

## Mobile Application End User License Agreement

This Mobile Application End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and UnicusID, Inc. ("**Company**"), a Delaware corporation. This Agreement governs your use of the UnicusID applications on Android and/or iOS platforms, (including all related documentation, each referred to as the "**Application**"). The Application is licensed, not sold or transferred, to you.

BY CLICKING THE "AGREE" BUTTON, 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/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

1. Copyright, Patent and Trademark Information. The Application and the information and technology which it contains, is the property of Company and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, patent law, international conventions and other intellectual property laws. By way of example only, and not as a limitation, "UnicusID", Company logos are trademarks of UnicusID, under the applicable laws of the United States and/or other countries. Apple, the Apple logo and Mac are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc. Google Play is a trademark of Google Inc. Amazon Web Services, and the "Powered by Amazon Web Services" logo are trademarks of [Amazon.com](https://www.amazon.com), Inc. or its affiliates in the United States and/or other countries. Other Software or service names or logos appearing in the Applications are either trademarks or registered trademarks of UnicusID, and/or their respective owners. The absence of a software or service name or logo from this list does not constitute a waiver of UnicusID's trademark or other intellectual property rights concerning that name or logo.

The technology within the Application is protected by U.S. patent numbers 7,481,364, 8,186,580, 8,708,230, 8,708,230, 9,349,232, 9,734,317, multiple patents issued in or by other countries, and patent applications pending.

2. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to:

(a) download, install, and use the Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with the Application's documentation and published policies, including the UnicusID Terms of Use (found at [unicusid.com/legal](https://unicusid.com/legal)).

(b) access, stream, download, and use on such Mobile Device the Content and Services (as defined in Section 9) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in Section 9.

3. License Restrictions. Licensee shall not:

(a) copy the Application;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application;

(g) use the Application in any manner inconsistent with the UnicusID Terms of Use (as it applies to UnicusID Materials), found at [unicusid.com/legal](http://unicusid.com/legal);

(h) use the Application in any manner inconsistent with all terms and conditions of third-party digital distribution platforms developed and maintained by others for use of mobile applications on their devices (e.g., Apple App Store, Google Play Store), as required by those third parties.

4. Unauthorized Use or Access. The unauthorized access to Company's or the Application's systems, software, technology and/or a user's device which runs the Application is prohibited. Furthermore, the threat of disclosing or actual disclosure of any purported weakness, security flaw or degradation of the Application or related systems, technology or software (which are proprietary and property of Company) in a public forum is prohibited. If Company determines that an entity or individual has attempted to reverse engineer, enter, infiltrate or breach the Application, its software, technology, systems, infrastructure and/or a user's device (which could include a breach or weaknesses in an operating system created by or utilized by one of Company's strategic OEM partners), Company will take swift action - either in the form of a lawsuit and/or a disclosure to appropriate local, state and federal law enforcement agencies.

5. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

6. Your Biometric File. You hereby acknowledge and agree that upon using the Application, you will be required to create a "Biometric File" which will be necessary for you to access the Application and authenticate your approval for certain transactions linked to you and the Application. The Biometric File will be used by you and only you. You agree to not disclose your Biometric File to any third parties.

7. Maintenance of the Application and Your Biometric File. Company is solely responsible for maintenance and support services related to the Application. Company will maintain an encrypted binary file of Your Biometric File for as long as you are a paid subscriber of the Application. The binary is created when you create Your Biometric File and it is stored in case you need to recover your Biometric File due to local system crash, damage, loss or hack attempt that results in the self-destruction of your Biometric File. If your subscription expires and you choose not to renew your subscription within 90 days, Company reserves the right to delete your Biometric File and Your account with Company. All users of the Application are required to adopt and maintain the Privacy Policy, which may be modified by Company from time to time.

8. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information Company collects through or in connection with this Application is subject to Company's Privacy Policy, found at [legal.unicusid.com/legal/app-privacy](http://legal.unicusid.com/legal/app-privacy). By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by Company with respect to your information in compliance with the Privacy Policy. You further agree that the Privacy Policy is subject to change by the Company at any time.

9. Content and Services. The Application may provide you with biometric authentication services which will allow you to log into and use other applications on your mobile device or computer. The Application may provide you with biometric authentication services which will allow you to review proposed transactions and decline those transactions or approve them via biometric authentication using the Application. The Application may also provide

you with a personal digital “wallet” into and from which you may transfer money subject to biometric authentication. Your access to and use of such Content and Services are governed by Company’s Terms of Use and Privacy Policy located at [legal.unicusid.com/privacy-policy.pdf](http://legal.unicusid.com/privacy-policy.pdf), which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Company, and your failure to do so may restrict you from accessing or using certain of the Application’s features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement. Any Application functionality that includes social media, sharing, posting or user interaction functions shall be governed by the Terms of Use and Privacy Policy that governs the Content and Services.

#### 10. Subscription Fees, Payment Terms and Refund Policy.

(a) Subscription Fees. The fees charged by Company are referred to as “Subscription Fees.” The Application is subject to monthly Subscription Fees to operate the Application on at least one mobile device or computer. Subscription Fees are billed and collected in advance based on your subscription plan. You are responsible for reviewing the Subscription Fees from time to time and remaining aware of the fees charged by Company. The Subscription Fees are subject to change at any time in Company’s sole discretion. Company will use good-faith efforts to notify you via email prior to effectuating any change to the Subscription Fees.

(b) Payment. You must provide Company with payment as a condition for using the Application. Payment for the Application shall be made by a valid credit card, debit card or charge card (collectively referred to as “Charge Card”) as accepted by Company and having sufficient payment to cover the Subscription Fees, as charged to you. Payment methods such as check, wire transfer or other trade format must be negotiated directly with and approved by Company. Company reserves the right to auto-bill and charge you for recurring Subscription Fees. You are responsible for paying amounts billed by Company to your Charge Card for Subscription Fees. Business customers using Company for Groups may also issue payment by wire, ECH or by other means for amounts exceeding USD\$10,000.

(c) Invalid or Cancelled Payments. You must immediately provide Company with a new valid Charge Card number if you cancel your Charge Card or it is otherwise terminated. You authorize Company, from time to time, to undertake steps to determine whether the Charge Card number you have provided to Company is a valid number. You will be in violation of this Agreement and Company may terminate this Agreement if you do not provide Company with a valid Charge Card number with sufficient credit upon request during the effective period of this Agreement. You authorize Company to make all charges described in this Agreement to your debit card account the Charge Card you provide Company is a debit card number instead of a credit card number. You authorize Company to charge your Charge Card for such amounts on a regular monthly or annual basis at the beginning of each billing cycle depending on the payment option you select. Company will attempt to notify you via email and your account will be disabled until payment is received if Company is for any reason unable to effect automatic payment via your Charge Card.

(d) Upgrades and Additional Devices or Users. You may upgrade your account to add another device or user at any time. If you are upgrading your subscription with new devices, you will only be charged for the remainder of your subscription. For example, if you add a device after fifteen (15) days, you will only be charged for the remaining days in that month for the new device. After the original subscription ends, you will be able to renew all of your subscriptions at once, for a single monthly fee. The full amount of the new subscription will be charged monthly thereafter. You agree to pay all fees, taxes and charges incurred in connection with your subscription at the rates in effect when the charges were incurred. A standard annual billing cycle is one month.

(e) Fee Changes. Company may change the fees and charges then in effect or add new fees or charges, by giving you written, advanced notice. All fees and charges incurred in connection with your username and password will be billed to the payment method designated during the registration process. You are responsible for any fees or charges incurred to access the Company website through an Internet access provider or third-party service.

(f) Refunds. You may cancel your account at any time. Since the Application is delivered in full at the time of purchase, you will not be issued a refund.

11. Geographic Restrictions. The Content and Services are based in the state of Alabama in the United States and 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 Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

12. Updates. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, 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 Company 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 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.

You shall promptly download and install all Updates and acknowledge and agree that the 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 Application and be subject to all terms and conditions of this Agreement.

13. Term and Termination.

(a) The term of Agreement commences when you download or install the Application and will continue in effect until terminated by you or Company as set forth in this 13; provided, however, that Sections 1, 3, 4, 5, 8, 13, 14, 15, 16, 17, 18 19, 23, 24, 25, 26, 27 and 28 of this Agreement survive termination of this Agreement.

(b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.

(c) Company may terminate this Agreement at any time without notice. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement or other applicable guidelines, terms or policies established by the Company.

(d) Upon termination:

(i) all rights granted to you under this Agreement will also terminate; and

(ii) you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.

(e) Termination will not limit any of Company's rights or remedies at law or in equity.

14. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, 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, COMPANY 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.

THE COMPANY DOES NOT WARRANT THAT THE APPLICATION, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE APPLICATION WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS OR DOWNLOAD OF THE APPLICATION OR ANY OTHER SERVICES OR PRODUCTS OFFERED BY THE COMPANY TO YOU THROUGH ANY OF THE FOREGOING IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL, APPLICATION OR DATA.

THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OF SCANS OR INFORMATION OBTAINED THROUGH THE USE OF THE APPLICATION OR ANY OTHER PRODUCT OR SERVICE OFFERED BY THE COMPANY.

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.

IN THE EVENT OF ANY FAILURE OF THE APPLICATION TO PROPERLY PERFORM, YOU MAY NOTIFY THE THIRD-PARTY DIGITAL DISTRIBUTOR, AS APPLICABLE, AND THAT THIRD-PARTY DIGITAL DISTRIBUTOR MAY REFUND THE PURCHASE PRICE TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO THIRD-PARTY DIGITAL DISTRIBUTOR WILL HAVE ANY OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATION, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO PERFORM WILL NOT BE THE RESPONSIBILITY OF ANY THIRD-PARTY DIGITAL DISTRIBUTOR.

15. Product Claims. YOU ACKNOWLEDGE THAT COMPANY AND NOT ANY THIRD-PARTY DIGITAL DISTRIBUTOR, IS RESPONSIBLE FOR ADDRESSING ANY CLAIMS YOU ASSERT RELATING TO THE APPLICATION OR YOUR POSSESSION AND/OR USE OF THE APPLICATION INCLUDING, BUT NOT LIMITED TO PRODUCT LIABILITY CLAIMS; ANY CLAIM THAT THE APPLICATION FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; AND CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION.

16. Limitation of Liability and Damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY 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, IDENTITY THEFT, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF 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 AMOUNT PAID BY YOU FOR THE APPLICATION.

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 COMPANY 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. YOU ACKNOWLEDGE AND AGREE THAT ANY DAMAGES WHICH MAY BE AWARDED TO YOU FOR ANY REASON MAY NOT EXCEED THE AMOUNT(S) YOU PAID COMPANY FOR USE OF THE APPLICATION.

17. Copyright, Patent and Trademark Claims. YOU ACKNOWLEDGE THAT IN THE EVEN OF ANY THIRD-PARTY CLAIM THAT THE APPLICATION OR YOUR POSSESSION AND USE OF THE APPLICATION INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, YOU AND COMPANY, NOT ANY THIRD-PARTY DIGITAL DISTRIBUTOR, WILL BE RESPONSIBLE FOR INVESTIGATION, DEFENSE, SETTLEMENT AND DISCHARGE OF ANY SUCH INTELLECTUAL PROPERTY INFRINGEMENT CLAIM.

18. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, 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 attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement or any other legal documents, policies or agreements to which you may be a party in using any services or products offered by Company, including but not limited to the content you submit or make available through this Application.

19. Export Regulation. The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

20. US Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor thereof, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

21. Restricted Persons. You hereby warrant that you are not a "Restricted Person". For purposes of this Agreement, you are a "Restricted Person" if you or any officer, director, or controlling shareholder of the entity on behalf of which you are using the Application is (1) a national of or an entity existing under the laws of Iran, Sudan, Syria or any other country with which U.S. persons are prohibited from engaging in transactions, as may be determined from time to time by the U.S. Treasury Department; (2) designated as a Specially Designated National or institution of primary money laundering concern by the U.S. Treasury Department; (3) listed on the Denied Persons List or Terrorists List or Entity List by the U.S. Commerce Department; (4) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license; or (5) owned, controlled, or acting on behalf of a Restricted Person. If you become a Restricted Person during the term of this Agreement, you shall notify Company within twenty-four (24) hours, and Company shall have the right to terminate any further obligations to you, effective immediately and with no further liability to you, but without prejudice to your outstanding obligations to Company. You agree that you shall not utilize the Application to conduct or facilitate any transaction with any Restricted Person, except as may be expressly authorized in advance in writing by the U.S. Government.

22. Third Party Terms of Agreement. You acknowledge and agree that you must and shall comply with all applicable third-party terms of agreement when using the Application. For example, you must not violate any wireless data service agreement when using the Application.

23. Third Party Beneficiary. You acknowledge and agree that any third party digital distributor, such as Apple App Store or Google Play Store, are third party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement and all applicable terms referenced herein, any third party digital distributor who is deemed a third party beneficiary to this Agreement will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary.

24. Severability. 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.

25. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Alabama 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 or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama, in each case located in the appropriate federal or state court for Montgomery County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

26. 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.

27. Entire Agreement. This Agreement, and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

28. Waiver. 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.