

Amasci Creative Limited HOSTING AGREEMENT

GENERAL TERMS AND CONDITIONS

This Internet Hosting Services agreement governs the provision of services by Amasci Creative Limited (Henceforth "Amasci", "amasci.co.uk" or "amasci.uk") to "the Client" as defined in by the Order Form as filled in by you on the Websites of Amasci Creative Limited or on the printed copy, and is supplemented by The Service Level Agreement (SLA) defined on the Websites of Amasci Creative Limited or on the printed copy and describes the terms and conditions that apply to the purchase and use of the services. For the purposes of this agreement, the services include shared or virtual web hosting, Internet Software Applications and E-Commerce services. You must agree to this agreement by either a) ticking the "I Agree" box on the various online order forms as indicated on the websites of Amasci Creative Limited or b) by signing a printed copy of these terms. BY COMPLETING AN ONLINE ORDER OR TAKING OUT HOSTING WITH AMASIC YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AS WELL AS THE ATTACHED SCHEDULES, GUIDELINES POLICIES AND OTHER SUCH MATERIALS INCORPORATED BY REFERENCE IN THIS DOCUMENT AND THE SCHEDULES

Amasci Creative Limited reserves the right to modify or change any of the terms and conditions contained in this agreement, the schedules and any material incorporated by reference at any time and from time to time in its sole discretion, and to determine how and when any such changes apply at any time and whether such changes apply to existing customers or future customers or both. Any such changes or modifications will be effective from the moment they are published on the Amasci Creative Limited website located at www.amasci.co.uk Amasci Creative Limited may publish such changes or amendments without notice to the Client and continued use of the services provide by Amasci Creative Limited will constitute the Client's acceptance of such changes or modifications.

1. Term

1.1 Term. The Initial Term of the services shall be twelve (12) months from the date that the Client orders the services by placing an order on the Amasci Creative Limited Web Sites or signs a printed copy of the Agreement. This agreement shall be automatically renewed at the end of the Initial Term as the Renewed Term unless the Client provides notice of termination at least thirty (30) days prior to the end of the Initial Term or Renewed Term. If the Client wishes to terminate, such termination must be provided in the form of a written notice (email) by recorded or registered mail to Amasci Creative Limited, 4 Roslyn Court, Willen, Milton Keynes, MK15 9LA.

1.2 Termination Policies. If the Client wishes to terminate this agreement for any reason other than as a result of specific changes in these Terms & Conditions prior to the end of the Initial Term or Renewed Term (whichever is applicable), Amasci Creative Limited shall not refund to the Client any fees paid in advance of such termination, and the client shall be required to pay 100% of any remaining charges which fall due under this agreement for the remainder of the Inintial Term or Renewed Term and other supplemental charges that fall due under clause 2 below. If Amasci Creative Limited terminates this agreement or if the Client terminates this agreement as a result of specific changes in the Terms & Conditions contained herein, which should be indified in writing, Amasci Creative Limited shall refund to the Client the pro-rata portion of the Pre-paid fees attributable to Services not yet rendered as of the Termination Date.

1.3 Liability and Obligations on Termination. Should the Agreement expire or be terminated for any reason whatsoever, Amasci Creative Limited will not be liable to you because of such expiration or termination for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from such termination or expiration. Any termination of this Agreement shall not relieve you of any obligations to pay fees and costs accrued prior to the termination date and any other amounts owed by you to Amasci Creative Limited as provided in this Agreement.

2.Charges & Payments

2.1 Charges. The Client agrees to pay for all charges attributable to your use of the Services at the then current Amasci Creative Limited prices, which are quoted exclusive of any applicable taxes. You shall be responsible for the payment of all Value Added Tax at the rate in force in United Kingdom at the time that such payment falls due, plus local sales, use, excise, duty and any other taxes assessed with respect to the Services, other than taxes based on Amasci Creative Limited's net income.

2.2 Payment. All charges for Services must be paid in advance on an annual basis, according to the then current price applicable to the Services. Payments may be made by Credit Card.

Payment for Domain Name Registration is subject to clause 3.4 (below).

3. Use of Services

3.1 Applicable Policies and Guidelines. The Amasci Creative Limited Acceptable Use and Service Guidelines (the "Usage Guidelines") govern the general policies and procedures for use of the Services. YOU SHOULD CAREFULLY READ THE USAGE GUIDELINES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE GUIDELINES AND ANY MODIFICATIONS THERETO. Amasci Creative Limited RESERVES THE RIGHT TO TERMINATE YOUR ACCOUNT FOR ANY VIOLATION OF THE USAGE GUIDELINES OR THIS AGREEMENT.

3.2 Material and Product Requirements. You must ensure that all material and data placed on Amasci Creative Limited's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by Amasci Creative Limited. Amasci Creative Limited will make no effort to validate any of this information for content, correctness or usability. In the event that your material is not "server-ready", Amasci Creative Limited has the option at any time to reject this material. Amasci Creative Limited will notify you of its refusal of the material and afford you the opportunity to amend or modify the material to make that material "server ready" and satisfy the needs and/or requirements of Amasci Creative Limited.

Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies depending on the anticipated use and desired content of your Web site. You must have the necessary knowledge to create and maintain a Web site. It is not Amasci Creative Limited's responsibility to provide this knowledge or customer support outside of the Services agreed to by you and Amasci Creative Limited.

3.3 Bandwidth Storage, and E-Mail Usage. You agree that use of the Services hereunder will not exceed the bandwidth, storage and E-mail usage limits set out in the Order Form. If you use any bandwidth or storage space in excess of the agreed upon number of megabytes per month or if you exceed E-Mail storage and attachment size limitations, Amasci Creative Limited may, in its sole discretion, assess you with additional charges, suspend the performance of the Service, or terminate this Agreement. In the event that Amasci Creative Limited elects to take any corrective action, you will not be entitled to a refund of any unused pre-paid fees.

3.4 Domain Names. As part of the Services, you will provide Amasci Creative Limited with a registered domain name or names or Amasci Creative Limited will register such domain name(s) selected by you, provided that such domain name is available for registration and does not violate any Registration Services or Registrars' policies, or any law or regulation. You agree to pay Amasci Creative Limited in advance for any fees to be paid by Amasci Creative Limited for registration services with respect to the registration and maintenance of such domain name(s). In the event of any dispute or cause of action arising out of or related to your domain name used in connection with the Services, upon your request Amasci Creative Limited will attempt to register with the relevant registrar an alternative domain name chosen by you. You agree to be bound by the terms of InterNIC's then current domain name policy and/or the policies of the national DNS registration authorities to which you become subject upon registration of your domain name. The inability to use a domain name shall not entitle you to a refund by Amasci Creative Limited of any fees paid with respect to the registration of such unusable domain name. In the event you received a "Free Domain Name Registration" offer when you signed up for the Services, and you terminate the Services within one year of such domain name registration, you agree to immediately pay Amasci Creative Limited the full retail price for such domain name registration in effect when you registered such domain name, in addition to any other fees for early termination described herein.

3.4.1 You recognise and accept that:

- a. While Amasci Creative Limited or its registration service will make reasonable endeavours to achieve a successful registration and keep you notified of the progress of the registration application, because of the nature of the registration process, Amasci Creative Limited reserves the right to reject any request by you to register any particular domain name or to discontinue processing such a request if Amasci Creative Limited considers such application might expose Amasci Creative Limited to legal or other proceedings.
- b. The extent of Amasci Creative Limited's service in relation to the registration of domain names is: -
- c. to forward your application to a registration service or appropriate Registry;
- d. to provide administrative support in securing the registration;
- e. to notify you reasonably promptly of the outcome of the application;
- f. in the event of re-registration, to endeavour to notify you of the renewal date for such re-registration and only to complete such renewal on payment by you of the renewal fees.
- g. Subject to Amasci Creative Limited using reasonable endeavours to notify you prior to the domain name registration renewal date(s) by fax, email or post at the addresses or number most recently provided by you, Amasci Creative Limited accepts no responsibility for your use or retention of a domain name once registered;

- h. Neither Amasci Creative Limited nor its registration service or registrar shall be liable to you for any direct, indirect or consequential loss, damage cost or expense including without limitation any loss, damage, or cost whether direct, indirect or consequential including without limitation, any direct or indirect loss of profit, business or anticipated savings caused by any breach of Amasci Creative Limited's, its registration services' or registrars' obligations to you in contract or in tort whether or not resulting from Amasci Creative Limited's, its registration services', or registrars' negligence relating to obtaining any domain name, including without limitation any delay in obtaining or failure to obtain any domain name;
- i. Domain name registries retain the right at their discretion to register or refuse to register a domain name applied for by Amasci Creative Limited on behalf of you; therefore, without prejudice to DISCLAIMED WARRANTIES above, Amasci Creative Limited makes no warranty or representation of any kind in relation to the likelihood or otherwise of a particular domain name application being successful;
- j. Your use of the domain name once registered may be challenged by a third party; if so, or if any other dispute arises, the procedures laid down by the relevant registry will apply and these may include the suspension or revocation of your application for a domain name or the registration of a domain name allocated to you and unless otherwise agreed by the parties in writing signed by an officer of Amasci Creative Limited, Amasci Creative Limited or its registration service will have no responsibility or involvement in relation thereto;
- k. It is your responsibility to pay any and all renewal charges to Amasci Creative Limited in respect of each domain name registered by Amasci Creative Limited on your behalf, who will in turn pay the relevant registry company;
- l. As is common domain name registration practice, domain names are registered on a first come, first served basis;
- m. The registration of a domain name does not confer any legal rights to a name or its use and any disputes between you and a third party are to be settled using normal legal methods. You agree that Amasci Creative Limited and its registration service will not be drawn into any such argument or dispute in any circumstances unless otherwise agreed by the parties in writing signed by a Director of Amasci Creative Limited;
- n. The initial registration period of a domain name is stated in the Price List, payable in advance;
 - 1. except as part of a package when you are charged the equivalent of one year's registration within the package Fee;
 - 2. if you do not renew the package for a second year with Amasci Creative Limited, you may opt to transfer the domain name to another provider for a fee of £20.00 plus tax at the current rate.
 - 3. Amasci Creative Limited may change the terms and conditions of the contract on renewal of the registration of the domain name. All renewals will be made under the Terms and Conditions current at the time of the renewal.
 - 4. Once a domain name(s) is registered the Fee is non-refundable.

3.4.2. You warrant to Amasci Creative Limited that: -

- a. all information provided by you to Amasci Creative Limited is true and correct, and that any additions or alterations thereto in the future will also be true and correct;
- b.
- c. you have the legal right to apply for and use the domain name(s) as a Web site address; and

- d.
- e. the domain name(s) and its use as a Web site address does not and will not infringe the Intellectual Property Rights or any other rights of a third party.
- f.

3.4.3 You acknowledge:

- a. that the application process, registration and subsequent use of any domain name is subject to the then current terms and conditions and policies of the relevant registry and you agree to abide by all such rules and policies; and
- b.
- c. accordingly, you undertake to read those terms and conditions and policies before applying for a domain name (copies are generally available from the relevant registry's Website) and to comply with them. Amasci Creative Limited can arrange copies if required.
- d. If your application for a particular domain name is rejected, Amasci Creative Limited will consult with you to choose an alternative name before any registration takes place.
- e. If you transfer your domain name and do not change the Technical, Billing and Admin contacts, then Amasci Creative Limited cannot ensure the availability of your Web site in relation to your domain name.
- f.

4. Intellectual Property Rights

4.1 Your License Grant to Amasci Creative Limited. You hereby grant to Amasci Creative Limited a non-exclusive, worldwide, and royalty-free license for the Initial Term and the Renewal Term, if applicable, to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your content only as necessary for the purposes of rendering and operating the Services to you under this Agreement. You expressly (a) grant to Amasci Creative Limited a license to cache materials distributed or made available for distribution via the Services, including content supplied by third parties, and (b) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

4.2 Your Warranties and Representations to Amasci Creative Limited. You warrant, represent, and covenant to Amasci Creative Limited that (a) you are at least eighteen (18) years of age; (b) you possess the legal right and ability to enter into this Agreement; (c) you will use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; (d) you will be financially responsible for the use of your account; (e) you have acquired or will acquire all authorisation(s) necessary for hypertext links to third-party Web sites or other content; (f) you have verified or will verify the accuracy of materials distributed or made available for distribution via the Services, including, without limitation, your content, descriptive claims, warranties, guarantees, nature of business, and address where business is conducted, (g) your content does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance, and

(h) you will comply with the Data Protection Act 1998 and all statutory re-enactments and amendments thereof.

4.3 Amasci Creative Limited Materials And Intellectual Property. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by Amasci Creative Limited or its suppliers or agents pursuant to this Agreement, and any know-how, methodologies, equipment, or processes used by Amasci Creative Limited to provide the Services to you, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of Amasci Creative Limited or its suppliers. No express or implied license is granted by Amasci Creative Limited to you for such materials and intellectual property. Amasci Creative Limited shall also maintain and control ownership of all Internet protocol ("IP") numbers and addresses that may be assigned to you by Amasci Creative Limited. Amasci Creative Limited reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

5. Enforcement

5.1 Investigation of Violations. Amasci Creative Limited may investigate any reported violation of this Agreement, the Addendum its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, customers and/or third parties. Amasci Creative Limited will not access or review the contents of any e-mail or similar stored electronic communications except as required or permitted by applicable law or legal process.

5.2 Actions. Amasci Creative Limited reserves the right and has absolute discretion to restrict or remove from its servers any content that violates this Agreement, the Addendum or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or in potentially violation of any laws. In the event of becoming aware of any possible violation by you of this Agreement, the Addendum, any related policies or guidelines, third party rights or laws, Amasci Creative Limited may immediately take corrective action, including, but not limited to, (a) issuing warnings, (b) suspending or terminating the Service, (c) restricting or prohibiting any and all uses of content hosted on Amasci Creative Limited's systems, and/or (d) disabling or removing any hypertext links to third-party Web sites, any of your content distributed or made available for distribution via the Services, or other content not supplied by Amasci Creative Limited which, in Amasci Creative Limited's sole discretion, may violate or infringe any law or third-party rights or which otherwise exposes or potentially exposes Amasci Creative Limited to civil or criminal liability or public ridicule. It is Amasci Creative Limited's policy to terminate repeat infringers. The above stated rights of action, however, do not obligate Amasci Creative Limited to monitor or exert editorial control over the information made available for distribution via the Services. In the event Amasci Creative Limited takes corrective action due to such possible violation, Amasci Creative Limited shall not be obligated to refund to you any fees paid in advance of such corrective action.

5.3 Disclosure Rights. To comply with applicable laws and lawful governmental requests, to protect Amasci Creative Limited's systems and customers, or to ensure the integrity and operation of Amasci Creative Limited's business and systems, Amasci Creative Limited may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e., name, e-mail address, etc.), IP addressing and traffic information, usage history, and content residing

on Amasci Creative Limited's servers and systems. Amasci Creative Limited also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties.

6. Disclaimed Warranties

You acknowledge and agree that Amasci Creative Limited exercises no control over, and accepts no responsibility for, the content of the information passing through Amasci Creative Limited's servers or the Internet. ALL SERVICES PERFORMED HEREUNDER ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY FAILURE DUE TO COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, Amasci Creative Limited DOES NOT MAKE AND HEREBY DISCLAIMS, AND YOU HEREBY WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

7. Limitation and Exclusion of Liability

7.1 Limitations.

a) IN NO EVENT SHALL Amasci Creative Limited OR ITS SUPPLIERS HAVE ANY LIABILITY FOR UNAUTHORISED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE SERVICES THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES.

b) NEITHER Amasci Creative Limited NOR ITS SUPPLIERS SHALL HAVE LIABILITY WITH RESPECT TO Amasci Creative Limited's OBLIGATIONS UNDER THIS AGREEMENT, THE ADDENDUM OR OTHERWISE FOR LOSS, DAMAGE, OR COST WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL INCLUDING WITHOUT LIMITATION, ANY DIRECT OR INDIRECT LOSS OF PROFIT, BUSINESS OR ANTICIPATED SAVINGS CAUSED BY ANY BREACH OF Amasci Creative Limited'S OBLIGATIONS TO YOU IN CONTRACT OR IN TORT WHETHER OR NOT RESULTING FROM Amasci Creative Limited'S NEGLIGENCE..

c) IN ANY EVENT, THE LIABILITY OF Amasci Creative Limited AND ITS SUPPLIERS TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO 110% OF THE AMOUNT ACTUALLY PAID TO Amasci Creative Limited BY YOU UNDER THIS AGREEMENT AND THE ADDENDUM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY Amasci Creative Limited HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK.

d) ACCORDINGLY, YOU HEREBY RELEASE Amasci Creative Limited AND ITS SUPPLIERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIM IN EXCESS OF THE LIMITATION STATED IN THIS SECTION 6.1.

7.2 Interruption of Service. You hereby acknowledge and agree, except as set forth in this Agreement, that Amasci Creative Limited and its suppliers will not be liable for any

temporary delay, outages or interruptions of the Services. Further, Amasci Creative Limited shall not be liable for any delay or failure to perform its obligations under this Agreement, where such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications or third-party supplier failure).

8. Indemnification.

You hereby release and hold harmless, and agree to indemnify, Amasci Creative Limited and its affiliates and suppliers (and their respective employees, directors and representatives) against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by Amasci Creative Limited or its suppliers, arising out of or relating to (a) your violation or breach of any term, condition, representation or warranty of this Agreement, the Addendum or any applicable policy or guideline; (b) your improper or illegal use the Services; or (c) your violation, alleged violation, or misappropriation of any intellectual property right (including, without limitation, trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including, without limitation, defamation, libel, violation of privacy or publicity).

9. Miscellaneous Provisions

9.1 Entire Agreement. This Agreement, in conjunction with the Addendum and all schedules, policies and guidelines incorporated herein by reference, constitutes the entire agreement between you and Amasci Creative Limited with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement and the related policies and guidelines.

9.2 No Fiduciary Relationship; No Third-Party Beneficiaries. Amasci Creative Limited is not the agent, fiduciary, trustee or other representative of you. Except for the rights of Amasci Creative Limited's suppliers, nothing expressed or mentioned in or implied from this Agreement or the Addendum is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement and the Addendum. This Agreement and the Addendum and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto.

9.3 Amendments. Except as expressly provided in this Agreement, no amendment, change, waiver, or discharge hereof or to the Addendum shall be valid unless in writing and signed by the parties.

9.4 Identification. Amasci Creative Limited may, free of any obligation to pay compensation, use your name and identify you as an Amasci Creative Limited client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

9.5 Choice of Law and Forum. THIS AGREEMENT, INCLUDING THE ADDENDUM, WILL BE GOVERNED BY THE LAWS OF ENGLAND WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE ENGLISH COURTS. AND YOU IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS

9.6 Compliance With Laws. You shall at all times comply with all applicable laws and regulations and shall indemnify and save Amasci Creative Limited harmless from your

failure to so comply. You agree that Amasci Creative Limited shall not have to perform any obligations set forth in this Agreement if such performance would violate any present or future law, regulation or policy of any applicable government. You shall not use the Services in any way that violates U.S. or EU export laws, including without limitation, uses related to the proliferation of weapons of mass destruction, prohibited chemical, biological, or nuclear weapons or missile use. You agree that you are not located in, under control of, or a national or resident of any country restricted as a destination by U.S. law or on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders or any restrictions of the Department of Trade and Industry in the U.K.

9.7 Non-Assignment. You may not assign this Agreement or any right or obligation hereunder or under the Addendum, by operation of law or otherwise, without Amasci Creative Limited's prior written consent. Amasci Creative Limited may assign its rights and obligations under this Agreement or the Addendum, and may utilise affiliate and/or agents in performing its duties and exercising its rights hereunder, without your consent. Subject to that restriction, this Agreement and the Addendum will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

9.8 No Waiver. Amasci Creative Limited's failure to enforce the strict performance of any provision of this Agreement or the Addendum will not constitute a waiver of Amasci Creative Limited's right to subsequently enforce such provision or any other provisions hereunder or thereunder.

9.9 Severability. Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement and the Addendum, if applicable, shall nonetheless remain in full force and effect and, if the subject term or provision is deemed to be invalid, void or unenforceable only with respect to a particular application, such term or provision shall remain in full force and effect with respect to all other applications.

9.10 Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.11 Survival. All provisions of this Agreement and the Addendum relating to your warranties, intellectual property rights, limitation and exclusion of liability, your indemnification obligations and payment obligations shall survive the termination or expiration hereof and thereof.