

CHANNEL PARTNER AGREEMENT

This iSync.io Channel Partner Agreement (the "Agreement") is entered into by and between iSync.io, having its principal place of business at 2487 Stout Road, NW Ash, NC 28420 ("iSync.io ") and "You", the iSync.io partner or reseller (the "iSync.io Partner") who has signed up for the "iSync.io Partner Program" (by agreeing to the iSync.io Partner Agreement). By clicking the boxes and submitting the online iSync.io "iSync Partner Application" form, You agree that the terms and conditions of this Agreement govern Your usage of the iSync.io Products and Services (the "Products and Services").

If You are NOT an authorized legal representative of the iSync.io Partner for whom you've logged into the iSync.io Client Area (the "Client Portal") or if You do not agree with the terms and conditions provided below, do NOT click the box below and abandon the signup process; in doing so, You will not be entitled to participate in the iSync.io Channel Partner program and resell such Products and Services.

1. Partner Appointment to Provide iSync.io Products and/or Services. Subject to the terms and conditions of this Agreement, iSync.io hereby appoints You to (i) market the Products and Services, (ii) sell the Products and Services directly to your customers, and (iii) manage, support, and administer the Products and Services. As a iSync.io Partner, you agree to be solely responsible for your customers support and billing during the term of this Agreement and agree that iSync.io provides support only to you and your authorized technicians. You will need to add authorized technicians by logging into your client portal located at <https://isync.io/billing>.

1.2 Taxes: You are responsible for all taxes, and use tax that are required by law for any products or services You offer.

2. Term. This Agreement is effective as of the date executed by iSync.io representative, and shall be for an initial period of one (1) year and will extend automatically for consecutive twelve (12) month terms unless terminated as pursuant to Section 18 hereof.

3. Cloud Services Offerings. iSync.io Cloud Services provides hosted software services on the iSync.io.com infrastructure for select iSync.io partners which allow them to offer our products as a service to their Customers without needing to purchase or maintain their own server environments. Current Services offerings are described on the Client Area. Keep in mind though, that iSync.io reserves the right to alter or discontinue any of the Services provided (or features or functionality of the "Software" contained therein) at any time, although iSync.io will make reasonable efforts to provide two week's notice (but preferably thirty (30) calendar days if at all possible) to You via the Client Area or via Email, or both.

4. Product and Services Orders and Upgrades. You may place a "Product or Services Order" on the iSync.io web site (if this is not available, please send an email to sales@isync.io or contact your account manager). You will then receive an order confirmation email followed by an email with Your order details, which will include detailed information and further instruction pertaining to the individual Product and/or Service ordered. Unlimited admin rights should not be given to Your customers; if such

rights are given, You are responsible for any subsequent technical problems, downtime or outages that may result.

5. Levels of Service. iSync.io will provide guaranteed levels of service, with rights and remedies as described, in the iSync.io Partner Service Level Agreement ("SLA"). The SLA is subject to change at any time without notice, although iSync.io will make reasonable efforts to provide two week's notice (but preferably thirty (30) calendar days if at all possible) to You via the Client Area, email, or both.

6. Use of the Services. Access to and use of the Services by You and Your customers is governed under this Agreement and the Acceptable Use Policy (the "AUP"). This Agreement and the AUP contain numerous obligations which You are required to pass on to Your Customers. For this reason, You must maintain end-user agreements with all of Your Customers. The terms of such end user agreements must be no less restrictive than the terms set forth in this Agreement. Regardless however, You acknowledge that You are responsible for ANY AND ALL use of the Products, Services, or Software.

7. Partner Agreement Applicability. By submitting the iSync.io Channel Partner Application, and upon being approved as an iSync.io Partner, with your first order You are bound by this Partner Agreement in its entirety. All relevant provisions of such Partner Agreement are incorporated herein by reference as they pertain to the business relationship envisioned by this Agreement and the provision of the Products and Services.

8. Responsibilities.

8.1. iSync.io Responsibilities. Keeping in mind the detailed terms and conditions to which iSync.io is obligated to under this Agreement, the iSync.io core responsibilities are reiterated below.

- A. iSync.io will provide You with a fully functioning Product or Service including, but not limited to Dedicated VM's and fully functioning Software.
- B. iSync.io will make commercially reasonable efforts to maintain service levels as published in the most current version of the SLA.
- C. iSync.io will provide technical support to You free of charge pursuant to Section 11 hereof.

Non-Disclosure / Non-Compete Policy - iSync.io will never knowingly contact a Partner's customers under any circumstances in an attempt to sell services representing iSync.io or You, the Partner. Upon acceptance and provisioning of Your Product and/or Service, iSync.io respects and acknowledges a mutual living NDA that is effective throughout the duration of this agreement.

8.2. Partner Responsibilities. Keeping in mind the detailed terms and conditions to which You are obligated to under this Agreement, Your core responsibilities are reiterated below.

- A. You agree to pay the Fees when due (regardless of whether You have been paid by Your Customers).
- B. You agree to use reasonable security procedures to protect Your Content ("Content" is defined data, text, emails, documents, files, audio, video, images or other content developed and inputted on Your VM) and that of Your Customers.
- C. You agree to immediately notify iSync.io of any unauthorized use of Your account or any other breach of security related to Your account.
- D. You are solely responsible for the development, substance, operation, maintenance, and use of Your Content and that of Your Customers.
- E. You are responsible for backing up Your Content.
- F. You will provide first and second level technical support to Your Customers.
- G. You will adhere to the AUP and enforce it to Your Customers.
- H. You will ensure any Customers, using some form of end user agreement, to adhere to the restrictions identified in this agreement.
- I. You will immediately terminate the service to Your resellers and any Customers who breach the iSync.io Terms of Service.

9. Do's and Don'ts.

In addition to the restrictions provided in the AUP, You may not: (i) interfere or attempt to interfere in any manner with the functionality or proper working of the Services or the Software; (ii) upload onto Your VM non-approved (in writing via documents support ticket request) iSync.io software or applications; or (iii) use the Products or Services in any manner intended to fraudulently avoid incurring Fees or exceeding usage limits.

10. Security and Data Privacy.

10.1. Security. iSync.io will implement reasonable and appropriate measures designed to help You secure Your Content and that of Your customers against accidental or unlawful loss, access or disclosure. However, You are also obliged to implement reasonable and appropriate measures designed to secure such Content. Under no circumstances will Content be moved by iSync.io outside of the United States.

10.2. Data Privacy.

10.2.1. Content Access and Handling. Access to Content will be controlled by You. iSync.io will not use, modify, or distribute any of Your Content or data or that of any Customers, unless You violate this Agreement. If this agreement or the iSync.io AUP is violated, iSync.io retains the right to internally move, copy, transfer, or delete any and all content with a 24 hour written notice to YOU.

10.2.2 International Transfer of Data. iSync.io abides by the safe harbor framework set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information collected from the European Union. iSync.io servers are located in the United States. If any Customers are located in one of the 15 European Union Member Nation States (Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, and the United Kingdom), Switzerland, Canada or any other nation with privacy legislation, You agree to obtain their consent that any personal information (e.g., data and content) they provide to You, and ultimately to iSync.io, and any such information which is communicated or stored on iSync.io servers during their usage of the Products and Services will ultimately be transferred to, stored in and hosted by a data center in the

United States.

10.2.3. Usage Data. You acknowledge and agree that iSync.io and its technology partners will collect and anonymize customer information (i.e., type of end user business, # of users and usage data) for the express purpose of improving product performance features. Keeping that in mind, iSync.io and its technology partners will: (i) protect and keep confidential such information; (ii) not use such information for reasons other than those stated herein; and (iii) not sell, distribute or pass on such information to any third party, except as required by law.

10.2.4. Not For Resale Usage. iSync.io at its discretion may supply You with "Not For Resale" or "Evaluation" Services accounts at reduced prices for the purpose of trial or internal usage only.

11. Technical Support and Software Maintenance.

11.1. Technical Support. You may obtain free-of-charge technical support via phone or email in accordance with the policies and procedures on the Support Webpage. In the case of outages, a priority hotline phone number is also provided in your welcome email and displayed in Your Partner Portal. You are responsible to provide first level and second level technical support to Your Customers.

11.2. Software Maintenance. iSync.io will provide software and server maintenance, which will include but may not be limited to installing updates to the current version of the Software run on Your VM(s). iSync.io will provide prior notice of the need to perform such maintenance, but will make reasonable efforts to schedule such maintenance with You at a time that suits Your needs.

12. Fees and Billing.

12.1. Service Fees. You agree to pay all fees associated with all Product and Services orders placed by you or any authorized team member(s) that you designate in your Client Portal. Such Fees, along with any special offers and promotional discounts, are addressed in your client area. iSync.io reserves the right to change the Fees at any time (changes will not be applied to the current billing cycle). iSync.io will make reasonable efforts to provide You two weeks notice (but preferably thirty (30) calendar days if at all possible) of any change in fees or addition of new fees for any existing Service. Such notice will be provided via email, which You are responsible for checking in this regard.

12.2. Billing, Invoicing and Payment Terms. iSync.io will invoice the Fees at the beginning of each month (the "Monthly Fee"). There will be no pro-rata billing for Services subscribed to or terminated mid-month. Otherwise, all other product payment information provided in the Partner Agreement applies.

12.3 Partner Damage. In such cases where damage to iSync.io systems (infrastructure or software) is caused by You or Your Customers, You will be notified accordingly at the time of the damage and subsequently billed for the actual work performed in restoring the system to an operational status.

12.4 Audit Rights. During the term of this Agreement and for a period of one (1) year thereafter, You will maintain up to date, accurate records of Your sales and marketing efforts. At any time and without notice, iSync.io may audit usage of Your Products and Services. If an audit reveals that You have underpaid fees to iSync.io, You will be invoiced for and You shall pay to iSync.io an amount equal to the shortfall between the Fees due and those paid by You plus interest thereon at the rate of one and a half

percent (1.5%) per month. If the amount of the underpayment exceeds 5% of the fees due or the audit reveals a violation of any license restrictions pursuant to this Agreement, then, without prejudice to iSync.io other rights and remedies.

13. Ownership.

13.1. Intellectual Property. As stated in Your Partner Agreement, any intellectual property provided in the Products, Services, and Infrastructure belong to iSync.io (and any of its third party technology or infrastructure partners) and not to You. This Agreement does not give You any rights, either to the Products, Services or the Infrastructure not expressly granted herein.

13.2. iSync.io and any Trademark and Trade Names. Your use of the iSync.io or any Trademark and Trade Name is governed under Your Partner Agreement. Any mention of or use of the iSync.io name, iSync.io logo, iSync.io Product or Services names and/or logos, as well as any iSync.io web content must be submitted in writing by emailing marketing@isync.io with detailed explanation and intended use. iSync.io at its sole discretion will approve or deny any and all requests. You may generally publicize Your use of the Products and Services; however, You must obtain the iSync.io review and consent (not to be unreasonably withheld) before issuing any press release or any other public communication with respect to the Products and Services or this Agreement.

13.3. Partner Property. To the extent that You or any of Your Customers disclose, use, display, perform, copy, distribute, create derivative works of, make, sell, or import any data, or Content together with the Products and Services, iSync.io does not acquire any right, title or interest therein other than the limited right to disable, remove, delete, or block the foregoing to the extent required by law or necessary in iSync.io's sole and exclusive judgment to mitigate liability in connection with allegations of Your breach of this Agreement.

13.4. Improvements/Suggestions. In the event You or any of Your Customers elect, in connection with any of the Services, to communicate to iSync.io suggestions for improvements to the Services or the Software (the "Feedback"), iSync.io shall own all right, title, and interest in and to the same, even if You or any of Your Customers has designated the Feedback as confidential, and iSync.io shall be entitled to use the Feedback without restriction. You hereby irrevocably assign all right, title and interest in and to the Feedback to iSync.io and agree to provide iSync.io such assistance as iSync.io may require to document, perfect, and maintain iSync.io's rights to the Feedback.

13.5. Non-Assertion. During and after the term of the Agreement, You will not assert, nor will You authorize, assist, or encourage any third party to assert, against iSync.io, or any of its subsidiaries or affiliates or its Third Party Technology Partners or any of its subsidiaries or affiliates, any patent infringement or other intellectual property infringement claim with respect to the Services, or in particular the Software or technology provided therein.

14. Representations and Warranties.

14.1. Compliance with Law. In connection with the subject matter of this Agreement, each party agrees to comply with all applicable laws and regulations.

14.2. Content. You represent and warrant: (i) that You and Your customers using the Products and Services are solely responsible for the development, operation, and maintenance of Your Content; (ii) that You and Your Customers possess the rights, title and interests in the Content, to include all necessary licenses, consents, permissions,

waivers and releases to use and display Your Content; (iii) that the Content does not (a) violate, misappropriate or infringe any rights of us or any third party, (b) constitute defamation, invasion of privacy or publicity, or otherwise violate any rights of any third party, (c) is not designed for use in any illegal activity or promotes illegal activities, including, without limitation, in a manner that might be libelous or defamatory or otherwise malicious, illegal or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age, or (d) does not otherwise violate the AUP; and (iv) that the Content supplied by You and Your customers does not intentionally distribute, share, or facilitate the distribution of unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.

15. Disclaimer of Warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE AND THE PRODUCTS AND SERVICES, AS WELL AS USE OF THE INTERNET, IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO THE SATISFACTORY QUALITY, PERFORMANCE AND ACCURACY, AND EFFORT IS WITH YOU. WITH THE EXCEPTION OF THE SERVICE LEVEL GUARANTEES PROVIDED IN THE SLA, THE SOFTWARE, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ISYNC.IO, ITS SUBSIDIARIES AND AFFILIATES, AND ITS THIRD PARTY TECHNOLOGY PARTNERS (COLLECTIVELY REFERRED TO AS "ISYNC.IO" FOR THE PURPOSES OF THESE SECTIONS 15-17) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, PRODUCTS, AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT. ISYNC.IO DOES NOT WARRANT (I) AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF EITHER THE SOFTWARE OR THE SERVICES; (II) THAT EITHER THE SOFTWARE, PRODUCTS, AND SERVICES WILL MEET YOUR REQUIREMENTS, (III) THAT THE OPERATION OF EITHER THE SOFTWARE, PRODUCTS, AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, NOR (IV) THAT DEFECTS IN EITHER THE SOFTWARE, PRODUCTS, AND SERVICES WILL BE CORRECTED. Some countries and/or jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer. So the above exclusion and limitations may not apply to You.

16. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ISYNC.IO BE LIABLE WITH RESPECT TO YOUR USE OF THE SOFTWARE, PRODUCTS, AND SERVICES, OR ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY FOR (I) ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, HOWEVER CAUSED, EVEN IF ISYNC.IO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) ANY AMOUNT IN EXCESS, IN THE AGGREGATE, OF THE AMOUNTS PAID BY YOU FOR THE SERVICES OVER THE SIX MONTHS PRIOR TO THE CLAIM UNDER WHICH ISYNC.IO IS FOUND LIABLE. ISYNC.IO SHALL ALSO NOT BE HELD LIABLE FOR ANY DELAYS,

DELIVERY FAILURES, OR OTHER DAMAGES OR OTHER PROBLEMS RESULTING FROM USE OF THE INTERNET

Some countries and/or jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you.

17. Indemnification. You agree to indemnify, defend and hold iSync.io harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorney's fees), arising out of or in connection with any claim arising from (i) the use of the Software, Products, and Services by You and/or Your Customers in a manner not authorized by or in violation of this Agreement, the AUP, and/or applicable law, (ii) any other breach by You of this Agreement, (iii) Your Content or that of any of Your Customers, or the combination of such Content with other applications, Content or processes, including but not limited to any claim involving infringement or misappropriation of third-party rights, violations of the right of privacy or publicity, and/or the use, development, design, manufacture, production, advertising, promotion and/or marketing of Your Content, (iv) an act or omission by You (or Your employees and agents), to include negligence or misconduct, or an act or omission by any of Your Customers (or their employees or agents), and

(v) a breach by Your customer(s) of any term or condition contained in this Agreement to which such customer(s) should have been bound pursuant to Section 8.2(h) hereof.

18. Suspension and Termination.

18.1. By ISYNC.IO

18.1.1. iSync.io may suspend or terminate the Services immediately and without incurring any liability by providing written notice thereof if You breach (a) any material term or condition hereof, to include but not limited to Your violation of (i) the AUP or any applicable law (or if any of Your Customers do so), (ii) the guidelines regarding use of the Software, Products, and Services (Sections 5-6), (iii) Your responsibilities under this Agreement (Section 8.2), (iv) Your obligation to pay all Fees as they become due (Section 12), (v) the ownership provisions (Section 13), or (vi) Your representations and warranties (Section 14), or (b) any non-material term or condition hereof in which You fail to cure such breach within a thirty (30) days of receiving notice thereof.

18.1.2. iSync.io may modify, suspend or terminate the Software, Products, and Services immediately and without incurring any liability by providing written notice to You (i) if required by law, or (ii) if iSync.io's relationship with any Third Party Technology Partner who provides iSync.io software used in the Software, Products, and Services expires or terminates or the way iSync.io offers the Software, Products, and Services.

18.1.3. iSync.io may terminate the Software, Products, and Services at any time upon 90 days written notice to You.

18.2. By You. You may terminate this Agreement in writing at any time by submitting a cancellation request via your client area with a minimal 30 day written notice.

18.3 Upon Bankruptcy. Either party may terminate the Software, Products, and Services with immediate effect upon written notice to the other party if such other party

becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors.

18.4. Effects of Suspension and Termination. Upon suspension and termination of this Agreement, iSync.io will cease providing access to and use of the Software, Products, and Services to You and Your Customers (and access to any Content will be suspended or terminated, as the case may be) and Your rights and licenses granted under this Agreement shall automatically be suspended or terminated, respectively. Accordingly, You will immediately cease to market and sell related Software, Products, and Services. You shall incur no further payment obligations under this Agreement other than any amounts outstanding as of the date of suspension or termination, as the case may be, and any additional storage fees. Payment of all outstanding invoices will become due five (5) days after the date of suspension or termination, as the case may be, unless otherwise agreed to by iSync.io. In the case of termination, each party shall immediately return any confidential information in their possession to the other, unless otherwise instructed.

18.5. Data Preservation and Retrieval.

18.5.1. In the case of Suspension. In the event of a suspension by iSync.io, iSync.io will not erase any of Your Content or data stored on iSync.io servers for 30 days (the cure period) thereafter, or longer if agreed to by iSync.io.

18.5.2. In the case of Termination. In the event of termination, iSync.io shall have no obligation to continue to store Your data. However, for a period of FIVE (5) business days (billed by our professional services team at the rate of \$120/hr) following termination, iSync.io shall make reasonable efforts to assist You in data retrieval efforts, conditional upon Your payment of all outstanding financial obligations to iSync.io and possible additional storage and retrieval charges. All Fees incurred after termination and during the data retrieval period is Your responsibility. Retrieved data will not be transferred to you until these Fees are paid in full.

19. Refunds. It is iSync.io policy not to refund Fees paid. Rather, as stated in the SLA, Your sole and exclusive remedy for downtime and service performance issues is service level credits.

20. Miscellaneous Provisions.

20.1. Assignment. You may not assign Your rights or delegate Your duties under this Agreement either in whole or in part without iSync.io prior written consent of the other party, except to an affiliate or a party that acquires substantially all of the assigning Your assets or business or a majority of Your stock as part of a corporate merger or acquisition. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of Your successors and permitted assigns.

20.2. Notices. Any required notice hereunder may be delivered by electronic mail, personally or by courier, or mailed by registered or certified mail (return receipt requested) to either party at the receiving party's address (for iSync.io, see the iSync.io Website; for You, to the address currently on file with iSync.io), or to any other address of the receiving party designated by written notice in accordance with this paragraph. Such notice will be deemed to have been given as of the date it is delivered by electronic mail, personally, or by courier. All communications and notices to be made

or given pursuant to this Agreement shall be in the English language.

20.3. Governing Law. Any dispute, controversy or claim arising out of or relating to this Agreement or to a breach thereof, including its interpretation, performance or termination, shall be finally resolved by arbitration. The arbitration shall be conducted in English and in accordance with the arbitration rules and procedures of the American Arbitrations Association (AAA), which shall administer such arbitration. The arbitration, including the rendering of the award, shall take place in Brunswick County, North Carolina, USA. For the purposes of this arbitration, this Agreement shall be governed by and construed under North Carolina law as such law applies to agreements between North Carolina residents entered into and to be performed within North Carolina, USA. The decision of the arbitrators shall be binding upon the parties hereto, and the expense of the arbitration (including without limitation the award of attorneys' fees to the prevailing party) shall be paid as the arbitrators determine. The decision of the arbitrators shall be executory, and judgment thereon may be entered by any court of competent jurisdiction. Notwithstanding anything contained in this Section, each party shall have the right to institute judicial proceedings against the other party or anyone acting by, through or under such other party in order to enforce the instituting party's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

20.4. Amendments.

20.4.1. iSync.io reserves the right to unilaterally amend this Agreement (which could be in the form of an email communication to You from iSync.io), and any agreements related hereto (and referenced herein), from time to time, with notice to You. In such case, iSync.io will make reasonable efforts to provide You at two weeks notice (but preferably thirty (30) calendar days if at all possible) of any such amendment. Such notice will be provided on via email and/or your client area. However, regardless, any amended versions hereof become effective upon posting of such newly amended agreement and You acknowledge that You are responsible for continuously checking the provided Client and Partner Portal's for new versions hereof and reviewing the same. By continuing to use or receive the Products and Services after the effective date of any such newly amended versions hereof, You agree to be bound by the amended Agreement.

20.4.2. In the event that You do not accept any unilateral amendment of this Agreement made by iSync.io pursuant to Section 20.4.1 above, You have the right, as Your sole and exclusive remedy, to terminate this Agreement with immediate effect by written notice to iSync.io.

20.4.3. Any requested amendment by You must be set out in writing and agreed to by both parties.

20.5. Entire Agreement. This Agreement (to include any iSync.io webpages referenced), the AUP, the EULA, the Partner Agreement, and any subsequent written amendments thereto (which could include email communications between the parties) represent the sole, exclusive and integrated mutual understanding of the parties concerning (i) Your appointment as a iSync.io Channel Partner and the guidelines, responsibilities and obligations associated therewith, and (ii) any and all use of the Products, Services and Software by You and Your Customers, and supersedes and cancels all previous and contemporaneous written and oral agreements and communications between the parties relating to the subject matter of this Agreement. Where this Agreement and the other agreements referenced conflict, this Agreement supersedes.

20.6. Severability. If any provision of this Agreement, or a portion thereof, shall be



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adjudged by the arbitrator or a court of competent jurisdiction to be unenforceable or invalid, that portion shall be eliminated or limited to the minimum extent necessary so that this Agreement shall remain in full force and effect and enforceable.

20.7. Force Majeure. Except for performance of a payment obligation, neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control. If the force majeure continues for more than thirty (30) calendar days, then either party may terminate the Agreement for convenience upon written notice to the other party.

20.8 Survival. Sections 7, 12, 13, 16, 17, 18.4, 18.5.2, 19, 20.2, 20.3, 20.5, and 20.6 will survive the expiration, termination or rescission of this Agreement