

SPRAYHUB™ END USER LICENSE AGREEMENT

Last modified: February 9, 2022

Acceptance and Modification

1. **Acceptance.** Please carefully read the representations, warranties, conditions, covenants and agreements set forth below in this end user license agreement (the "**Agreement**") as they contain the legal terms that govern Your use of Tomecek Agronomy Services Inc.'s ("**TAG**", "**We**", "**Us**" or "**Our**") agricultural information service known as SprayHub. This Agreement is a binding contract between you ("**You**", "**Your**" or the "**User**") and TAG and it explains Your rights and obligations when You use SprayHub. In this Agreement "**SprayHub**" means the software application distributed by TAG **and hosted by AppSheet**, for use on Your Device (as defined below), as well as any future versions, improvements, developments, programming fixes, updates and upgrades thereof. "**Device**" means a mobile phone, smartphone, handset, tablet or other mobile device enabled for internet access and/or communication.
2. **IMPORTANT:** BY DOWNLOADING, ACCESSING OR USING SPRAYHUB, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.
3. **Modification.** TAG reserves the right to change the terms of this Agreement at any time by emailing a copy of the revised Agreement to you. Your express acceptance or Your continued use of SprayHub after receiving the revised Agreement shall constitute Your acceptance to be bound by the terms and conditions of the revised Agreement. You can find the latest version of this Agreement at www.tomecekag.ca

Privacy Policy

4. TAG's policies and procedures with respect to its collection, use and disclosure of Your personal information are governed by Our privacy policy (the "**Privacy Policy**") located at www.tomecekag.ca , which is incorporated into this Agreement by reference. The Privacy Policy provides Your rights and Our responsibilities with regard to Your personal information. We will not use Your information in any way inconsistent with the purposes and limitations provided in the Privacy Policy or as otherwise consented or agreed to by You.

License from TAG

5. Subject to the terms and conditions of this Agreement, TAG hereby grants You a limited, personal, non-exclusive, non-sublicensable, non-assignable license to download, install and use the SprayHub on Your Device in accordance with this Agreement.
6. Unless TAG has given You specific written permission to do so, You may not assign (or grant a sub-license of) Your rights to use SprayHub or otherwise transfer any part of Your rights to use SprayHub.

Your Account and Types of Users

7. During the registration and set-up for Your account to use SprayHub ("**Account**"), You will be required to provide Us with certain information about Yourself including, without limitation, Your email address and, depending on the Device that You use, Your telephone number. As part of the registration process for Your Account, You will choose a password (the "**Password**") for Your authorized access and use of SprayHub. Your Password are unique to You alone. Without them, no one can log-in to Your Account. You must carefully select Your Password so that it cannot be easily guessed by anyone else. You agree to keep Your Password absolutely confidential, and ensure it is never disclosed, accidentally or otherwise, to anyone else. You are fully responsible for all activities that occur under Your Account.

8. You represent and warrant to TAG that: (i) all required registration information You submit is truthful and accurate; (ii) that You will maintain the accuracy of such information; and (iii) Your use of SprayHub does not violate any applicable laws.
9. SprayHub Users may fall into one of the following categories: (i) farmers (a “**Grower**”), (ii) farm foremen (a “**Foreman**”), (iii) processors (a “**Processor**”), or (iv) agronomists (an “**Agronomist**”). Access to other Users’ Content (defined below) will vary depending on the relationships between the Users. See section 17 for more information regarding access rights.
10. You agree to maintain accurate information by providing updates to TAG, as needed. You agree that We may use and rely on any such information provided by You for all purposes in connection with Your use of SprayHub, subject to the Privacy Policy. If You provide any information that is inaccurate, not current, false, misleading or incomplete, or if We have reasonable grounds to suspect that such information is inaccurate, not current, false, misleading or incomplete, We have the absolute right, in Our sole discretion, to terminate or suspend Your access to SprayHub and to Your Account. You agree to immediately notify Us of any unauthorized use, or suspected unauthorized use, of Your Account or any other breach of security. TAG shall not be liable for any loss or damage arising from Your failure to comply with the above requirements.

Your Content

11. We require certain rights to the messages, information, data, text, images, graphics or other materials (collectively, “**Content**”) that You transmit, post, make available, submit or otherwise communicate to or through SprayHub (“**Your Content**”) (expressly excluding Your user data and personal information, which is collected in accordance with the Privacy Policy) in order to operate essential features of SprayHub. We do not claim any intellectual property rights in Your Content. As between TAG and You, You own, or have the rights to, Your Content at all times. Subject to section 17, by submitting, transmitting, making available or posting Your Content through SprayHub, You grant Us a world-wide, royalty free, perpetual, irrevocable and non-exclusive right and license to use, sublicense, reproduce, modify, adapt, publish, translate, distribute, perform and display Your Content worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the purposes of operating and providing SprayHub.
12. By transmitting, posting, making available, submitting or otherwise communicating Your Content to or through SprayHub, You represent and warrant to TAG that You own, have a license to or otherwise control all of the rights to Your Content, and that Our use of Your Content (in accordance with this Agreement) will not infringe or violate the rights of any third party including, but not limited to, any privacy or intellectual property rights, or constitute violation of any applicable law. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any of Your Content.
13. You acknowledge and agree that TAG does not have the technical ability or an obligation under this Agreement to correct any defects or errors in Your Content or delete any part of Your Content which is posted on or provided through SprayHub, regardless of whether You inform TAG of such defects or errors, request such deletion or TAG otherwise is, or becomes aware of, such defects or errors.
14. You agree that the completeness, correctness and accuracy of Your Content on SprayHub is Your sole responsibility and We do not make editorial determinations about the Your Content (excluding the manner of presentation) before it is posted on SprayHub.
15. You shall not have any right to terminate the licenses to Your Content granted in this Agreement, nor to seek, obtain, or enforce any injunctive or other equitable relief against TAG in connection with its use of Your Content in accordance with the this Agreement, all of which such rights are hereby expressly and irrevocably waived by You in favor of TAG.

16. WE ARE NOT OBLIGATED TO BACK-UP, AMEND, DELETE OR RECTIFY ANY OF YOUR CONTENT. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY AND COMPLETENESS OF YOUR CONTENT BEFORE IT IS TRANSMITTED, POSTED, MADE AVAILABLE, SUBMITTED OT OTHERWISE COMMUNICATED TO SPRAYHUB AND FOR CREATING BACK-UP COPIES OF YOUR CONTENT IF YOU DESIRE. WE SHALL NOT BE LIABLE FOR ANY ERRORS OR INACCURACIES IN YOUR CONTENT OR FOR THE FAILURE TO CORRECT SUCH ERRORS OR INACCURACIES OR DELETE YOUR CONTENT, EVEN IF YOU NOTIFY US OF SUCH ERROR OR INACCURACY IN YOUR CONTENT.

User Access to Other Users' Content

17. **Other Users' Access to Your Content:**

Subject to the following, none of Your Content may be accessed by any other User:

- (a) If You are a Grower, You agree that the Foremen, Processors and Agronomist or any other person which You nominated in writing when registering for Your Account shall have access rights to Your Content in the form of reports generated, updated and maintained by SprayHub.
- (b) If You are a Foreman, You agree that the Grower(s) who nominated You in writing when registering their accounts with SprayHub shall have access rights to Your Content in the form of reports generated and updated by SprayHub.
- (c) If You are an Agronomist, the Grower(s) who nominated You in writing when registering their accounts with SprayHub shall have access rights to Your Content in the form of reports generated and updated by SprayHub.
- (d) If You are a Processor, no other User will have access to Your Content.

18. **Content Accessible by You:**

Subject to the following, You may not access any other User's Content:

- (a) If You are a Grower, You will have access to **Content provided by the Foreman, which You nominated in writing when registering for your Account** in the form of reports generated, updated and maintained by SprayHub.
- (b) If You are a Foreman, You will have access to **Content provided by the Grower who nominated You in writing when registering his/her Account** in the form of reports generated, updated and maintained by SprayHub.
- (c) If You are a Processor, You will have access to **Content provided by all of the Growers who nominated You when registering their Accounts** in the form of reports generated, updated and maintained by SprayHub.
- (d) If You are an Agronomist, You will have access to **Content provided by all of the Growers who nominated You when registering their Accounts** in the form of reports generated, updated and maintained by SprayHub.

Conduct

19. SprayHub is a community oriented service. Please remember that any Content that You post, submit or otherwise communicate to or through SprayHub is Your own responsibility and We expect You to take utmost care to ensure that it remains respectful of others and is compliance with this Agreement. You may not use

SprayHub for any purpose that is unlawful or prohibited by this Agreement or that otherwise harms TAG, its affiliates, its service providers, licensors, suppliers or other Users.

20. You agree that You will not use SprayHub to post, transmit, make available, submit or otherwise communicate any Content that: (i) is harmful or obscene; (ii) is defamatory, slanderous, libelous, harassing or abusive; (iii) constitutes or promotes information that You know is false or misleading; or (iv) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of any person or entity.
21. You shall not, directly or indirectly, to do any of the following acts in connection with Your use of SprayHub: (i) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of SprayHub; (ii) modify, translate, or create derivative works based on SprayHub; (iii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit SprayHub or make SprayHub available to a third party other than as contemplated in this Agreement; (iv) use SprayHub for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) transfer, publish or disclose to third parties any evaluation of SprayHub without TAG's prior written consent; (vi) create any link to SprayHub or frame or mirror any content contained or accessible from SprayHub; or (vii) violate any local, state, federal or foreign law, treaty, regulation or convention applicable to You in connection with Your use of SprayHub, which may include, but not be limited to, *the Personal Information Protection and Electronic Documents Act (Canada)* and similar provincial legislation in Canada enacted from time to time, and other laws applicable to You related to privacy, publicity, data protection, electronic communications and anti-spamming laws.
22. TAG reserves the right to investigate and take appropriate action against anyone who, in TAG's sole discretion, violates Sections 19, 20 or 21. Any use or misuse of SprayHub in a manner that is disruptive, damaging, unlawful, offensive or intrusive as determined by TAG, in its sole discretion, shall be a breach of the terms of this Agreement, which shall result in TAG terminating this Agreement (and Your Account) in accordance with Section 29 below.
23. You acknowledge and additionally agree that, in accordance with the Privacy Policy, We reserve the right to disclose any information, including Your identity, as necessary to satisfy any legal, regulatory or other governmental request.

Intellectual Property Rights

24. Subject to section 11, all copyright rights in the text, images, photographs, graphics, user interface, and other content provided on SprayHub, and, notwithstanding section 11, the selection, coordination, and arrangement of such content, are owned by Tomecek Agronomy Services Inc. or its applicable third party licensors, to the full extent provided under applicable copyright laws.
25. All rights in the product names, company names, trade names, logos and designs of TAG or third party products or services that form part of SprayHub, whether or not appearing in large print or with the trademark symbol, belong exclusively to TAG or their respective owners, and are protected from reproduction, imitation, dilution or confusing or misleading uses under national and international trademark and copyright laws, as applicable. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited and nothing stated or implied on this Agreement confers on You any license or right under any patent, copyright or trademark of the TAG or any third party.

Third Party Content and Links

26. SprayHub may be supported by advertising revenue or government grants and assistance and may display advertisements and promotions provided by third party partners or providers. The manner, mode and extent of advertising on SprayHub are subject to change without specific notice to You. In consideration for TAG granting

You access to and use of SprayHub, You agree that TAG may place or allow the placement of such advertising and/or promotions on SprayHub.

Feedback/Suggestions

27. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about SprayHub (collectively, “**Submissions**”) provided by You to Us are solely Your Submissions and not that of a third party, are non-confidential to You and shall become the sole property of TAG. TAG shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to You. You hereby waive to and in favor of TAG Your moral rights in and to Submissions made by You.

Term and Termination

28. **Term.** SprayHub will be operational between May 1 and October 31 in each calendar year and licenses granted to Users will terminate on October 31 each year regardless of the date on which they were granted (the “**Term**”). The Term will commence, and You may begin using SprayHub, once You agree to this Agreement by downloading SprayHub to Your Device and pay the subscription fee for the relevant Term. This Agreement will remain in effect until 31 October in any given year or until terminated by You or Us in accordance with Section 29 below.
29. **Termination.** You may terminate this Agreement with immediate effect at any time. Without limiting other remedies, TAG may limit, suspend, or terminate this Agreement and Your use of SprayHub, prohibit access to SprayHub and delete Your User Account, with immediate effect, automatically if We think that You are in breach of this Agreement, creating problems, legal liabilities (actual or potential), infringing someone else’s intellectual property rights, engaging in fraudulent, immoral or illegal activities, or for other similar reasons. TAG shall effect such termination by providing notice to You to the email address You have provided to Us and/or by preventing Your access to Your User Account. We reserve the right to cancel User Accounts that have been inactive for more than one (1) year.
30. **Consequences of Termination.** Upon termination of this Agreement: (a) all licenses and rights to use SprayHub shall immediately terminate; (b) You will immediately cease any and all use of SprayHub; and (c) You will immediately remove SprayHub from Your Devices and all copies of SprayHub in Your possession or under Your control.

Indemnification

31. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD TAG HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS, INCLUDING REASONABLE LEGAL FEES INCURRED BY TAG, IN CONNECTION WITH OR ARISING OUT OF YOUR: (I) VIOLATION OR BREACH OF ANY TERM OF THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION, WHETHER OR NOT REFERENCED HEREIN; (II) VIOLATION OF ANY RIGHTS OF ANY THIRD-PARTY; (III) USE OR MISUSE OF SPRAYHUB; OR (IV) YOUR CONTENT.

Disclaimer of Warranties and Limitation of Liability

32. **No Warranties:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPRAYHUB IS PROVIDED “AS IS” WITH NO WARRANTIES OR CONDITIONS WHATSOEVER; TAG DOES NOT, MAKE ANY WARRANTIES, CLAIMS, CONDITIONS OR REPRESENTATIONS WITH RESPECT TO SPRAYHUB, WHETHER EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. TAG FURTHER DOES NOT REPRESENT OR WARRANT THAT SPRAYHUB WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE,

ACCURATE, COMPLETE AND ERROR-FREE, NOR DOES TAG WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY OF COMMUNICATIONS MADE THROUGH SPRAYHUB.

33. **Data and Access Disclaimer:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, THE FAILURE TO STORE, THE MISDELIVERY, OR THE UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL INCLUDING, WITHOUT LIMITATION, ANY OF YOUR CONTENT. WE DISCLAIM ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY CONTENT THROUGH SPRAYHUB. BY USING SPRAYHUB, YOU ACKNOWLEDGE AND AGREE THAT TRANSMISSION OF INFORMATION USING SPRAYHUB MAY INVOLVE TRANSMISSIONS OVER VARIOUS NETWORKS AND CHANGES TO CONFORM AND ADAPT TO TECHNICAL REQUIREMENTS OF CONNECTING NETWORKS OR DEVICES. TAG IS, AND SHALL, NOT BE RESPONSIBLE OR LIABLE FOR ANY: (A) INCORRECT OR INACCURATE TRANSCRIPTION OF INFORMATION; (B) HUMAN ERROR OR PRINTING ERROR; (C) INTERRUPTION, DELETION, OMISSION, DEFECT, OR LINE FAILURE OF ANY TELEPHONE NETWORK OR ELECTRONIC TRANSMISSION; (D) PROBLEMS RELATING TO YOUR DEVICE OR ANY OTHER COMPUTER EQUIPMENT, SOFTWARE, INABILITY TO ACCESS SPRAYHUB; OR (E) OTHER TECHNICAL OR NON-TECHNICAL ERROR OR MALFUNCTION.
34. **Specific Disclaimers:**
- (a) YOU ACKNOWLEDGE AND AGREE THAT: (I) SPRAYHUB CANNOT TRANSMIT COMMUNICATIONS OR OTHER ELECTRONIC REQUESTS TO DEVICES THAT ARE UNREACHABLE (I.E. OUT OF CELLULAR COVERAGE, POWERED OFF, ETC.); AND (II) THAT SPRAYHUB IS NOT A SERVICE TO BE RELIED UPON AS THE SOLE MEANS OF RECEIVING CRITICAL INFORMATION.
 - (b) IN NO EVENT SHALL TAG'S PARTNERS (INCLUDING, WITHOUT LIMITATION, LICENSORS OR DISTRIBUTORS) OR ANY AIRTIME SERVICE PROVIDER (COLLECTIVELY, "**APP PROVIDERS**") BE LIABLE FOR YOUR USE OF SPRAYHUB OR THE PERFORMANCE OR NON-PERFORMANCE OF SPRAYHUB. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, THE APP PROVIDERS SHALL BE THIRD PARTY BENEFICIARIES TO THIS SECTION 34(b).
35. **No Liability:** YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TAG, ITS SUPPLIERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR APP PROVIDERS WILL HAVE NO LIABILITY IN CONNECTION WITH OR ARISING FROM YOUR USE OF SPRAYHUB, AS SET FORTH BELOW. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH SPRAYHUB IS TO IMMEDIATELY UNINSTALL AND CEASE USE OF SPRAYHUB.
36. **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TAG, ITS SUPPLIERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR APP PROVIDERS BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR:
- (a) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF OR CORRUPTION TO DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE SPRAYHUB;
 - (b) ANY LOSS OF INCOME, BUSINESS OR PROFITS (WHETHER DIRECT OR INDIRECT) ARISING OUT OF THE USE OR INABILITY TO USE SPRAYHUB; OR
 - (c) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF: (I) ANY DISRUPTIONS OR DELAYS IN ANY COMMUNICATION WHEN USING SPRAYHUB; (II) THE SUSPENSION OR TERMINATION OF THIS AGREEMENT BY YOU OR BY TAG FOR ANY REASON; OR (III) THE RELEASE OR THE DECISION NOT TO RELEASE NEW VERSIONS OF SPRAYHUB TO YOU.

37. THE LIMITATIONS ON TAG'S LIABILITY TO YOU IN PARAGRAPH 36 ABOVE SHALL APPLY WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.
38. NOTWITHSTANDING ANYTHING CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL TAG'S MAXIMUM AGGREGATE LIABILITY TO YOU EXCEED THE AMOUNT OF ONE-HUNDRED DOLLARS (\$100.00) CANADIAN. THE LIMITATIONS OF THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM.
39. **Jurisdiction's Limitations** As some jurisdictions do not allow some of the exclusions or limitations as set forth above, some of these exclusions or limitations may not apply to You. In such event the liability will be limited to the maximum extent possible within the applicable legislation.

Additional Terms.

40. **App Merchants:** You acknowledge and agree that the availability of SprayHub is dependent on the third party from which You downloaded or received SprayHub (the "**App Merchant**"). You acknowledge that this Agreement is between You and TAG and not with the App Merchant. TAG, not the App Merchant, is solely responsible for SprayHub, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto. You agree to comply with, and Your license to use SprayHub is conditioned upon Your compliance with, all applicable third party terms of agreement when using SprayHub. You acknowledge that to the maximum extent permissible by law, the App Merchant (and its subsidiaries) are third party beneficiaries of this Agreement and will have the right to enforce this Agreement.
41. **Data Charges:** You acknowledge and agree that the use of SprayHub uses network services and may incur additional network data charges (including additional charges when roaming).
42. **No Substitute for Filings etc.** You acknowledge and agree that Your use of SprayHub does not relieve You of any obligation which You may have, to comply with federal and provincial legislation which is applicable to Your industry and Your workplace or Your responsibilities under any applicable law. The use of SprayHub is not a substitute for any of the legal obligations which You may have.

Miscellaneous

43. **Entire Agreement:** This Agreement, together with the Privacy Policy, constitute the entire agreement between You and TAG with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter. Nothing in this clause shall exclude or restrict the liability of either You or TAG arising out of fraud or fraudulent misrepresentation.
44. **Survival:** Any terms and conditions of this Agreement which by their nature extend beyond the termination or expiry of this Agreement shall survive the termination or expiry of this Agreement including, without limitation, Sections 8 - 16, 24 - 27, 30 - 43, 45 - 51 shall survive any termination of this Agreement.
45. **Governing Law:** This Agreement is governed, construed and interpreted by the law of the Province Ontario and the federal laws of Canada applicable in that Province without regards to conflict of laws principles. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Ontario, Canada and the venue of the courts of Ontario sitting in the Municipality of Chatham-Kent, Ontario, Canada in respect of any disputes relating to or arising out of this Agreement. The parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.
46. **Language.** The Parties have expressly required that this Agreement, any communication and all other contracts, documents and notices relating to this Agreement be drafted in the English language. *Les parties ont*

expressément exigé que la présente convention, la communication et tous les autres contrats, documents et avis qui y sont afférents soient rédigés dans la langue anglaise.

47. **Severability:** If any of the provisions (or parts thereof) contained in this Agreement are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) of this Agreement.
48. **Headings:** The use headings are for convenience only and are not part of this Agreement.
49. **Relationship:** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the parties; no party is by virtue of this Agreement authorized as an agent, employee or agent representative of the other party.
50. **Waiver:** Any waiver of any right or remedy under this Agreement must be in writing and signed by each party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a waiver of any right or remedy on any future occasion.
51. **Assignment:** You may not assign any rights or obligations under the Agreement and any purported assignment shall be ineffective. TAG may assign or delegate all rights and obligations under this Agreement without notice to You.

Should You have any questions concerning this Agreement, contact the TAG at:

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