

UV Backups

Terms And Conditions Of Service

This Agreement (the "Agreement") sets forth the terms and conditions of the services that UV Backups, LLC, a Michigan limited liability company ("UV Backups" or "we" or "us" or "our") offers or provides to you ("you" or "your"), whether you are an individual or a legal entity.

We and you are sometimes referred to separately as a "party" and together as "parties." The words "include" and "including" are not exclusive unless modified by "only" or other words of limitation. Section numbers are references to sections of this Agreement.

This Agreement applies to all services that we provide ("Services"), regardless of whether the Service is specified in the Service Agreement, and including any software that we provide in connection with any Service ("Software"). If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind the entity to these terms and conditions. By registering for or using any of our Services, you agree to be bound by this Agreement, without limitation or qualification, unless we agree otherwise in writing.

1. Services

1.1 Description of Services. The Services that may be available to you are posted at www.uvbackups.com or will be provided upon request, and are subject to change from time to time in our reasonable discretion. The Services specifically set out in the Service Agreement executed by you are the Services that we are agreeing to provide to you.

1.2 Trial Services. At our sole discretion, we may temporarily provide you with one or more of the Services on a trial basis ("Trial Services") for a period of up to 30 days ("Trial Period") with no financial obligation or condition attached. All Trial Services are subject to this Agreement unless otherwise indicated. We reserve the right, in our sole discretion, to limit storage, bandwidth, accounts and users of the Trial Services. When the Trial Period ends, all Trial Services will be deemed to be accepted as ongoing Services and automatically converted into Services subject to billing and payment according to the Service Agreement, unless you instruct us by written notification within the Trial Period to cancel and disable one or more of the Services. Trial Services converted into ongoing Services will be billed commencing on the day immediately following the last day in the Trial Services period (the "Start Date"). Regardless of section 13, we reserves the right, at its sole discretion, to cancel any of the Trial Services at any time.

1.3 Service Availability. We will use commercially reasonable efforts to make the Services available to you at all times, excluding scheduled down time (down time resulting from normal scheduled maintenance, major upgrades or critical fixes, which will be scheduled outside normal business hours, to the extent possible). We reserve the right to immediately implement critical security patches, critical fixes, and software/hardware modifications/updates that repair or prevent a Service-impacting situation.

2. Support.

2.1 Hours of Operation. Normal Business Hours are 8:00 am to 5:00 pm (ET), Monday to Friday. We will monitor our systems 24/7. We will provide 24/7 technical support for urgent networking-related issues.

2.1.1 Technical Support. We will provide reasonable amounts of direct consultation via email and telephone at no charge to your Administrative User to assist in troubleshooting and resolving installation and operational issues. You may open a

support ticket by visiting <http://support.uvbackups.com> or e-mailing support@uvbackups.com. In the event of an after-hours emergency, contact us via support ticket or e-mail and also call our after-hours emergency number at 877-821-8300.

2.1.2 Additional Support Services. We will provide direct email and telephone support to all other users either on demand at an hourly rate, or as a company-wide support package, as may be agreed to by you. Information regarding the support that may be available to you will be provided upon request, and is subject to change from time to time.

2.2 Control and Operation. We will have control over the provisioning, maintenance and support of the Services and will determine the manner, methods, techniques and procedures that we use in providing the Services. You acknowledge that we cannot guarantee the successful operation of the Services where the Services may be affected by other systems that are not maintained or controlled by us.

2.3 Intellectual Property Rights. You acknowledge that we or third parties own all right, title and interest in and to the Software and Services, portions thereof, or software or content provided through or in conjunction with the Software or Services, including all intellectual property rights. Except for the license granted in this Agreement, all rights in and to the Software and Services are reserved, and no implied licenses are granted by us.

2.4 Access. You, to the extent of your control, are responsible and liable for any and all access to and use of the Services by you or any authorized user. Accordingly, you must determine, through your Administrative User, the appropriate access rights in connection with the Services, your accounts and users.

3. User Accounts & Passwords

3.1 User Accounts and Passwords. We are not responsible for maintaining passwords of your users. Your Administrative User has full privileges to directly manage your users. Accordingly, our policy is not to provide passwords of the users to a user, unless you have previously authorized us in writing detailing and directing the terms under which we are able to provide accounts and passwords to users. We are entitled to rely on a person requesting the account or password from us if such person correctly communicates the information set forth pursuant to the above-referenced written instruction, which information falls under the terms of such prior authorization ("Reliable Request") by you without incurring any liability for such reliance on such prior authorization. You are solely responsible for: (a) maintaining the confidentiality and security of your access information, such as accounts and passwords and other account identifiers which you choose or are assigned; and (b) all activities that occur under such passwords and accounts in connection with the Services. You also acknowledge that we may not be able to provide a password or encryption key if your security systems limit our access to this information. Each party will take every reasonable precaution to ensure that the passwords in their respective access and control are never disclosed, accidentally or otherwise.

3.2 No Bailment. No bailment, leasehold, or similar obligation is created between you (and/or your designated users) and us with respect to Customer Data. You are solely responsible for maintaining the confidentiality of your passwords, including restricting the use of the password by your designated users. You solely responsible for all use of the Services accessed through your passwords. **We have no responsibility or obligation to you, your designated users, or other users of the Services to monitor, supervise or oversee the contents of files stored on our systems. We are not responsible for providing you with passwords in the event of a forgotten password. Without the correct password, your Customer Data will remain encrypted and inaccessible, and**

you release us, and agree to hold us harmless, from any claim relating to such loss.

4. Customer Instructions

4.1 Administrative User. You will identify an administrative user (the "Administrative User") to have principal responsibility for all customer instructions, and you authorize us to accept all directions provided pursuant to a customer instruction received from the Administrative User. You acknowledge that all customer instructions are final until withdrawn, that we are entitled to rely on customer instructions until and unless withdrawn, and that any withdrawal must be communicated using reasonable means and provide a reasonable time period before the withdrawal takes effect.

4.2 Decline to Act. We may, in our sole discretion, decline to act on a customer instruction until we are able, through whatever means, to verify the instruction.

5. Customer Data & Archive Services. This section 5 applies to customers using our Email Archiving Services.

5.1 Ownership of Customer Data. We acknowledge that all customer data that we receive from you ("Customer Data") is proprietary to and exclusively owned by you. Nothing in this Agreement grants us any right, title or interest in or to any Customer Data. If a copy of Customer Data is written to dedicated WORM (Write Once, Read Many) media, the dedicated WORM drive(s) are deemed to be your sole property, and we will deliver them to you upon written request from you, within a reasonable time, at no extra fee, other than the cost of delivery.

5.2 Production & Delivery of Customer Data. You will have real-time online access via any secure web browser to all Customer Data for the full Services Period (including all employees if enabled) set forth in the Service Agreement. You may also request a partial or full copy of the Customer Data stored on our systems, for a reasonable fee determined by use based on the format requested (and agreed upon by us in consultation with you) and the amount of data to be produced and delivered.

5.3 Archive Data Capture. You acknowledge that Email Archiving is a server-based system engineered to capture and archive your incoming, internal, outgoing electronic communications. It is your sole responsibility to ensure that all electronic records required to be archived are properly forwarded to the Email Archiving system. You must notify us of all email domains and other types of electronic communications required by you to be archived. We are not liable to you for any records that are not technically able to be captured by the Email Archiving system for reasons beyond our control.

5.4 Control of Customer Data. You understand and acknowledge that Customer Data being stored in our systems is managed and controlled via the actions of you and your users. Although we are committed to making every commercially reasonable effort to ensure a high level of data security and redundancy, you acknowledge that neither this Agreement, nor the use of our Services will relieve you of any responsibilities or liabilities associated with the Customer Data stored on our systems and that duplicate copies of your Customer Data should also be maintained by you.

5.5 Compliance with Regulation. To the extent applicable to Customer Data which is within our control, you understand and acknowledge that any related compliance requirements that you may need to satisfy require the proper, authorized and timely use of our Services by you.

5.6 Monitoring. You understand and acknowledge that you are solely responsible for monitoring the delivery of messages to the Email Archiving system and should notify us of any delivery failures or outages.

6. Security

6.1 Security Procedures. We will maintain safety, electronic and physical security procedures, and shall cause interfaces between any servers used in providing the Services and the Internet to include firewalls or other online security infrastructure, in order to reasonably guard against accidental, unauthorized or unlawful access, destruction, use, alteration, modification, disclosure or loss of Customer Data. These procedures will comply with generally recognized and accepted industry standards.

6.2 Security Breaches. Regardless of other provisions of this Agreement, we have the right, in the event of a reasonable detection or perceived detection of suspicious activity or other security issues whatsoever, including disaster that impacts Internet security infrastructure or transmissions in a manner which may cause undue risk to us, you, or Customer Data, to temporarily suspend access to any of the Services by you. During any such suspension, we will use commercially reasonable efforts to ensure the integrity of Customer Data. Any such suspension will only be in effect during and no longer than a period equal to the time necessary to eliminate risk to us and Customer Data.

7. Confidentiality & Non-Disclosure

7.1 Confidential Information. The parties will not use any Confidential Information (which term shall include, in the case of Customer's Confidential Information, Customer Data as well as the terms of this Agreement) obtained from the other party for its own benefit or for any purpose other than as intended by the parties under this Agreement. Neither party will use the Services or any Confidential Information of the other party to compete with the other in its business, nor provide such Confidential Information to others who may compete with the other party in its business.

7.2 Disclosure. Neither party will disclose Confidential Information to any other entity or person unless such disclosure is required or authorized by law, or with the prior written consent of the other party. In the event that a party is legally compelled, through whatever means, to provide access to the Confidential Information, then the disclosing party must provide the other party with written notification of such an event as soon as reasonably practical so as to afford the other party an opportunity to limit or prevent such disclosure.

7.3 Privacy of Information. For information on how user information is collected, used and disclosed by us, please click on the link to our Privacy Policy (defined below). Notwithstanding such policy, by accepting this Agreement, you are deemed to have consented to our use and disclosure of your information for purposes relating to the Services, including our marketing and promotion initiatives.

7.4 Marketing. You grant us the right to refer to you, directly and indirectly, in marketing materials, case studies and on our website to indicate that you use the Services and for general information and marketing purposes regarding our customer base. We may issue a press release upon the acceptance of this Agreement and the Service Agreement announcing the engagement by you of the Services. Any press release shall be subject to the written approval of both parties and such approval shall not be unreasonably withheld.

8. Fees and Payments

8.1 Fees. You will pay a fee for the Services as set out in the Service Agreement provided to you, unless otherwise mutually agreed by the parties in writing. The fee for the Services you select is fixed for the Initial Term (defined below). Service renewals will be priced using the Service fees in effect as of the date of renewal. Continued use of the Services by you for 15 days past the end of the Initial Term constitutes acceptance of the modified prices for the Services for the next renewal term.

8.2 Service Agreement. A Service Agreement will be provided to you for execution before the Trial Period ends. The Service Agreement is not binding on either party until you execute the Service Agreement and deliver it to us, unless you continue to use the Services without providing written notice to the contrary beyond the end of the Trial Period. If you continue to use the Services beyond the end of the Trial Period, the terms of the most recent Service Agreement provided to you will be deemed to have been accepted. Our customer quotes are not binding on us, except as set forth in the Service Agreement.

8.3 Billing. All invoices to you for payment of the fees will be billed by invoice based on the Service Agreement prices and collected by us or one of our affiliates. Commencing on the first day following the end of the Trial Period, undisputed fees are payable annually in advance, unless we agree in writing to a monthly, quarterly or semi-annual billing term, as applicable (the "Billing Cycle") for the Services Period set forth in the Service Agreement. You must pay the Fees for the one-time setup of the Services, and any applicable compliance filing fees, before the Start Date for the Services Period (upon completion of the Trial Services). Monthly Billing Cycles will be billed as of the last day of the month. Any additional or modified Services requested by you after the initial Start Date of the Services Period will be reflected in the current month's Billing Cycle or otherwise billed at the time of order.

8.4 Additional Charges. You acknowledge that additional charges or deductions may be included, if and when the Services, the number of accounts, support, storage, bandwidth or other demands increase or decrease the figures set forth in the Service Agreement. Any additional charge or deduction will be reflected in the current month's Billing Cycle or billed at the end of the month, as applicable.

8.5 Overages. You acknowledge that additional charges for the cost of storage or bandwidth usage exceeding the agreed upon limits in the Service Agreement will be reviewed and billed, with reasonable accompanying detail, to you at the end of the current Billing Cycle.

8.6 Dispute, Discrepancy and Refund. The fees billed on any invoice will be deemed to be correct if not disputed by you within 30 days of the invoice date. You must notify us of any fee discrepancy. The parties will work together in good faith to resolve such discrepancy to the satisfaction of both parties. Credit balances will be applied against future fees, or, if equal to or greater than \$25.00, and if requested by you, will be refunded.

8.7 Payment Method. You will pay all fees by pre-authorized credit card or by check, unless an alternative payment method has been agreed to and confirmed by us in writing. If you have elected to pay the fees on a monthly Billing Cycle by pre-authorized credit card, your election is your authorization for such payments to be automatically debited at the prices established in the Service Agreement. The authorized payments will be invoiced on the first day of the Billing Cycle and debited on the due date set forth on the invoice.

8.8 Late Fee & Non-Payment. Any amount due under this Agreement that we do not receive by the due date will be subject to a service charge of one and one-half percent (1½%) per month, or the maximum charge permitted by law, whichever is less, as calculated from the date due until the date paid. If any undisputed fee is overdue by more than 60 days, we may suspend any and all of your Services without further notice. If we suspend Services for non-payment, and you later ask us to reactivate the Services, you will be required to pay a \$75.00 reactivation fee, in addition to the full payment of the outstanding balance due, prior to the Services being reactivated. If any undisputed fee is overdue by more than 90 days, we reserve the right to cancel or terminate any and all of the Services without further notice. We have no obligation to return Customer Data to you until all outstanding fees have been paid in full.

9. Disclaimer of Warranties. We are committed to making every reasonable effort to provide you with access to the Services and to ensure a high level of Service availability, security, and redundancy, exercising the same degree of care that a reasonable and careful person would exercise in similar circumstances. Notwithstanding the foregoing, an outage relating to the Services may occur as a result of Scheduled Maintenance, software upgrades, hardware upgrades, security issues or connectivity issues. **The Services are provided by us, and accepted by you, on an "as is" and "as available" basis. We and our suppliers and affiliates, to the fullest extent permitted by law, disclaim all warranties, including implied warranties of title, fitness for a particular purpose, merchantability and non-infringement of proprietary or third party rights, and warranties about the accuracy, security, reliability, completeness, or timeliness of the Services, Software, or content. Any material downloaded or otherwise obtained through the use of the Services is done at your discretion and risk and you will be solely responsible for any damage to your systems or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us or through or from the Services will create any warranty not expressly stated in these terms and conditions.**

10. Limitations of Liability

10.1 No Liability for Certain Matters. We will have no liability whatsoever, for any reason whatsoever, (a) for acting or failing to act in respect of a customer instruction, (b) for your failure to comply with section 3.1, (c) for any delay or failure in delivery of email messages in connection with our Email Archiving Services (including any monitoring service that we provide) or otherwise, or (d) for anything whatsoever in connection with Trial Services, and we disclaim all such liability.

10.2 No Liability for Certain Damages. We will have not liability whatsoever, personal injury, property damage, or incidental, consequential, special punitive, or other indirect damages, including damages for loss of profits, loss of data, and interruption of business, and also including fines and penalties, arising out of or related to your ability or inability to use the Services, regardless of the cause, regardless of the theory of liability, regardless of whether any of the foregoing is determined to constitute a fundamental breach or failure of essential purpose, and even if we have been advised of the possibility of such damages.

10.3 Limit on Monetary Liability. Our total monetary liability to you in respect of any matter relating to the Services, including any breach, default, misrepresentation and negligence, is limited to the amount of fees you have paid to us under the Agreement in the three months immediately preceding the claim.

11. Release. You release us from and agree to indemnify and defend us, and our affiliates, officers, directors, employees, agents and partners, and hold us and all of them harmless from and against all claims, proceeding, liabilities, obligations, costs, fines, actions or demands (including reasonable legal fees), in any way directly or indirectly connected with, arising from or resulting from your: (a) use of the Services; or (b) violation of the terms and conditions of this Agreement or our other policies, terms, and conditions, or (c) placement, storage or transmission of any message, information, software or other content by use of the Services, regardless of whether caused by any act, omission, negligence or gross negligence by use or any of our affiliates, officers, directors, employees, agents or others for whom we are responsible.

12. Changes

12.1 Agreement. We reserve the right to change any provision of this Agreement with notice to you at least 30 days before the effective date of the change. You will be bound by this Agreement, as modified. If you do not agree to any change to this Agreement, you must terminate your account immediately by providing written notice to us. The most current version of this Agreement can be located at <http://www.uvbackups.com/tos.php> (or such successor URL as we may from time to time provide), so that you may review any change.

12.2 Services. You acknowledge that the Services may be materially modified or upgraded by us from time to time, provided that such material modifications and upgrades do not detract from the performance levels of the Services. We also reserve the right to discontinue any Service, temporarily or permanently, with notice to your Administrative User at least 30 days before the effective date of discontinuance. We are not liable to you or any third party for any modification or discontinuance of the Services.

13. Term, Service Suspension/Cancellation and Termination

13.1 Term. The Services will commence upon acceptance of this Agreement by you and will continue in effect, together with the Service Agreement and any subsequent renewals or revisions, until terminated pursuant to this section 13, unless otherwise agreed by the parties in writing. The Service Agreement sets out the initial term of the Services Period (the "Initial Term"). Upon the expiration of the Initial Term, and upon the expiration of each Renewal Term, the Service Agreement will be automatically renewed annually for one year (each one-year renewal a "Renewal Term"), unless terminated in writing by either party at least 30 days prior to the expiration of the then current Term, or the parties otherwise negotiate terms of a new Service Agreement. The Initial Term and all Renewal Terms are collectively referred to herein as the "Term".

13.2 Suspension. Without limiting other remedies, we may suspend operation of the Services for you if we believe that you are in material default or have materially violated this Agreement or any of our stated policies unless you cure the default or violation within 10 days after receipt of written notification of such default or violation. The burden is on you to cure or otherwise resolve the matter to our satisfaction before the accounts and/or Services will be reinstated. We will not be liable to you for any suspension in accordance with this Agreement. Fees will apply and accrue during any suspension of any accounts and/or Services in accordance with this section 13.2.

13.3 Termination. Subject to the provisions of this section 13, upon termination of the Services by either party, all rights under this Agreement and the provision of Services will terminate according to the provisions of this Agreement. If you are using our Email Archiving Services, this includes termination of all access to the Email Archiving tool. Neither party will be liable to the other for any termination of the Services in accordance with these terms:

13.3.1 Termination by Customer. You may terminate this Agreement (i) at the expiration of the Term; or (ii) in case of our material default in performing material obligations under this Agreement, if we do not cure the default within 90 days after we receipt of written notice of the default from you. Other than the foregoing, no refund will be given for any fees prepaid by you for use of any Services.

13.3.2 Termination by UV Backups. We may terminate the Services effective immediately for cause or upon written notice to you if you have been suspended pursuant to section 13.2 or are otherwise in material breach or default of this Agreement and have not cured the breach or default or the reason for suspension to our satisfaction within 30 days after receipt of written notice under section 13.2. In such a case, you will

be charged for any and all fees owed by you for the remainder of the Term and no refund will be given for any prepaid fees.

13.4 Return or Deletion of Data. Upon termination of the Services, you may request by written notice the pickup by courier of its dedicated WORM drive(s) at no extra fee (other than courier cost). You also have the option to request by written notice, the return of a copy of Customer Data stored by you on our systems for a reasonable fee, determined by use based on the digital media and format requested and amount of Customer Data to be returned. Alternatively, by written request, you may instruct us to delete all Customer Data. In the event that we do not receive notice from you requesting return of the dedicated WORM drive(s) and/or a copy of such Data prior to, or at the time of cancellation or termination, we may, without liability to you, delete all such Customer Data at any time after 90 days from the date of termination. We will provide written notice to you at least 30 days before any such deletion. Regardless of the foregoing, however, we will not be liable to you with respect to Customer Data that remains on our systems after the date of termination, except with respect to section 7 relating to Confidentiality and Non-Disclosure. Upon your request, we will provide written confirmation that any Customer Data has been properly deleted.

13.5 Survival. Sections 5.4 ("Control of Customer Data"), 7 ("Confidentiality and Non-Disclosure"), 9 ("No Warranty"), 11 ("Release"), 10 ("Limitation of Liability") and this section 13 will survive any termination of the Services.

14. Miscellaneous

14.1 Relationship of the Parties. You acknowledge that we, as a service provider, are an independent contractor, and the parties agree that no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. Neither party has any authority to act for, bind or assume any obligation or responsibility on behalf of the other party unless the authority is confirmed in writing.

14.2 Representations and Warranties. We represent and warrant to you that we are duly licensed to do business, and we are in good legal standing, in the jurisdictions in which we do business (during the Services Period defined in the Service Agreement). You represent and warrant to us that (a) you are duly licensed to do business, and you are in good legal standing, in the jurisdictions in which you do business (during the Services Period defined in the Service Agreement) and (b) the information you provide to us in connection with your use of the Services is true, correct, current and complete.

14.3 Customer Information. You will promptly notify us if you determine that any of the information is not true, accurate, current and complete.

14.4 Force Majeure. Neither party will be in default of this Agreement due to any labor unrest, strike, lockout, civil commotion, hostilities, sabotage, communication line failures, power failures or internet service outages, acts of utility providers, governmental regulations or governmental interference, delays by suppliers or carriers, fires, epidemics, earthquakes or other disasters, accidents, riots, war, terrorism, acts of God and public authority or other events or conditions beyond the party's reasonable control.

14.5 Notices and Communications. All notices, requests, and demands to any party must be in writing and may be hand-delivered with receipt acknowledged, sent by facsimile or electronic mail, with receipt confirmed, sent by registered or certified U.S. mail, with postage prepaid and return receipt requested, or sent by recognized overnight courier to us at the address set forth below, or to you at the address set forth in the Service Agreement, or at such other address as may be provided to the other party in the manner prescribed by this section 14.5. Notice is not effective unless actually received, but for purposes of calculating time periods will be deemed received upon completion of transmission if sent by

facsimile or electronic mail, two days after deposit with a U.S. post office, on the date of delivery if personally delivered, or the day after deposit if sent with an overnight courier service.

UV Backups, LLC
820 Monroe Ave NW Ste 323
Grand Rapids, MI 49503

14.6 Electronic Signatures and Contracts. Your use of the Services includes the ability to electronically enter into agreements, enable your Administrative User to make modifications to the Services, and/or make payments electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by and to pay for such Services, agreements and purchases. This applies to all records relating to all transactions you enter into via our website or by electronic mail, including this Agreement, Service Agreements, customer quotes, notices, our policies, contracts, modifications and applications.

14.7 Entire Agreement. The Service Agreement, including this Agreement and all schedules and policies referred to herein, constitute the entire understanding and agreement between the parties regarding the Services and supersedes any and all prior agreements, correspondence, understandings and discussions, whether written or oral, relating to the Services. In case of direct conflict or an inconsistency between this Agreement and any Service Agreement, the most recent Service Agreement will govern.

14.7.1 Incorporation by Reference in Service Agreement. This Agreement is incorporated by reference in the Service Agreement. By executing a Service Agreement, you are also accepting the terms and conditions of this Agreement.

14.7.2 Policies. The Services provided to you are also subject to our acceptable use policy, privacy policy, and other online policies as established, modified, and in effect from time to time. These will be posted on our website, and are incorporated by reference in this Agreement.

14.8 Assignment. Neither this Agreement nor the Service Agreement may be assigned by you without our prior written consent. We may assign this Agreement and Service Agreement upon prior written notice to you.

14.9 Successor and Assigns. This Agreement and Service Agreement are binding on, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and permitted assigns.

14.10 Currency. All amounts, prices and fees are in United States Dollars (USD), unless otherwise indicated.

14.11 Dispute Resolution. In the event there is a disagreement, dispute or controversy regarding the Services or this Agreement, and the parties are unable to resolve the matter informally, the parties will attempt to resolve the matter by facilitative mediation under the procedures established by the Michigan Court Rules. If the parties are unable to resolve the matter by facilitative mediation, either party may pursue other remedies, including legal action. In any legal action regarding the Services or this Agreement, however, **the parties waive their rights to a trial by jury, and agree that the case may be decided by the court without a jury.**

14.12 Severability and Non-waiver. If any part of this Agreement is invalid, all other parts of this Agreement will remain enforceable. Either party's failure to act with respect to a breach or default by the other party does not waive the non-defaulting party's right to act with respect to subsequent or similar breaches or defaults.

14.13 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to any rule regarding conflict of laws or choice of law that would apply the law of another jurisdiction, regardless of the fact that a party may be or become a resident of a different state.
