashboard.

5.4 Compatibility.

- A. Platform is optimized for modern web browsers.
- B. No guarantees are made for compatibility with other systems.

6. PROPRIETARY RIGHTS

6.1 Source Code, Page and Print Template Ownership.

Copyright, ownership, and all rights of source code, web pages, print templates contained in the Client's website produced by Buzz belong solely and exclusively to Buzz.

6.2 Photo, Graphics, Text Copy Ownership.

Client maintains ownership of any photos, graphics, text copy provided to Buzz for the website.

6.3 Licensed Software.

Certain elements of the Platform may incorporate third-party licensed software (including but not limited to WordPress, Gravity Forms, GiveWP, and MyEventOn). Client's use of such elements is subject to the applicable third-party license terms and does not convey any ownership or rights beyond permitted use.

6.4 Portfolio Display.

Buzz retains the right to display the website, graphics, links, testimonials and other design or development elements as examples of their work in its marketing portfolio, promotional materials, and website.

6.5 Advertising and Sponsor Placements

Buzz may display sponsor and advertiser content in clearly designated areas of the Platform.

6.6 Service Optimization and Business Operations

Buzz may use information derived from Platform activity to improve system performance, support product development, and inform strategic business initiatives.

6.7 Disclosure

Client acknowledges that Buzz has the right to disclose the existence of terms and conditions of this Agreement to any third parties for financial and business management purposes.

7. ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

7.1 Privacy Policy.

Use of the Platform is also governed by Buzz's Privacy Policy, which is incorporated into this Agreement by reference. Client acknowledges and agrees to the terms outlined in the Privacy Policy.

7.2 Software Restrictions.

Client will not, nor permit or encourage any third party to, directly or indirectly

- A. reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Platform or any software, documentation or data related to the Platform ("Software");
- B. modify, translate, or create derivative works based on the Platform ("Software");
- C. modify, remove or obstruct any proprietary notices or labels; or
- D. use the Platform ("Software") in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform. For the avoidance of doubt, Software and the Services, including all user-visible aspects of the Services, are the Confidential Information of Buzz.

7.3 Client Compliance.

Client shall use, and will ensure that all Authorized Users use the Platform (“Software”), and the Services in full compliance with this Agreement and all applicable laws and regulations. Client represents and warrants that it

- A. has accessed and reviewed any terms of use or other policies relating to a Platform provided by Buzz,
- B. understands the requirements thereof, and
- C. agrees to comply therewith. Buzz may suspend Client’s account and access to each Platform and performance of the Services at any time and without notice if Buzz believes that Client is in violation of this Agreement. Although Buzz has no obligation to monitor Client’s use of a Platform, Buzz may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

7.4 Acceptable Use.

Use of the Platform is subject to Buzz’s [Acceptable Use Policy](#), which may be updated from time to time and is incorporated by reference into this Agreement. Violation of the Acceptable Use Policy may result in suspension or termination of access to the Platform.

7.5 Cooperation.

Client shall provide all cooperation and assistance as Buzz may reasonably request to enable Buzz to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing Buzz with such access to Client’s premises and its information technology infrastructure as is necessary for Buzz to perform the Services in accordance with this Agreement.

7.6 Training and Education.

Client shall use commercially reasonable efforts to cause Client Users to be, at all times, educated and trained in the proper use and operation of the Platform (“Software”) such Client Users utilize, and to ensure that the Platform (“Software”) is used in accordance with applicable instructions, specifications and documentation provided by Buzz from time to time.

7.7 Client Systems.

Client shall be responsible for obtaining and maintaining—both the functionality and security of—any equipment and ancillary services needed to connect to, access or otherwise use the Platform (“Software”), including modems, hardware, software, operating systems, networking, web servers and the like.

7.8 Restrictions on Export.

Client may not remove or export from the United States or allow the export or re-export of the Software or anything related to the Platform (“Software”) in violation of any restrictions, laws or regulations of any United States or foreign agency or authority.

7.9 Competitor Embeds and Linking

Client shall not iframe, embed, link to, or otherwise integrate any third-party service, product, or website that competes with Buzz's offerings into the Platform or any Buzz-hosted website without prior written consent from Buzz. Buzz reserves the right to immediately disable such content and may terminate this Agreement in response to violations.

8. FEES & PAYMENTS

8.1 Pricing Models.

Buzz offers two simple pricing models to our clients: Monthly Subscription and Annual Subscription.

8.2 Payment Method.

Payment for the subscription is set up as a monthly or annual recurring charge, billed electronically. Initial payment is due upon execution of this Agreement. Buzz reserves the right to update or change its billing platform or payment processor at any time.

8.3 Renewal Fees.

Upon the commencement of each Renewal Term,

- A. Client shall be liable to Buzz for payment of a Renewal Fee. Client hereby consents to Buzz charging such Renewal Fee via PayPal, without need to provide any further notice or receive any further consent. Each "Renewal Fee" shall equal the Service Fee or Renewal Fee, as applicable, due to Buzz during previous term
- B. Buzz reserves the right to change the renewal fee with a 30 day written notice

8.4 Grace Period & Failure to Pay.

- A. Buzz provides a five (5) day grace period beginning on the subscription renewal due date. If payment is not received within this period, Buzz may, at its sole discretion, suspend Client's access to the Platform and take the Client's site offline until payment is made.
- B. If payment remains outstanding for more than thirty (30) days past the due date, Buzz may, at its sole discretion, permanently deactivate Client's site and terminate this Agreement. Upon permanent deactivation, Buzz will provide Client with a copy of their site data in a standard format (such as a ZIP file), and thereafter has no obligation to retain or maintain Client data.

8.5 Payment Disputes.

If Client believes that Buzz has billed Client incorrectly, Client must contact Buzz no later than thirty (30) days after the closing date on the first billing statement in which Client believed error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Buzz's Client support department.

9. TERM AND TERMINATION

9.1 Effective Date.

This Agreement shall come into force upon the Effective Date.

9.2 Term.

This Agreement shall remain in effect for the duration of the Subscription Term and renew automatically unless terminated as outlined herein.

9.3 Termination with Written Notice.

Client may terminate this Agreement for any reason or no reason by providing thirty (30) days' written notice to Buzz. Buzz may terminate this Agreement for any reason or no reason by providing written notice to Client, effective immediately or as otherwise specified in the notice.

9.4 Termination by Violation.

Either Party may terminate this Agreement immediately by giving written notice of termination to the other Party if the other party commits a violation of this Agreement.

9.5 Effects of Termination.

- A. Upon termination of this Agreement, Buzz will provide Client with a copy of Client data in the form of a ZIP file.
- B. Buzz is under no obligation to retain Client data following termination. Buzz may, at its sole discretion, delete or retain Client data for a period of time after termination, and may permanently delete any remaining Client data without further notice.
- C. Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect
- D. Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either Party.

10. WARRANTY AND DISCLAIMER

10.1 Client warranties.

- E. Client has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
- F. Client will comply with all applicable legal and regulatory requirements related to the use of the Platform and Services;
- G. Client owns, or has secured necessary licenses for, all content and data placed on or transmitted through the Platform;
- H. Client's provision and use of its content and data will not violate Client's own privacy policy, any applicable terms of use, or any law or regulation;
- I. Client shall not upload or transmit to the Platform any of the following types of information without Buzz's prior written consent:
 - a. Human personal health information protected under HIPAA, HITECH, or equivalent health privacy laws;
 - b. Social security numbers or other government-issued personal identification numbers;

- c. Financial account numbers, credit or debit card numbers (except via approved payment processors integrated with the Platform);
- d. Consumer credit report information regulated under the Fair Credit Reporting Act (FCRA); or
- e. Personal information from individuals under the age of 13 in violation of the Children's Online Privacy Protection Act (COPPA).
- f. Information relating to animals' health, medical conditions, and special needs may be collected, stored, and used in accordance with this Agreement and applicable law.

10.2 Buzz warranties.

- (a) Buzz has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (b) Buzz will comply with all applicable legal and regulatory requirements applying to the exercise of Buzz's rights and the fulfillment of Buzz's obligations under this Agreement; and
- (c) Buzz has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.

10.3 No other warranties.

Except as expressly set forth in this Agreement, Buzz makes no other warranties, express or implied, regarding the Platform or Services, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or any warranties arising out of course of dealing or usage of trade.

The Platform, Services, and any third-party services provided through or integrated with the Platform are provided on an "as-is" and "as-available" basis.

10.4 Disclaimer.

Except as expressly provided herein or in a statement of service, Buzz does not warrant that access to the platforms, software or services will be uninterrupted or error free, nor does Buzz make any warranty as to the results that may be obtained from use of the services. Further, Buzz makes no representations or warranties with respect to services provided by third party technology service providers relating to or supporting a platform, including hosting and maintenance services, and any claim of client arising from or relating to such services shall, as between Buzz and such service provider, be solely against such service provider. The platforms, software and services are provided "as is," and Buzz disclaims all warranties, express or implied, including, but not limited to, implied warranties of non-infringement, merchantability and fitness for a particular purpose, to the maximum extent permitted by applicable law.

11. LIMITATIONS AND EXCLUSIONS OF LIABILITY

11.1 Limitation of liability.

In no event shall

- A. either party's liability arising out of or related to this agreement, whether in contract, tort or under any other theory of liability exceed in the aggregate the total fees paid or owed by client

and vendors hereunder during the twelve (12) months immediately preceding the date of the event giving rise to the claim (such amount being intended as a cumulative cap and not per incident), and

- B. either Party have any liability to the other for any lost profits or revenues or for any indirect, incidental, consequential, cover, special, exemplary or punitive damages, however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. The foregoing limitations and disclaimers shall not apply to the extent prohibited by applicable law.

11.2 Nothing in this Agreement will:

- A. limit or exclude any liability for death or personal injury resulting from negligence;
- B. limit or exclude any liability for fraud or fraudulent misrepresentation;
- C. limit any liabilities in any way that is not permitted under applicable law; or
- D. exclude any liabilities that may not be excluded under applicable law.

11.3 The limitations and exclusions of liability set out in this Clause 16 and elsewhere in this Agreement:

- A. are subject to Clause 11.1; and
- B. govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

11.4 Neither party shall be liable to the other party in respect of

- A. any losses arising out of a Force Majeure Event.
- B. any loss of profits or anticipated savings.
- C. any loss of revenue or income.
- D. any loss of use or production.
- E. any loss of business, contracts or opportunities.
- F. any loss or corruption of any data, database or software.
- G. any special, indirect or consequential loss or damage.

12. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

Neither the Uniform Computer Information Transactions Act (UCITA) nor the United Nations Convention on Contracts for the International Sale of Goods shall apply to this Agreement.

Any dispute, controversy, or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be finally resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules then in effect.

The arbitration shall be conducted before a single arbitrator knowledgeable in software-as-a-service (SaaS) business practices, in Santa Monica, California, and shall be conducted in English.

Each Party shall bear its own costs and attorneys' fees incurred in connection with the arbitration, except that the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party as determined by the arbitrator.

The arbitration award shall be final and binding on the Parties, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

The Parties agree that any arbitration proceeding shall be confidential and shall not be disclosed to any third party except as necessary to enforce an award.

Nothing in this Section shall prevent either Party from seeking injunctive or equitable relief in a court of competent jurisdiction to prevent immediate or irreparable harm.

13. DMCA COMPLIANCE

Buzz complies with the Digital Millennium Copyright Act (DMCA). If you believe any content hosted by Buzz infringes your copyright, please send a written notification to support@buzzgroupinc.com with the subject line "DMCA Notice."

Your notice must include:

- A. a physical or electronic signature of the copyright owner or authorized representative;
- B. identification of the copyrighted work claimed to have been infringed;
- C. identification of the material that is claimed to be infringing;
- D. contact information;
- E. a statement that you have a good faith belief the use is unauthorized; and
- F. a statement that the information in the notification is accurate and you are authorized to act on behalf of the copyright owner.

14. NOTICES

All notices, consents, and other communications between the parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed according to information provided in this Agreement. All notices, consents and other communications between the parties under a Statement of Services will be sent to the recipient's address specified thereon. All electronic communications will be deemed to have been received on the date sent. Either Party may change its address for notices by giving written notice of the new address to the other Party in accordance with this Section.

15. FORCE MAJEURE

Buzz is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Client or any Authorized User.

16. MODIFICATIONS TO AGREEMENT

Continued use of the Platform following notice of material changes constitutes acceptance. For material changes, Clients will be notified at least 30 days in advance via email or through the Platform. Buzz will provide notice of material changes by email or through the Platform. Continued use of the Platform after such changes become effective constitutes Client's acceptance of the modified Agreement.

17. ASSIGNMENT

Neither Party may assign this Agreement to any third party without the prior written consent of the other; provided that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, sale of assets or similar transaction. Buzz may sublicense any or all of its obligations hereunder. For the avoidance of doubt, a third party technology provider that provides features or functionality in connection with a Platform shall not be deemed a sublicensee under this Agreement.

18. GENERAL PROVISIONS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party has authority of any kind to bind the other party in any respect whatsoever.