

END USER LICENSE AGREEMENT

Between CenterPoint Solutions,
LLC ("CenterPoint")

And

End User

This End User License Agreement ("**Agreement**") is a binding agreement between the end user ("**you**", "**your**" or "**End User**") of the software application and website (as defined herein) and CenterPoint Solutions, LLC ("**CenterPoint**"). This Agreement governs your use of the CenterPoint Web Application and CenterPoint Mobile Application, including the Hosted Software (both as defined herein) and all related End User Data and other documentation. The CenterPoint Web Application and CenterPoint Mobile Application is licensed, not sold, to you.

BY DOWNLOADING/INSTALLING OR USING THE APPLICATION, YOU

(A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT;
(B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND

(C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT UTILIZE THE WEB APPLICATION AND DO NOT DOWNLOAD OR UTILIZE ANY RELATED CONTENT OR MOBILE APPLICATION.

1. Definitions

"**CenterPoint Web Application**" means the web access point to the CenterPoint system via the CenterPoint designated URL or other web access point. Such access is typically achieved via a web browser on a web-enabled desktop computer.

"**CenterPoint Mobile Application**" means the downloadable mobile device application offered by CenterPoint through which your CenterPoint account is accessed. Typically, these would be available for download via the App Store (Apple) or the Google Play (Android).

"CenterPoint Access Points" means the CenterPoint Web Application and CenterPoint Mobile Application collectively, or any additional means by which the CenterPoint Services are accessible.

"CenterPoint Administrator" means an administrator of the CenterPoint Web Application or CenterPoint Mobile Application employed by CenterPoint. Typical uses include assisting new and existing users in utilizing the CenterPoint Services.

"Bank User" means a user employed by a financial institution utilizing the CenterPoint Services for administration of active commercial or residential construction draw disbursement practices. Typical use includes creating new properties for inspection, requesting inspections, and downloading completed inspection results.

"Third-Party Inspector User" means a user employed by an independent inspection company scheduling and performing site visits, taking photographs, and entering inspection results into the CenterPoint Web Application or CenterPoint Mobile Application. A Third-Party Inspector User is completing the inspection work via a separate agreement between the Third-Party Inspector User and the Bank User.

"End User" means a person using the CenterPoint Web Application or Centerpoint Mobile Application for the Services provided. End Users include CenterPoint Administrator, Bank User or Third-Party Inspector User.

"End User Data" means data entered or uploaded to the Hosted Software via the CenterPoint Web Application or Mobile Application.

"Deidentified End User Data" means data that has been processed to remove, hide, encrypt, anonymize or aggregate identifying information such that one could not, using reasonable efforts, link such information back to you, a specific project, or a specific developer or borrower.

"Hosted Software" means the online software, platform and websites which you can access via the CenterPoint Web Application or Mobile Application that are hosted and maintained by CenterPoint or a CenterPoint web hosting vendor.

"Mobile Device" means a smartphone, tablet, or other mobile computing device on which the Mobile Application is installable or installed or the Web Application is accessible via an internet connection.

"Services" means a web-based software platform which allows the creation, inspection, reporting, draw calculation, note taking, GPS coordinate tracking, and photograph reporting and inspection process to be completed by managed and requested by a Bank User and inspected by a Third-Party Inspector User.

"CenterPoint Data" means all information, including, but not limited to, data, analyses, measurements, reports, trends, and metrics, generated from, derived from, based on or related to End User Data.

"Website" means the CenterPoint website through which the CenterPoint Web Application is accessed.

2. License Grant

CenterPoint, through the CenterPoint Access Points, provides the Services to Bank Users and Third-Party Inspector users. Subject to your compliance with the terms of this Agreement, CenterPoint grants you a personal, limited, terminable, non-exclusive, non-transferable license to:

- (a) download, install, and/or use the CenterPoint Web Application and CenterPoint Mobile Application for your commercial use strictly in accordance with this Agreement for the Services defined herein.

3. License Restrictions

- (a) You shall not:
 - (i) copy the CenterPoint Access Points or Hosted Software;
 - (ii) modify, translate, adapt or otherwise create derivative works or improvements, of the CenterPoint Access Points or Hosted Software;
 - (iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the CenterPoint Access Points, the Hosted Software or any part thereof;
 - (iv) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the CenterPoint Access Points;
 - (v) rent, lease, lend, sell, sublicense, assign, distribute, publish, publicly perform or display, transfer or otherwise make available the CenterPoint Access Points or Hosted Software or any features or functionality of the CenterPoint Access Points or Hosted Software, to any third party for any reason,
 - (vi) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the CenterPoint Access Points or Hosted Software; or,
 - (vii) upload or introduce any virus or malware to the CenterPoint Access Points or Hosted Software.
- (b) You are responsible for keeping your account login credentials (user name and password) confidential and not sharing them with unauthorized users. If you disclose your login credentials to someone, you are responsible for any use, disclosure, additions, deletions and modifications of your End User Data.

4. Reservation of Rights

You acknowledge and agree that the Services are provided under license, and not sold, to you. You do not acquire any ownership interest in the CenterPoint Access Points or Hosted Software under this Agreement or any other rights thereto other than to use the Hosted Software in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. CenterPoint and its licensors and service providers reserve and shall retain each of their entire right, title and interest in and to the CenterPoint Access Points or Hosted Software. All rights not specifically granted in this Agreement are

reserved by CenterPoint. CenterPoint shall own all rights in any functionality, features, modification or customization of the CenterPoint Access Points or Hosted Software.

5. Collection and Use of Your Information

You acknowledge that when you download, install or use the CenterPoint Access Points, CenterPoint may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the CenterPoint Access Points.

You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the CenterPoint Access Points or Hosted Software. All information CenterPoint collects through or in connection with your use of the CenterPoint Access Points is subject to CenterPoint's privacy policy, which is located on CenterPoint's website at www.constructiondraw.com/privacy-policy and which may be updated from time to time without notice ("**Privacy Policy**"). By downloading, installing, using, and providing information to or through the CenterPoint Access Points, you consent to all use and actions taken by us with respect to your information pursuant to the Privacy Policy. You also consent to any transfer, sale, assignment, conveyance or license by CenterPoint of your End User Data, subject to the Privacy Policy terms and conditions.

6. Ownership, Use, and Storage of Data

All ownership rights in and to the CenterPoint Access Points or Hosted Software shall remain exclusively with CenterPoint and its licensors, as applicable. Access to the Services is provided to you only to allow you to exercise your rights under this Agreement, and no implied license or right not expressly set forth in this Agreement is granted to you.

- (a) End User Data. During use of the CenterPoint Access Points, CenterPoint may collect and maintain End User Data provided by you. You shall own all End User Data. CenterPoint shall maintain all personal identifiable aspects of all End User Data as confidential pursuant to the Privacy Policy. All third parties authorized by CenterPoint which may have access to the End User Data shall be under obligations of confidentiality to maintain the End User Data as confidential pursuant to the Privacy Policy. You agree to and do hereby grant to CenterPoint the irrevocable, perpetual, transferrable right to use, disclose, commercialize, assign, convey, sell, lease, license or transfer any Deidentified End User Data. All use of End User Data is subject to the Privacy Policy.
- (b) CenterPoint Data. All CenterPoint Data is the sole property of CenterPoint. CenterPoint has the right to use, collect, store, create, aggregate, mine, analyze, modify, commercialize, assign, convey, sell, lease, license or transfer CenterPoint Data in any form, for any purpose and in any manner. Any CenterPoint Data provided to you shall be subject to limitations and restrictions imposed by CenterPoint's Privacy Policy and other commercial agreements to which CenterPoint may be a party.
- (c) Storage of End User Data and CenterPoint Data. All End User Data and CenterPoint Data will be stored on servers located within the United States which are owned by CenterPoint or CenterPoint web-hosting vendors. Industry standard

security measures will be in place to assure safety of stored data. CenterPoint will from time to time need to remove inactive or unused End User Data from the server(s) and will notify Bank Users prior to such End User Data no longer being made available for use. Bank Users will be provided with 30 days from the date of notification to download End User Data that is to be removed. Once data has been removed, it will be destroyed via industry accepted practices and will no longer be made available within the CenterPoint Access Points.

7. Geographic Restrictions

The CenterPoint Access Points or Hosted Software are provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the CenterPoint Access Points or Hosted Software outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the CenterPoint Access Points or Hosted Software from outside the United States, you are responsible for compliance with local laws.

8. Updates

CenterPoint may from time to time in its sole discretion develop and provide CenterPoint Access Points or Hosted Software updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that CenterPoint has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the Internet either:

- (a) the CenterPoint Mobile Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

In order to be able to fully utilize the CenterPoint Mobile Application, you must promptly download and install all Updates. You acknowledge that the CenterPoint Mobile Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the CenterPoint Mobile Application and be subject to all terms and conditions of this Agreement.

9. Third Party Materials

The CenterPoint Access Points may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third Party Materials**"). You acknowledge and agree that CenterPoint is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. CenterPoint does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third Party Materials and links thereto are provided

solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

10. Relationship of End Users and CenterPoint

Centerpoint provides Services to the Users via the CenterPoint Access Points under the terms and conditions of this agreement and the Privacy Policy. Bank Users (or related bank entities) may form agreements with Third-Party Inspector Users (or related inspection company entities) for completion of the inspection process. CenterPoint does not warrant the accuracy or timely input/delivery of any End User Data and is simply a web-based method of displaying End User Data to multiple End Users. The user that adds End User Data via the Centerpoint Access Points is responsible for the accuracy, appropriateness, and timeliness of the data entered.

Furthermore, CenterPoint does not require use of certain Third-Party Inspectors for Services to be performed. Bank Users can specify their own Third-Party Inspector User entities or individuals, who can become Third Party Inspectors within the CenterPoint system, provided they also agree to the End User License Agreement terms and conditions.

CenterPoint may provide information on existing Bank Users or Third-Party Inspector Users to other Bank Users or Third-Party Inspector Users as assistance in locating certain bank or inspection companies that service a certain area. Users must qualify and approve any other Users prior to any business being conducted between the parties. CenterPoint does not endorse or recommend certain vendors or banks to system users.

11. Term and Termination

- (a) The term of Agreement commences when you login to the CenterPoint Web Application and/or download/install the CenterPoint Mobile Application or acknowledge your acceptance and will continue in effect until terminated by you or CenterPoint as set forth in herein.
- (b) You may terminate this Agreement by notifying CenterPoint in writing and deleting the CenterPoint Mobile Application from your Mobile Device.
- (c) CenterPoint may terminate this Agreement within 90-days written notice if it ceases to support the CenterPoint Access Points or Hosted Software, which CenterPoint may do in its sole discretion. In addition, CenterPoint may immediately terminate this Agreement with or without any notice if you violate any of the terms and conditions of this Agreement. Also, CenterPoint may terminate or temporarily suspend access to the CenterPoint Access Points if you (or your affiliated entity) becomes past due in payment of fees related to use of the CenterPoint system (if applicable).
- (d) Upon termination:
 - (i) all rights granted to you under this Agreement will also terminate;
 - (ii) you must cease all use of the CenterPoint Access Points and delete all copies of the CenterPoint Mobile Application from your Mobile Device; and

- (iii) your access to CenterPoint's Hosted Software and your account will be terminated.
- (e) Termination will not limit any of CenterPoint's rights or remedies at law or in equity.

12. Disclaimer of Warranties

- (a) THE APPLICATION IS PROVIDED TO YOU "AS IS, AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CENTERPOINT, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, CENTERPOINT PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
- (b) WITHOUT LIMITING THE FOREGOING, NEITHER CENTERPOINT NOR ANY CENTERPOINT PROVIDER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OR AVAILABILITY OF THE CENTERPOINT APPLICATION, OR THE INFORMATION, CONTENT, THE CENTERPOINT SOFTWARE, AND MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT THE CENTERPOINT APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE CENTERPOINT APPLICATION; OR (IV) THAT THE CENTERPOINT APPLICATION, ITS SERVERS, THE CONTENT, OR E-MAILS SENT FROM OR ON BEHALF OF CENTERPOINT ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIMEBOMBS OR OTHER HARMFUL COMPONENTS.
- (c) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.
- (d) You agree that CenterPoint assumes no responsibility for any content you submit, upload, create or make available through the CenterPoint Access Points.
- (e) CenterPoint is not liable for the acts or omissions of Bank Users, Third-Party Inspector Users, or CenterPoint's contractors, vendors, or service providers.

As CenterPoint does not produce or furnish the End User Data contained within the CenterPoint Access Points, it makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness, or completeness of that information and assumes no responsibility for any errors or omissions in that information.

USER ACCESSES THIS SITE AT HIS OR HER OWN RISK. THE SITE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING, TRADE OR PERFORMANCE, ARE SPECIFICALLY DISCLAIMED. NEITHER CENTERPOINT NOR ITS AFFILIATES, EMPLOYEES, AGENTS, OR THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON THIS SITE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY, OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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THE PROVISIONS IN THIS PARAGRAPH 12 ARE APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF CENTERPOINT, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO, OR USE OF, USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. USER AGREES THAT CENTERPOINT IS NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THIS SITE.

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USER AGREES NOT TO SEEK TO HOLD CENTERPOINT OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, OR ASSIGNS LIABLE FOR ANY DAMAGE TO EQUIPMENT, HARDWARE, OR OTHER PROPERTY OF USER OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE SITE.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CENTERPOINT OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

- (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OR CORRUPTION DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES;
- (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE GREATER OF (i) THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION AND (ii) ONE HUNDRED DOLLARS (U.S.). THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR CENTERPOINT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

CENTERPOINT DOES NOT GUARANTEE THE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE CENTERPOINT ACCESS POINTS, CENTERPOINT SERVICES, OR ANY RELATED SERVICES. THE OPERATION OF THE CENTERPOINT ACCESS POINTS MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE THE CONTROL OF CENTERPOINT.

UNDER NO CIRCUMSTANCES SHALL CENTERPOINT BE LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE CENTERPOINT APPLICATION, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM THE CENTERPOINT APPLICATION OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO CENTERPOINT RECORDS, PROGRAMS, OR SERVICES. USER HEREBY ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, DATA, AND INFORMATION SUBMITTED THROUGH THE CENTERPOINT ACCESS POINTS AND YOU TO THE CENTERPOINT SERVICES.

14. Indemnification

You agree to indemnify, defend and hold harmless CenterPoint and its officers, directors, employees, agents, affiliates, service providers, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the CenterPoint Access Points or your breach of this Agreement.

Furthermore You agree to indemnify, defend and hold harmless CenterPoint and its officers, directors, employees, agents, affiliates, service providers, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your reliance on the accuracy of End User Data input by Bank Users or Third-Party Inspector Users. CenterPoint does not guarantee the accuracy of End User Data.

15. Governing Law

This Agreement is governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Georgia in each case located in Dekalb County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

16. Limitation of Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

17. Entire Agreement

This Agreement constitutes the entire agreement between you and CenterPoint with respect to the CenterPoint Access Points and the use of the Hosted Software and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect thereto. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.