

## SUBSCRIPTION AGREEMENT - TERMS OF SERVICE

THESE SUBSCRIPTION AGREEMENT AND TERMS OF SERVICE ("Agreement") is a legal agreement between Matsushiba Factory, Inc., a Delaware incorporated corporation ("Company", "we", "us" or "our") and the user who has subscribed to use our Service ("Customer", "you" or "your") (each, a "Party", and together, the "Parties") for the use and subscription of the Company platform and service offering as defined below ("Service").

BY ACCESSING OR USING OUR SERVICE, YOU ARE HEREBY ACCEPTING THESE TERMS OF THIS AGREEMENT. OTHER TERMS OF SERVICE COULD ALSO APPLY TO YOUR ACCESS AND USE OF OUR SERVICE, THESE WILL BE POSTED TO THE APPLICABLE INTERFACE OR WEBSITE WHERE NECESSARY. IF YOU DO NOT AGREE TO THE AGREEMENT, PLEASE DO NOT USE THE SERVICE AND EXIT IMMEDIATELY. WE RESERVE THE RIGHT AT OUR SOLE DISCRETION TO MODIFY OR AMEND THESE TERMS OF SERVICE FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF OUR SERVICE FOLLOWING THE POSTING OF CHANGES TO THESE TERMS WILL MEAN YOU ACCEPT THOSE CHANGES. UNLESS WE PROVIDE YOU WITH SPECIFIC NOTICE, NO CHANGES TO OUR TERMS OF USE WILL APPLY RETROACTIVELY. IF YOU ARE ACCESSING AND USING THE SERVICE ON BEHALF OF A COMPANY (SUCH AS YOUR EMPLOYER) OR ANY OTHER LEGAL ENTITY OR PERSON, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS. IN THAT CASE, "YOU" AND "YOUR" WILL REFER TO THAT COMPANY OR OTHER LEGAL ENTITY OR PERSON.

ARBITRATION NOTICE: THIS AGREEMENT CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH COMPANY.

### 1. ACCESS AND SERVICE

1.1 Description of the Service. The "Service" refers to a standardized on-chain privacy-preserving voting and signaling platform, delivered by the Company via the internet and based on cryptography and blockchain technologies. The Service is designed to ensure the privacy, integrity, and collusion resistance of the voting process. It is offered as a standardized SaaS subscription product, which Users can register for and subscribe to through the Company's provided front-end interface, and use directly without the need for self-deployment or any back-end maintenance. The Service's core features include, but are not limited to: (a) automated key generation and execution of on-chain voting; (b) encryption protection of voting content and anti-collusion mechanisms; (c) validity verification based on zero-knowledge proofs; (d) automated vote counting and generation of verifiable results; and (e) support for a variety of application scenarios, including, without limitation, governance, budget allocation, and community signaling.

1.2 Access to Service. Subject to Licensee's compliance with this Agreement, Licensee shall have the right to non-exclusive access to the Service commencing on the Start Date through the Trial Period for the Free Service and the License Term for the Paid Service. The "Start Date" is the earlier of the date you register for or start using the Service.

1.3 Registration. You will need to subscribe, register and create an account with Company to access the Service. You will need to create a username, password and provide certain information about yourself as prompted by the registration form, including your name and a valid email address. You agree to provide full, complete and accurate information when registering or creating an account, and to update that information promptly if it should change. We reserve the right to suspend or terminate your account if any information provided proves to be inaccurate, false, or otherwise in violation of this Agreement. You may not create more than one account without prior written approval from us. You will not transfer your account to any other party without our prior written consent. You agree that your username and password is Company's Confidential Information and not to disclose or transfer your username or password to any third party. You are responsible for any use of your account, whether authorized or not. You agree to immediately notify Company if there is any unauthorized use of your account.

1.4 License to Licensee Content. Licensee hereby grants Company a non-exclusive, royalty-free, fully paid-up, sublicensable (through one or more tiers of sublicensees), and transferable license to use, reproduce, create derivative works of, distribute, perform, and display Licensee Content during the POC Term for the purpose of (i) providing the Service and (ii) developing, maintaining, supporting or improving the Service. Licensee acknowledges and agrees that Company may aggregate Licensee Content with other data and also collects technical information and data about Licensee's use of the Service. "Licensee Content" means any data, links, information, media, content, or materials provided, disclosed, posted, or delivered by Licensee via the Service. Licensee shall not provide, disclose, or deliver any Licensee Content to Company that Licensee does not own or otherwise have a valid authorization or license to do so.

#### 1.5 Restrictions.

(a) Licensee may access and use the Service only for Licensee's internal business purposes. Licensee may access and use the Free Service solely to evaluate the Service to determine if the Service meets Licensee's needs. Licensee shall use the Service only in conformity with the Documentation. Licensee shall not, and shall not permit any Licensee employees or contractors to, share any account or access credentials for the Service with third parties. Licensee shall establish appropriate security measures, consistent with industry standards, to protect the Service from unauthorized use. Licensee shall notify Company immediately of any actual or alleged

unauthorized use of the Service. “Documentation” means the documentation, including any specifications, feature lists, or other similar characteristics, provided to Licensee that describes the functionality of the Service.

(b) Licensee shall not (and not allow, permit, authorize, or assist any third party to): (i) modify, adapt, translate, create derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of, any part of the Service; (ii) use or integrate the Service, or any component thereof, with any software, hardware, or system other than the Licensee Systems (as defined below) without Company’s express prior written agreement; (iii) sell, resell, license, sublicense, distribute, rent or lease any part of the Service or include any part of the Service in a service bureau or outsourcing offering, or encumber the Service with any lien or grant a security interest in the Service; (iv) publish or otherwise disclose to any third party any results of any benchmark or other performance tests of the Service; (v) remove, alter, or obscure any proprietary rights notices contained in or affixed to the Service; (vi) copy, frame, or mirror any part of the Service; (vii) access the Service for the purposes of monitoring its availability, performance, or functionality; (viii) access, or use any materials, content, technology, information, or data available via or forming a part of the Service in order to build a competitive product or service, or copy any features, functions, or graphics of the Service; (ix) attempt to disrupt, degrade, impair, or violate the integrity or security of the Service, including, without limitation, by executing any form of network monitoring; (x) use the Service to store or transmit any viruses, software routines, or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions; or (xi) take any action that imposes, or may impose, at Company’s sole discretion, an unreasonable or disproportionately large load on Company’s infrastructure.

(c) Licensee Systems. Licensee is solely responsible for the operation and maintenance of the Licensee Systems and for having and paying for all equipment and internet access necessary to access and use the Service. Company disclaims all warranties, express or implied, and shall have no liabilities to Licensee, arising from or related to the operation or maintenance of the Licensee Systems or any incompatibilities, faults, defects, or damage attributable thereto. During the Term, Licensee shall provide Company with all access credentials, passwords, security protocols, and other information required for the operation of the Service. Such credentials, passwords, protocols, and information will be Licensee’s Confidential Information. For the purposes of this Agreement, “Licensee Systems” means any server systems, mobile devices, personal computers or other equipment owned, operated, or managed by Licensee on which the Service is accessed.

1.6 Feedback. Licensee may have the opportunity to present to Company recommendations or feedback for new features, functionality, or other improvements to the Service (“Feedback”), which Company will consider, at its sole discretion, implementing in future updates to the Service. The Parties agree that all Feedback is and shall be given voluntarily. Feedback, even if designated as confidential by Licensee, shall not, absent a separate written agreement, create any confidentiality obligation for Company. Licensee will not provide Company with any Feedback that Licensee is not authorized or permitted to provide to Company. Company shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. Feedback will not include any personal data or sensitive voting information.

1.7 Changes to Service. Licensee understands and agrees that Company may change or discontinue the Service or change or remove functionality of the Service at any time in Company’s sole discretion. Company will use commercially reasonable efforts to notify Licensee of any material change to or discontinuation of the Service.

1.8 Ownership. Except for the rights expressly granted in this Agreement, Company fully retains all right, title, and interest, including all intellectual property rights, in and to the Service and the Documentation and the Resultant Data (as defined in Section 2.7 below). No implied license or right is granted by Company by estoppel, reliance, or otherwise. Except for the rights expressly granted in this Agreement, Licensee retains all right, title and interest, including all intellectual property rights, in the Licensee Content.

1.9 Payment. Where applicable, all fees and charges will be described to you when you sign-up for the Service. You agree to pay the price stated at the time of purchase, as well as any applicable taxes. You also agree to the billing frequency as stated at the time of purchase, which can include single, monthly, yearly or other billing frequencies to be determined by Company. If Company, in the future or otherwise, is required to collect or pay any taxes in connection with your purchase of a Subscription, such taxes will be charged to you at the time of each purchase transaction or other appropriate time as applicable. The Subscription fees will not include Value Added Tax (“VAT”) or Goods & Services Tax (“GST”). However, if applicable at any point in the future, taxes, including VAT or GST, may be collected upon purchase. Additionally, if required by law, you are responsible for reporting and paying certain taxes in connection with your purchase and use of Subscriptions. Such taxes may include duties, customs fees, or other taxes (other than income tax), along with any related penalties or interest, as applicable to your purchase or country of purchase. In order to make a purchase of or subscribe for the Service, you must provide account information for at least one valid debit or credit card or crypto wallet address or other payment method through or to the web-based platform hosted by Company, or other direct invoicing methods at the discretion of Company. You may receive a temporary authorization charge to validate your payment method. Company uses this payment method account information as described in our Privacy Policy. If applicable, your provision of such payment method shall be subject to the terms and conditions specified by such third party. Accepted payment methods may vary based on your location. Company takes no responsibility and assumes no liability for any actions or omissions of any payment method or payment platform. You represent and warrant that you have the legal right to use any payment method used by you in connection with any such subscription or use of our Service.

## 2. CONFIDENTIALITY

2.1 Confidential Information. The term “Confidential Information” means any information disclosed by one Party (“Disclosing Party” to the other Party (“Receiving Party”), whether before or after the Effective Date, that: (i) is in written, graphic, machine readable or other tangible form and is marked “Confidential”, “Proprietary” or in some other manner to indicate its confidential nature; (ii) should be reasonably understood by Receiving Party to be the confidential or proprietary information of Disclosing Party; or (iii) that is oral information disclosed by Disclosing Party to Receiving Party, provided that such information is designated as confidential at the time of disclosure and is reduced to writing by Disclosing Party within a reasonable time after its oral disclosure, and such writing is marked in a manner to indicate its confidential nature and delivered to Receiving Party. The Service and Documentation shall be Company’s Confidential Information.

2.2 Confidentiality. Receiving Party shall treat as confidential all Confidential Information of Disclosing Party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement herein, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, Receiving Party shall use at least the same degree of care it uses to prevent the disclosure of its own confidential information of like importance, to prevent the disclosure of Confidential Information of Disclosing Party. Receiving Party shall promptly notify Disclosing Party of any actual or suspected misuse or unauthorized disclosure of Disclosing Party’s Confidential Information.

2.3 Exceptions. Confidential Information excludes information that Receiving Party can show: (i) was in the public domain at the time it was disclosed or has become in the public domain through no act or omission of Receiving Party; (ii) was known to Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) was independently developed by Receiving Party without any use of Disclosing Party’s Confidential Information; or (iv) becomes known to Receiving Party, without restriction, from a source other than Disclosing Party without breach of an obligation to keep such information in confidence.

2.4 Compelled Disclosure. If the Confidential Information of Disclosing Party must be disclosed by Receiving Party pursuant to the order or requirement of a court, administrative agency, or other governmental body, Receiving Party shall: (i) provide prompt notice thereof to Disclosing Party; (ii) use its commercially reasonable efforts to cooperate with Disclosing Party to obtain a protective order or otherwise prevent public disclosure of such information; and (iii) limit the disclosure to the exact Confidential Information (or portion thereof) required to be disclosed.

2.5 Confidentiality of Agreement. Receiving Party agrees that the terms and conditions, but not the existence, of this Agreement shall be treated as Disclosing Party’s Confidential Information and that no reference to the terms and conditions of this Agreement or to activities pertaining thereto can be made in any form without the prior written consent of Disclosing Party; provided, however, that Receiving Party may disclose the terms and conditions of this Agreement: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of Receiving Party; (iv) in connection with the requirements of an initial public offering or securities filing; (v) in confidence, to accountants, banks, and financing sources and their advisors; (vi) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or (vii) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

2.6 Return of Confidential Information. Upon expiration or termination of this Agreement for any reason, Receiving Party shall deliver to Disclosing Party all of Disclosing Party’s Confidential Information that Receiving Party may have in its possession or control or, at Disclosing Party’s option, shall destroy all such Confidential Information and certify such destruction in a writing signed by an authorized officer of Receiving Party.

2.7 Resultant Data. Notwithstanding anything to the contrary in this Agreement, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Service and related systems and technologies (including, without limitation, information concerning Licensee Content and data derived therefrom) (collectively, “Resultant Data”), and Company will be free (during and after the term of this Agreement) to (i) use such Resultant Data to improve and enhance the Service and for other development, diagnostic and corrective purposes in connection with the Service and other Company offerings, and (ii) disclose such Resultant Data solely in aggregate or other de-identified form, provided that we will not disclose Licensee or any specific Confidential Information of Licensee in connection with our use of such Resultant Data.

## 3. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

3.1 Organization; Authority. Each Party represents and warrants to the other Party that such Party is a corporate entity duly organized, validly existing, and in good standing under the laws of the state or country first indicated above as such Party’s state or country of incorporation, and such Party has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations under this Agreement, and to consummate the transactions contemplated hereby.

3.2 Licensee Warranties. Licensee hereby represents and warrants to Company that: (i) Company’s use, reproduction, modification, distribution, performance, and display of the Licensee Content will not infringe, violate, or misappropriate any intellectual property rights of a third party; (ii) Licensee exclusively owns or has a valid and written license agreement to all Licensee Content provided to Company via the Service or otherwise and has all rights necessary to grant to Company the rights and licenses contained in this Agreement; (iii) Licensee’s providing, disclosing, and delivering of Licensee Content will not violate any applicable laws, regulations,

contractual commitments or privacy commitments; and (iv) the Licensee Content does not include any viruses, trap doors, time bombs, Trojan horses or other malicious code.

3.3 Disclaimer. THE SERVICE IS PROVIDED BY COMPANY “AS IS,” AND NEITHER COMPANY NOR ITS LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, BY STATUTE, USAGE, TRADE CUSTOM, OR OTHERWISE, AND COMPANY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, OR CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. COMPANY DOES NOT GUARANTEE OR WARRANT THAT THE SERVICE WILL BE FREE OF DEFECTS, RUN ERROR-FREE OR UNINTERRUPTED, MEET LICENSEE’S REQUIREMENTS, OR BE SECURE.

#### 4. INDEMNIFICATION

4.1 Licensee Indemnity. Licensee, at its expense, shall defend, or at Licensee’s option, settle, any third-party claim, demand, suit, action, or proceeding made or brought against Company, its affiliates, and its and their directors, employees, agents, and representatives (the “Company Indemnified Parties”) alleging: (i) death, personal injury, or damage to property (whether real or personal); (ii) any costs, damages, liabilities, losses, or expenses arising out of use of the Service (iii) costs, damages, liabilities, losses, or expenses arising out of any act or omission by Licensee; (iv) facts, that if true, would constitute a breach of Licensee’s representations, warranties, and covenants under this Agreement; (v) Company’s using, reproducing, modifying, distributing, performing, or displaying of the Licensee Content infringes, violates, or misappropriates any intellectual property, privacy or other right, or any law, regulation, or order relating to privacy of personal data (each a “Claim Against Company”), and shall indemnify and hold harmless the Company Indemnified Parties from and against any and all costs, damages, liabilities, losses, judgments, and expenses (including reasonable attorneys’ fees) incurred by or awarded against an Company Indemnified Party arising out of or in connection with a Claim Against Company. The applicable Company Indemnified Party shall notify Licensee promptly in writing of the Claim Against Company, provide reasonable assistance in connection with the defense and settlement thereof, and permit Licensee to control the defense and settlement thereof. Licensee shall not settle any Claim Against Company without Company’s prior written consent. An Company Indemnified Party may, at its expense, participate in any Claim Against Company with counsel of its choice.

#### 5. LIMITATION OF LIABILITY

5.1 IN NO EVENT WILL COMPANY BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, SECURITY OR DATA BREACH, LOSS OF REVENUE OR PROFIT OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY’S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED \$100. THE DISCLAIMERS AND LIMITATIONS IN SECTION 3 AND THIS SECTION 5 WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

#### 6. TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence on the Start Date and continue until the expiration of the Trial Period or the License Term, whichever is later, hereunder or as earlier terminated in connection with this Section 6.

6.2 Termination for Breach. Company may terminate this Agreement upon written notice to the Licensee in the event that Licensee materially breaches this Agreement and fails to cure such material breach within 30 days after receipt of written notice thereof.

6.3 Termination Without Cause. Either Party may terminate this Agreement without cause by providing the other Party with prior written notice.

6.4 Suspension and Termination. Notwithstanding anything to the contrary in this Agreement, if Licensee violates the restrictions set forth in Section 1.5 or Section 2, Company may immediately upon written notice to Licensee, suspend or terminate Licensee’s access to the Service.

6.5 Effect of Termination; Survival. Expiration or termination of this Agreement will not relieve Licensee of its obligations to pay any amounts accrued or otherwise owed under this Agreement. Upon expiration or termination of this Agreement, all licenses or rights granted to Licensee hereunder shall terminate and Licensee shall not, and shall not attempt to, access or use the Service. The provisions of Sections 1.4-1.9, and 2–8 shall survive any expiration or termination of this Agreement.

#### 7. DISPUTE RESOLUTION

7.1 Arbitration. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through good-faith negotiations, which shall be a precondition to either party initiating a lawsuit or arbitration. Except for disputes relating to Company’s or its licensor’s intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents), all claims arising out of or relating to these Terms and your use of the Services shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The arbitrator, and not any court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to these Terms,

including, but not limited to, any claim that all or any part of these Terms is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court; provided, however, that the arbitrator will not have authority to award damages, remedies, or awards that conflict with these Terms. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Company will pay the additional cost. You agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Company is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act.

## **8. GENERAL PROVISIONS**

8.1 Force Majeure. Notwithstanding anything else in this Agreement, no default, delay, or failure to perform on the part of either Party will be considered a breach of this Agreement if such default, delay, or failure to perform is shown to be due to causes beyond reasonable control of the Party charged with a default, including, but not limited to, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier.

8.2 Governing Law and Jurisdiction. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without reference to conflict of laws principles. Each Party hereby irrevocably submits to the jurisdiction of the state and federal courts in the State of Delaware with regard to any dispute arising out of or relating to this Agreement. The Parties hereby disclaim and exclude the application hereto of the United Nations Convention on Contracts for the International Sale of Goods.

8.3 Injunctive Relief. Licensee acknowledges and agrees that any breach of its obligations with respect to Confidential Information and intellectual property rights may cause substantial harm to Company, which could not be remedied by payment of damages alone. Accordingly, Licensee hereby agrees that Company will be entitled to seek preliminary and permanent injunctive relief in any jurisdiction where damage may occur without a requirement to post a bond, in addition to all other remedies available to it for any such breach.

8.4 Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (i) give either Party the power to direct and control the day-to-day activities of the other; (ii) constitute the Parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking; or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

8.5 Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties hereto, their successors, and permitted assigns.

8.6 Amendments. No modification of, or amendment to, this Agreement will be effective unless in writing signed by an authorized representative of both Parties.

8.7 Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will, nevertheless, remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the Parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect.

8.8 No Waiver. No waiver of any term or condition of this Agreement will be valid or binding on either Party unless the same will have been mutually assented to in writing by an officer of both Parties. The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either Party to enforce each and every such provision thereafter.

8.9 Construction. The titles and section headings used in this Agreement are for ease of reference only and shall not be used in the interpretation or construction of this Agreement. No rule of construction resolving any ambiguity in favor of the non-drafting Party shall be applied hereto. The word "including", when used herein, is illustrative rather than exclusive and means "including, without limitation."

8.10 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior and contemporaneous communications, representations, discussions, and agreements between the Parties with respect to such subject matter.

8.11 Assignment. Licensee shall not assign or delegate this Agreement or any of its licenses, rights, or duties under this Agreement (whether by merger, sale of assets, sale of equity, or otherwise) without the prior written consent of Company, and any purported assignment shall be void and of no force or effect. Company may freely assign or delegate this Agreement or any of its licenses, rights, or duties hereunder in Company's sole discretion.

8.12 Notices. Any notice or other communication required or permitted to be delivered hereunder must be in writing and sent by reasonable means to the address of each Party set forth above. Such notice will be deemed to have been given when delivered, or, if delivery is not accomplished as a result of some action or inaction by the recipient, when tendered.