

USER LICENSE AGREEMENT

This User License Agreement governs the acquisition and use of the Services by Subscriber (defined below). By executing an Order Form (defined below) that references this Agreement, you, as or on behalf of Subscriber, agree to this Agreement. By executing an Order Form on behalf of a corporation, partnership, professional limited liability company or any other legal entity, you represent that you have the authority to bind that legal entity to this Agreement.

The effective date of this Agreement ("**Effective Date**") is the effective date of the first Order Form that Subscriber executes with Centerbase, LLC, a Delaware limited liability company ("**Centerbase**") on or after March 14, 2022. For any Subscriber who has executed an Order Form or quote prior to that date, once such Subscriber executes an Order Form on or after March 14, 2022, then all prior Order Forms and accepted quotes shall be governed by this Agreement. Centerbase and Subscriber are each a "**Party**" hereto, and collectively, they are the "**Parties**" hereto.

Terms of Service

1. Definitions

- (a) "**Administrator**" shall mean an employee, partner, or authorized agent of Subscriber (as defined in Section 1(m)) with authority to designate additional Authorized Users and/or Administrators.
- (b) "**Agreement**" shall mean this entire User License Agreement and incorporates by reference the Order Form(s), the Privacy Policy located at <https://www.centerbase.com/privacy/> and the Technical Support & Professional Services Policy located at <https://centerbase.com/technical-support-and-professional-services-policy/>.
- (c) "**Authorized User**" shall mean an individual subscriber or the partners, members, employees, temporary employees, and independent contractors of an organization with a subscription to the Service who have been added to the Subscriber account as users.
- (d) "**Confidential Information**" shall mean the Content (as defined in Section 1(e)) and any information, technical data, or know-how considered proprietary or confidential by either Party to this Agreement including, but not limited to, either Party's research, services, inventions, processes, specifications, designs, drawings, diagrams, concepts, marketing, techniques, documentation, source code, customer information, personally identifiable information, pricing information, procedures, menu concepts, business and marketing plans or strategies, financial information, and business opportunities disclosed by either Party before or after the Effective Date of this Agreement, either directly or indirectly in any form whatsoever, including in writing, orally, machine readable form or through access to either Party's premises. Confidential Information does not include information that the receiving Party can document: (i) is or becomes

(through no improper action or inaction by the receiving Party or any affiliate, agent, consultant or employee) generally available to the public; (ii) was in its possession or properly known by it, without restriction, prior to receipt from the disclosing Party; (iii) was rightfully disclosed to it by a third party without restriction; or (iv) is independently developed by the receiving Party subsequent to such disclosure, by employees without access to, or use of, the disclosing Party's Confidential Information.

- (e) **"Content"** shall mean any information you upload or post to the Service and any information provided by you to Centerbase in connection with the Service, including, without limitation, information about your Authorized Users or Registered Clients, as defined in Section 1(h).
- (f) **"Initial Term"** as defined in Section 8.1.
- (g) **"Order Form"** means any order form or quote that may be entered into from time to time between Subscriber and Centerbase, and all amendments, modifications and supplements thereto, all of which are incorporated herein by this reference.
- (h) **"Registered Client"** means an individual who has been invited to use the client-facing features of the Service in a limited capacity as a client of an Authorized User.
- (i) **"Renewal Term"** as defined in Section 8.1.
- (j) **"Representatives"** of a Party means any and all officers, directors, employees, consultants, contractors, agents, attorneys, accountants, financial advisors, and other representatives of such Party.
- (k) **"Service"** shall mean any software or services provided to Subscriber by Centerbase.
- (l) **"Security Emergency"** shall mean a violation by Subscriber of this Agreement that: (a) could disrupt (i) Centerbase's provision of the Service; (ii) the business of other subscribers to the Service; or (iii) the network or servers used to provide the Service; or (b) provides unauthorized access to the Service.
- (m) **"Subscriber"** shall refer to the purchaser of the Services provided by Centerbase and shall also include any present or former agent, representative, independent contractor, employee, attorney and any entity or person who had authority to act on behalf of such purchaser.
- (n) **"Term"** as defined in Section 8.1.

2. Limited License & Use of the Service

2.1. Subscriber is granted a non-exclusive, non-transferable, limited license to access and use the Service.

2.2. Except to the extent automatically performed by firewalls to protect against virus upload, Centerbase does not review or pre-screen the Content uploaded by Authorized Users and Centerbase claims no intellectual property rights with respect to the Content.

2.3. Subscriber and Authorized Users agree not to reproduce, duplicate, copy, sell, resell or exploit access to the Service, use the Service, or any portion of the Service, including, but not limited to the HTML, Cascading Style Sheet or any visual design elements without the express written permission from Centerbase.

2.4. Subscriber and Authorized Users agree not to modify, reverse engineer, adapt or otherwise tamper with the Service or modify another website so as to falsely imply that it is associated with the Service, Centerbase, or any other software or service provided by Centerbase.

2.5. Subscriber and Authorized Users agree that they will not use the Service in any manner which may infringe copyright or intellectual property rights or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or in violation of the terms of this Agreement.

2.6. Subscriber is responsible for each of the following: (i) Subscriber's required participation in the implementation of the Service; (ii) protecting the names and passwords of the Authorized Users and Registered Clients of the Service; (iii) preventing, and promptly notifying Centerbase of, any unauthorized access to or use of the Service; (iv) the reliability, integrity, accuracy, quality and lawfulness of, and the Content submitted by Authorized Users; (v) each Authorized User's compliance with the terms and conditions of this Agreement and each Authorized User's acts and omissions; (vi) using the Service within the permitted scope and limitations and only in accordance with this Agreement and the Order Form(s), and any guidelines communicated by Centerbase to Subscriber; (vii) obtaining, at Subscriber's sole expense, valid licenses to any and all third party information, data and/or materials (collectively, "**Third Party Materials**") that Subscriber, directly or indirectly, provides or makes available to Centerbase or otherwise utilizes within the Service; and (viii) using the Service in accordance with applicable laws.

2.7. Subscriber and Authorized Users agree that they will not use the Service to upload, post, host, or transmit unsolicited bulk e-mail, short message service messages, viruses, self-replicating computer programs or any code of a destructive or malicious nature.

2.8. Except for the non-exclusive license granted pursuant to this Agreement, Subscriber acknowledges and agrees that all ownership, license, intellectual property and other rights and interests in and to the Service shall remain solely with Centerbase.

2.9. Authorized Users who configure the Service to share or make available certain Content to the public, are deemed to acknowledge and agree that everyone will have access to the Content ("**Public Content**"). Centerbase reserves the right, at any time, in its sole discretion, to take any action deemed necessary with respect to Public Content that violates the terms of this Agreement, including, but not limited to, removal of such Public Content.

2.10. Centerbase reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, any feature associated with the Service, with or without notice, except that Centerbase shall provide Subscriber with 30-days' notice of any modification that materially reduces the functionality of the Service. Continued use of the Service following any modification constitutes Subscriber acceptance of the modification.

2.11. Centerbase reserves the right to temporarily suspend access to the Service for operational purposes, including, but not limited to, maintenance, repairs or installation of upgrades, and will provide no less than two business days' notice prior to any such suspension. Such notice shall be provided to you in advance through email. Further, Centerbase shall endeavor to confine planned operational suspensions to minimize disruption to the Subscriber.

2.12. Subscriber grants to Centerbase a non-exclusive, royalty free right during Subscriber's use of the Service, to use the Confidential Information for the sole purpose of

performing Centerbase' obligations under the Agreement in accordance with the terms of the Agreement. Such rights shall include permission for Centerbase to generate and publish aggregate, anonymized reports on system usage and Content trends and type, provided they do not conflict with Section 4.1.

3. Access to the Service

3.1. Each user is only permitted to access and use the Service if he/she is an Authorized User or a Registered Client. Authorized Users are required to provide their full legal name, a valid email address, and any other information reasonably requested by the Service.

3.2. Each Authorized User will be provided with a unique identifier to access and use the Service ("**Username**"). The Username and passwords shall only be used by the Authorized User to whom it is assigned, and shall not be shared with, or used by any other person, including other Authorized Users.

3.3. The initial Administrator shall have the authority to administer the subscription and designate additional Authorized Users and/or Administrators on behalf of the Subscriber. Each subscription may designate multiple Authorized Users as Administrator. Any Administrator shall be deemed to have the authority to manage the subscription and any Authorized Users on behalf of the Subscriber. The Administrator will deactivate an active Username if the Administrator wishes to terminate access to the Service for any Authorized User.

3.4. As between Centerbase and the Subscriber, any Content uploaded or posted to the Service remains the property of the Subscriber. Upon Cancellation or Termination of Service as discussed in Section 8 below, Centerbase shall only be responsible for the return of Content directly to the Administrator or a designated Authorized User in the event that the Administrator is unable to be reached.

3.5. All access to and use of the Service via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Service is strictly prohibited.

3.6. Authorized Users are permitted to access and use the Service using an Application Program Interface ("**API**") subject to the following conditions:

(a) any use of the Service using an API, including use of an API through a third-party product that accesses and uses the Service, is governed by this Agreement;

(b) Excessive use of the Service using an API may result in temporary or permanent suspension of access to the Service via an API. Centerbase, in its sole discretion, will determine excessive use of the Service via an API, and will make a reasonable attempt to warn the Authorized User prior to suspension; and

(c) Centerbase reserves the right at any time to modify or discontinue, temporarily or permanently, access and use of the Service via an API, with or without notice.

4. Confidentiality

4.1. Each Party agrees to treat all Confidential Information as confidential and not to use or disclose such Confidential Information except as necessary to perform its obligations under this Agreement.

4.2. The receiving Party shall: (i) hold the disclosing Party's Confidential Information in strict confidence and treat such Confidential Information with at least the degree of care that it treats its own similar information but no less than a reasonable degree of care; and (ii) not disclose such Confidential Information to any other person or entity or to any of its Representatives except Representatives who are required to have Confidential Information in connection with such purpose, and then only such Representatives who have signed confidentiality agreements with the receiving Party or that are subject to professional duties of confidentiality that are no less stringent than those contained herein. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information to a court or other governmental authority to the extent that such disclosure is required by governmental order, subpoena, or by law, provided that: (a) the receiving Party notifies the disclosing Party in writing of such required disclosure as soon as reasonably possible prior to such disclosure and in any event at least five business days prior to such disclosure, specifying in detail the reasons why such disclosure is required; (b) the receiving Party discloses only that portion of the Confidential Information that it is advised by its counsel that it is legally compelled to disclose; (c) the receiving Party uses commercially reasonable efforts to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential; and (d) the receiving Party uses commercially reasonable efforts to obtain such other protective orders and protections with respect thereto as the disclosing Party may reasonably request.

5. Security

5.1. Centerbase is responsible for providing a secure method of authentication and accessing its Service. Centerbase will provide mechanisms that:

- (a) allow for user password management, and
- (b) transmit passwords in a secure format

5.2. Subscriber will be responsible for protecting the security of Usernames and passwords, or any other codes associated to the Service, and for the accuracy and adequacy of personal information provided to the Service.

5.3. Subscriber will implement policies and procedures to prevent unauthorized use of Usernames and passwords, and will promptly notify Centerbase upon suspicion that a Username and password has been lost, stolen, compromised, or misused.

5.4. At all times, Centerbase, and any third-party vendors and hosting partners it utilizes to provide the Service, will:

- (a) use commercially reasonable information security practices for transmitting and storing your Content.
- (b) employ commercially reasonable information security practices with respect to network security techniques, including, but not limited to, firewalls, intrusion

detection, and authentication protocols, vulnerability and patch management;
and

(c) ensure its host facilities maintain industry standards for security and privacy.

5.5. Centerbase shall report to Subscriber, with all relevant details, any event that Centerbase reasonably believes represents unauthorized access to, disclosure of, use of, or damage to Content (a “**Security Breach**”). Centerbase shall make such report within 48 hours after learning of the Security Breach.

5.6. In the event of a Security Breach, Centerbase shall:

(a) cooperate with Subscriber to identify the cause of the breach and to identify any affected Content;

(b) assist and cooperate with Subscriber in investigating and preventing the recurrence of the Security Breach;

(c) assist and cooperate with Subscriber in any litigation or investigation against third parties that Subscriber undertake to protect the security and integrity of Content; and

(d) mitigate any harmful effect of the Security Breach.

6. Managed Backup Services

Centerbase’s managed backup services are designed to facilitate restoration of Content to the server or device from which the Content originated in the event the primary data is lost or corrupted. Centerbase shall endeavor to ensure recovery of lost or corrupted Content at no cost to you. Prior to any cancellation or termination of Service for any reason, Subscriber shall have at least ninety days to retrieve any and all Content.

7. Payment, Refunds and Subscription Changes

7.1. Subject to the terms and conditions of this Agreement and the applicable Order Form(s), Customer shall pay all fees specified in the applicable Order Forms. Subscribers with paid subscriptions will provide Centerbase with a valid credit card or check for payment of the applicable subscription fees. All subscription fees are exclusive of all federal, state, provincial, municipal or other taxes which Subscribers agree to pay based on where the Subscriber is primarily domiciled. In addition to any fees, the Subscriber may still incur charges incidental to using the Service, for example, charges for Internet access, data roaming, and other data transmission charges.

7.2. Subscribers will be charged annually on the anniversary date of the Effective Date. All charges are non-refundable unless other contractual terms or agreements have been agreed upon and documented in a written, signed contract between the Subscriber and Centerbase.

7.3. No refunds or credits will be issued for partial periods of service, upgrade/downgrade refunds, or refunds for periods unused with an active subscription, including, but not limited to, instances involving the removal of a Subscriber, unless other contractual terms or agreements have been agreed upon and documented in a written, signed contract between the Subscriber and Centerbase.

7.4. There are no charges for cancelling a subscription, and paying subscriptions cancelled prior to the end of their current billing cycle will not be charged again in the following cycle.

7.5. The amount charged on the next billing cycle will be automatically updated to reflect any changes to the subscription, including upgrades or downgrades. Subscription changes, including downgrades, may result in loss of access to Content, features, or an increase or reduction in the amount of available capacity for Content provided by the Service.

7.6. All prices are subject to change upon notice. Such notice may be provided by an e-mail message to the Administrator, or in the form of an announcement on the Service.

7.7. Subscriber is responsible for paying all taxes associated with the subscription to the Service. If Centerbase has the legal obligation to pay or collect taxes for which Subscriber is responsible under this section, the appropriate amount shall be invoiced to and paid by Subscriber, unless Subscriber provides Centerbase with a valid tax exemption certificate authorized by the appropriate taxing authority.

7.8. All amounts payable under this Agreement and any Order Form are (i) exclusive of any sales, use, excise, value added, goods and services, and gross receipts taxes, and any and all similar taxes or legally imposed fees, duties or contributions based upon such amounts, this Agreement and any Order Form, except for franchise or margin taxes, if any, or taxes based upon the net income of Centerbase; and (ii) reflect the net cash payable to Centerbase, net of any and all such taxes, levies, fees and withholdings of every kind or nature. All such taxes, levies, fees and withholdings and the obligation to pay such amounts to the appropriate taxing authorities in a timely manner are the sole responsibility of Subscriber.

8. Term, Cancellation and Termination

8.1. The initial term of this Agreement commences on the Effective Date for a period ending one year from the Effective Date, unless otherwise specified in an applicable Order Form (the “**Initial Term**”), and will automatically renew for successive twelve month periods (each, a “**Renewal Term**”) (the Initial Term, together with all Renewal Terms (if any), collectively, the “**Term**”), unless (i) either Party provides notice of non-renewal no less than 60 days’ prior to the end of the Initial Term or then-current Renewal Term, as applicable or (ii) earlier terminated as provided in this Section 8. This Agreement establishes and governs term of the subscription for Subscriber’s use of any Service, including but not limited to the annual renewal date for any and all Services on all Order Forms executed from the Effective Date forward. Administrators are solely responsible for canceling subscriptions on behalf of Subscriber by providing written notice to Centerbase. Cancellations shall not be accepted by any other means.

8.2. Centerbase in its sole discretion has the right to suspend or discontinue providing the Service to any Subscriber without notice for actions that are (a) in material violation of this Agreement and (b) create a Security Emergency.

8.3. If (i) Authorized Users use the Service to violate this Agreement in a way that does not create a Security Emergency; (ii) Centerbase provides Subscriber with commercially reasonable notice of this violation; (iii) Centerbase uses commercially reasonable efforts to discuss and resolve the violation with Subscriber; and (iv) despite the foregoing, the violation is

not resolved to Centerbase's reasonable satisfaction within thirty (30) days of such notice, then Centerbase reserves the right to suspend access to the Service and terminate this Agreement.

8.4. As required by Section 6 ("Managed Backup Services"), upon cancellation or termination of a subscription, Content is made available to the Administrator or a designated Authorized User. Following a period of no less than ninety (90) days from the cancellation or termination of a subscription, all Content associated with such subscription will be irrevocably deleted from the Service.

9. Limitation of Liability

9.1. SUBSCRIBER AGREES THAT THE TOTAL AGGREGATE LIABILITY OF CENTERBASE ARISING OUT OF ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT OR IN ANY WAY CONNECTED WITH THE SERVICE WILL NOT EXCEED THE TOTAL AMOUNT YOU HAVE PAID FOR THE SERVICE PURSUANT TO THE AGREEMENT WITHIN THE TWELVE-MONTH PERIOD BEFORE THE DATE THE FIRST CLAIM AROSE. SUBSCRIBER FURTHER AGREES THAT CENTERBASE IS NOT AND WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, ATTORNEY FEES) RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF DATA. THESE DISCLAIMERS APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WHETHER THOSE DAMAGES ARE FORESEEABLE AND WHETHER CENTERBASE HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

9.2. Subscriber will solely be responsible for any damage and/or loss of Content which occurs as a result of or in connection with Subscriber's electronic equipment and/or Subscriber's computer system.

10. Disclaimer of Warranties

10.1. CENTERBASE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO ANY SERVICES PROVIDED BY CENTERBASE.

10.2. Centerbase makes no warranty that the Services when provided to Subscriber in digital or electronic format will be compatible with Subscriber computers and/or other equipment, or that these Services will be secure or error free. Nor does Centerbase make any warranty as to any results that may be obtained from the use of the Service.

10.3. Centerbase hereby disclaims all warranties of any kind related to Subscriber's hardware or software beyond the warranties provided by the manufacturer of Subscriber's hardware or software.

11. Indemnification

11.1. Subscriber hereby agrees to indemnify, defend (at Centerbase's option) and hold harmless Centerbase from and against any claim, action, proceeding, loss, liability, judgment, obligation, penalty, damage, cost or expense, including attorneys' fees, which arise from or relate to the following:

- (a) Subscriber's or any Authorized User's breach of any obligation stated in this Agreement; and
- (b) Subscriber's or any Authorized User's negligent acts or omissions or any use of or the results achieved by Subscriber through the Services.

Centerbase will provide prompt notice to Subscriber of any indemnifiable claim or loss. At Centerbase's request, Subscriber will undertake, at Subscriber's own cost, the defense of any claim, suit or proceeding brought by a third party with counsel reasonably acceptable to Centerbase.

Centerbase reserves the right to participate in the defense of the third party claim, suit, or proceeding, at Centerbase' expense, with counsel of Centerbase' choosing.

11.2. Centerbase shall defend, indemnify and hold Subscriber harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Subscriber by a third party:

(i) alleging that the Service, or use of the Service as contemplated hereunder, infringes a U.S. patent issued as of the date of final execution of this Agreement, or a trademark of a third party; provided, however, that Subscriber:

(a) promptly gives written notice of the Claim to Centerbase (provided, however, that the failure to so notify shall not relieve Centerbase of its indemnification obligations unless Centerbase can show that it was materially prejudiced by such delay and then only to the extent of such prejudice);

(b) gives Centerbase sole control of the defense and settlement of the Claim (provided that Centerbase may not settle any Claim unless it unconditionally releases Subscriber of all liability); and

(c) provides to Centerbase, at Centerbase' s cost, all reasonable assistance. Centerbase shall not be required to indemnify Subscriber in the event of: (x) modification of the Service by Subscriber in conflict with Subscriber's obligations or as a result of any prohibited activity as set forth herein to the extent that the infringement or misappropriation would not have occurred but for such modification; (y) use of the Service in combination with any other product or service not provided by Centerbase to the extent that the infringement or misappropriation would not have occurred but for such use; or (z) use of the Service in a manner not otherwise contemplated by this Agreement to the extent that the infringement or misappropriation would not have occurred but for such use.

12. Miscellaneous

12.1. Technical support and training are available to Authorized Users with active subscriptions, and is available by telephone and/or email according to the subscription plan you have purchased.

12.2. Subscriber acknowledges and agrees that Centerbase may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

12.3. Centerbase may provide the ability to integrate the Service with third party products and services that Subscriber may use at Subscriber's option and risk. Access to and use of any third-party products and services are subject to the separate terms and conditions required by the providers of the third-party products and services. Subscriber agrees that Centerbase has no liability arising from Subscriber's use of any integrations or arising from the third-party products and services. Centerbase can modify or cancel the integrations at any time without notice.

12.4. Subscriber acknowledges the risk that information and the Content stored and transmitted electronically through the Service may be intercepted by third parties. Subscriber agrees to accept that risk and will not hold Centerbase liable for any loss, damage, or injury resulting from the interception of information. The Content is stored securely. Only Centerbase, with strict business reasons, may access and transfer the Content and only to provide Subscriber with the Service. Centerbase will make reasonable efforts to provide notice to Subscriber prior to such access and transfer. Centerbase' actions will comply with its obligations under Sections 4 and 5 of this Agreement.

12.5. The failure of either Party to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

12.6. This Agreement constitutes the entire agreement between Authorized Users and Centerbase and governs Authorized Users use of the Service, superseding any prior agreements between Authorized Users and Centerbase (including, but not limited to, any prior versions of this Agreement).

12.7. Centerbase reserves the right to amend this Agreement. In the event of material changes to the Agreement, Centerbase will notify Subscribers, by email, or by other reasonable means of these changes prior to their enactment. Continued use of the Service by the Subscriber after reasonable notice will be considered acceptance of any new terms.

12.8. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect.

12.9. Mediation. In the event a dispute shall arise between the Parties out of or relating to this Agreement, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration & Mediation. The

parties agree to share equally in the costs of the mediation. The mediation shall be administered in Dallas County, Texas.

12.10. Governing Law and Venue. This Agreement and your relationship with Centerbase shall be governed exclusively by, and will be enforced, construed, and interpreted exclusively in accordance with, the laws applicable in the state of Texas, and shall be considered to have been made and accepted in Dallas, TX, without regard to its conflict of law provisions. All disputes under this Agreement will be resolved by the courts of Dallas, Texas.