

Filebase Terms of Service

Last revised May 16th, 2019

By clicking to agree to these Storage Terms of Service ("**Storage Terms**") during the account setup process, or by otherwise accessing or using the Storage Services of **Filebase, Inc.** ("**Company**," "**we**," or "**us**") that enable you to use the distributed cloud storage service ("**Storage Service**"), you agree to be bound by these Storage Terms and all terms incorporated by reference. If you do not agree to these Storage Terms, you may not access or use our Storage Services. The term "**Storage Services**" refers to the websites, mobile applications and other online services of Company that you may use to access and use the Storage Service.

You and Company agree as follows:

1. Filebase Terms of Use

These Storage Terms incorporate by reference and supplement the Filebase Terms of Use. The Filebase Terms of Use govern all access to and use of the Services, including the Storage Services. You agree to be bound by and comply with the Filebase Terms of Use in connection with your access and use of the Services (including the Storage Services). The Filebase Terms of Use and these Storage Terms are collectively referred to as the "**Agreement**." PLEASE MAKE SURE YOU READ THE FILEBASE TERMS OF USE CAREFULLY. THEY CONTAIN LIMITATIONS OF LIABILITY, DISCLAIMERS AND A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS.

2. Overview of Storage Service

The Storage Services enable you to store data and other materials ("**Storage Materials**") on a distributed Storage platform consistent of third-party devices ("**Storage Nodes**"). The underlying Storage Platform is an interconnected set of Storage Nodes that independently operate open-source software to facilitate the storage of your Storage Materials. The Storage Services are designed to encrypt Storage Materials locally on your device and then facilitate the distribution of such encrypted data fragments to the Storage Nodes. The Storage Platform and Storage Nodes are not operated or maintained by Company, and Company has no responsibility or liability for the Storage Platform or Storage Nodes. The Storage Services enable you to protect against loss of your Storage Materials due to the failure of any individual Storage Node by allowing you to configure the redundancy and distribution of your Storage Materials. You are solely responsible for your use of the Storage Service, including for configurations that you deem appropriate to maintain access to your Storage Materials in a manner that meets your expectations.

3. Account

In order to use the Storage Services, you will need to register for an account ("**Account**"). In connection with your creation of any Account, you will (i) provide accurate, current and complete Account information, (ii) maintain and promptly update your Account information as necessary, (iii) maintain the security of your Account, including by not using the same password for the Storage Services that you use for third-party services, (iv) not disclose your password or private keys to any third party, and (v) immediately notify us if you discover or otherwise suspect any unauthorized activities in connection with your Account or the Storage Services. You acknowledge and agree that if you lose your private keys, you may not be able to recover any Storage Materials.

4. Payment

(a) We will provide notice via the Storage Services of the fees applicable to use of the Storage Services ("**Fees**"). All Fees are exclusive of any applicable taxes, unless stated otherwise, which are your sole responsibility. We will provide notice at least 30 days in advance of any increase to the Fees.

(b) Except where otherwise indicated via the Storage Services, we will charge all Fees to a payment method designated by you via the Storage Services that is acceptable to us. You represent and warrant that you are authorized to use the payment method you designate via the Storage Services and authorize us to charge all Fees to that method. If your payment method cannot be verified, is invalid, or is not otherwise acceptable, your right to use the Storage Services may be suspended automatically. Fees will be charged on a monthly basis based on the prior month's usage. You can avoid incurring Fees at any time by discontinuing your use of the Storage Services to store your Storage Materials.

(c) Except as prohibited by law, we may assess a late charge if you do not pay Fees on time. The late charge will be the lesser of 1.5 % of the unpaid amount each month or the maximum rate permitted by law. You are responsible for all costs we incur to collect any past due amounts, including reasonable attorneys' fees and other legal fees and costs. We may suspend your access to the Storage Services immediately without notice if you fail to pay Fees on time.

5. Storage Materials

(a) You grant Company a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable and fully sublicensable right to transfer any Storage Materials solely as necessary to comply with your instructions to store such Storage Materials via the Storage Service. This gives us the rights we need to store and retrieve your Storage Materials as you direct us to.

(b) Storage Materials are stored as long as they are paid for. If the storage material are not paid for before funding depletion, the Storage Materials will be removed from the Service within 30 days and will be unavailable for download.

(c) Company will not be responsible for any loss, misuse, or deletion of Storage Materials or any failure of any Storage Materials to be stored or encrypted. You are solely responsible for backing up any Storage Materials.

(d) You are responsible for properly configuring and using the Storage Services to store your Storage Materials, and for maintaining appropriate security of your Storage Materials, which may include the use of encryption. We reserve the right at any time, without notice, to remove, reject or delete any Storage Materials that contain plain text data or otherwise violate the terms of this Agreement (including the Firebase Terms of Use relating to User Content).

(e) You are solely responsible for ensuring that any processing of Storage Materials via the Storage Services is in compliance with all applicable laws. We make no representations or warranties regarding the suitability of the Storage Services for the processing of any particular types of data. You will provide all notices to, and obtain any consents from, third parties as required by applicable law in connection with the processing of Storage Materials via the Storage Services. You must not process any Storage Materials that include sensitive data that require heightened security protections, including any (i) "protected health information," as defined under HIPAA, (ii) "cardholder data," as defined by the PCI DSS, or (iii) "Sensitive Personal Data" as defined under the EU Directive 95/46/EC as enacted in the member states of the European Union.

6. Effect of Suspension or Termination

If your access to the Storage Services is suspended or terminated, you will no longer have access to the Storage Materials processed via the Storage Services, and your Storage Materials may not be recoverable. If we terminate or suspend your access to the Storage Services for reasons other than your breach of the Agreement, we will make commercially reasonable efforts to provide you an opportunity to retrieve your Storage Materials via the Storage Services.

7. Promotional Credits

(a) The Company may also provide credits against fees payable to the company in relation to marketing, referrals, or other events ("Promotional Credits"). All credits not deemed to be Service Credits will be considered Promotional Credits.

(b) Promotional Credits must be redeemed within 12 months of issuance unless otherwise stated.

(c) After redemption, Promotional Credits are valid for a period of 12 months. Promotional Credits that have not been used at that time will expire.

Filebase Terms of Use

Last revised May 4th, 2019

PLEASE READ THESE TERMS OF USE CAREFULLY. NOTE THAT SECTION 17 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS OR USE OUR SERVICES.

By accessing or using the websites, mobile applications and online services of **Filebase, Inc.** ("**Company**," "**we**," or "**us**"), including filebase.com, (collectively, the "**Services**") you will be bound by these Terms of Use ("**Terms**") and all terms incorporated by reference. If you do not agree to these Terms, you may not access or use the Services.

If you have any questions regarding these Terms, please contact us at hello@filebase.com. Please refer to our Privacy Policy for information about how we collect, use and disclose information about you.

You and Company agree as follows:

1. Eligibility; Authority

You must be 18 years of age or older to access or use our Services. If you are using the Services on behalf of any entity: (a) you represent and warrant that you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity; and (b) references to "you" in these Terms refer to you and such entity, jointly.

2. Storage Terms

Your use of the Services to access and use the distributed cloud storage platform ("**Storage Platform**") is subject to these Terms and to our Storage Terms of Service ("**Storage Terms**"). The Storage Terms are incorporated into and supplement these Terms. The Storage Terms will control to the extent of any conflict with these Terms. These Terms and the Storage Terms are collectively referred to as the "Agreement."

3. Open Source Software

We may make the source code for much of the software that supports our Services, including the Storage Platform, available for download as open source software. You agree to be bound by, and comply with, any license agreement that applies to this open source software. You will not indicate that you are associated with Company in connection with any of your modifications or distributions of this open source software.

The source code we release in connection with open source software is not part of the Services, and your use of that source code without interacting with our Services is not subject to these Terms. For clarity, though, when we host any software and enable you to access and use such software as a service through our websites and apps, then these Terms will apply to such access and use.

4. Use of the Services

The Services, including all text, videos, images, data, software, or other files, content and materials contained on the Services, are the proprietary property of Company and our licensors. Subject to your compliance with these Terms, you may use the Services on a non-exclusive basis for your own personal use. Nothing in these Terms will be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of Company or any third party, whether by estoppel, implication or otherwise.

To be clear, we do not claim any ownership over the content you submit via the Services. Please see Section 10 below for information about that content.

5. Modifications to the Services

We reserve the right, in our sole discretion, to modify the Services (or any features or functionality of the Services) at any time without notice and without obligation or liability to you.

6. Repeat Infringer Policy; Copyright Complaints

(a) We have a policy of limiting access to the Service and terminating the accounts of users who infringe the intellectual property rights of others. If you believe that anything on the Services infringe any copyright that you own or control, you may notify our designated agent as follows:

Filebase, Inc.
6 Liberty Square
Suite 446
Boston, MA 02109
abuse@filebase.com

(b) Please see [17 U.S.C. § 512\(c\)\(3\)](#) for the requirements of a proper notification.

7. Trademarks

"Filebase," "Filebase, Inc.," the Company logo, any other Company service names, logos or slogans that may appear on the Services, and the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, are trademarks, service marks or

trade dress of Company and our suppliers and our licensors, and may not be copied, imitated or used, in whole or in part, without our or the applicable trademark holder's prior written permission. You may not use any metatags or other "hidden text" utilizing "Filebase" or any other name, trademark or product or service name of Company without our prior written permission. Further, you may not use, frame or utilize framing techniques to enclose any Company trademark, logo or other proprietary information, including the images found on the Services, the content of any text or the layout or design of any page, or form contained on a page, on the Services without our express written consent.

8. Third-Party Content

We may display third-party content, advertisements, links, promotions, logos and other materials through the Services (collectively, "**Third-Party Content**"). We do not control, endorse, sponsor or adopt any third parties referenced on the Services or Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, regarding its accuracy or completeness. Your interactions with Third-Party Content, and any third party that provides Third-Party Content, are solely between you and such third parties, and Company is not responsible or liable in any manner for such interactions or Third-Party Content. When you leave the Services and enter a third-party site or service, our terms and policies no longer apply.

9. User Conduct

You will comply with all applicable laws in connection with your access and use of the Services, and you are solely responsible for your conduct while accessing or using the Services. Further, you will not:

- A. Engage in conduct that is harassing, threatening, intimidating, or stalking, or that we otherwise deem objectionable;
- B. Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- C. Reverse engineer any aspect of the Services or do anything that might discover the source code of the Services (other than in connection with open source software we release);
- D. violate, infringe or misappropriate any intellectual property or other third-party right or commit a tort;
- E. modify, copy (other than standard page caching), publicly perform, publicly display, sell, rent, lease, timeshare or otherwise distribute the Services, in whole or in part. This restriction does not apply to open source software we release, which you can use subject to the applicable open source software license terms;

- F. attempt to bypass or circumvent measures employed to prevent or limit access to any content, area or functionality on the Services, without providing prior notice to Company of the method used to bypass or circumvent;
- G. use any of the Services other than for its intended purposes; or
- H. use the Services to engage in or promote any activity that violates these Terms.

10. User Content

(a) The Services include areas that allow users to create, post, upload, share or store content, including, but not limited to, photos, videos, sound, text, graphics, code, items or other information and materials, including Storage Materials (collectively, "**User Content**"). "**Storage Materials**" refers to any User Content provided or otherwise processed via our Services for storage on the Storage Platform.

(b) We do not own, control or endorse any User Content that is transmitted, stored, or processed via the Services. You are solely responsible for any of your User Content and for your use of any interactive features and areas of the Services, and you represent and warrant that (i) you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses in this Agreement; (ii) your User Content will not violate any agreements or confidentiality obligations; and (iii) your User Content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity.

(c) You will not create, post, share or store User Content that:

- I. is unlawful, libelous, defamatory, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- II. would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, otherwise create liability or violate any local, state, national or international law;
- III. contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- IV. impersonates, or misrepresents your affiliation with, any person or entity (including Company);
- V. references or depicts Company or our Services but fails to disclose any material connection to us that may exist;
- VI. contains any unsolicited promotions, political campaigning, advertising or solicitations;
- VII. contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- VIII. in our sole judgment, is objectionable or that restricts or inhibits any other person from using or enjoying the Services, or that may expose Company or others to any harm or liability of any type.

(d) We are not responsible or liable for any User Content. Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to

remove, screen or edit User Content (other than Storage Materials) posted or stored on the Services at any time and for any reason. You are solely responsible for creating backup copies of and replacing any User Content you post or store on the Services at your sole cost and expense.

11. Limited Rights in User Content

You grant Company a non-exclusive, worldwide, perpetual, right to use, reproduce, modify, create derivative works from, distribute, publicly perform and publicly display all User Content (other than Storage Materials) in connection with the Services. Please refer to the Storage Terms for the rights you grant us with respect to Storage Materials.

12. Feedback

You may submit questions, comments, suggestions, ideas, original or creative materials or other information about Company or the Services to us (collectively, "**Feedback**"). Feedback does not include User Content. We reserve the right to use Feedback for any purpose without compensation to you. Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes.

13. Indemnification

(a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Company Parties**") from and against all claims, damages, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your access to or use of our Services; (ii) your User Content (including any Storage Materials); (iii) any Feedback you provide; or (iv) your violation of these Terms.

(b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 13(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

14. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN THE AGREEMENT, (A) THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT

OR WARRANT THAT THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

15. Limitation of Liability

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SERVICES OR OTHERWISE RELATED TO THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, EXCEED THE GREATER OF ANY COMPENSATION YOU PAY TO US FOR USE OF THE SERVICES OR \$100 USD.

(B) THE LIMITATIONS SET FORTH IN SECTION 15(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

16. Release

To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. **You expressly waive any rights you may have under as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

17. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

17.1. Binding Arbitration

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company (a) waive your and Company's respective rights to have any and all Disputes arising from or related to this Agreement or the Services resolved in a court, and (b) waive your and Company's respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge in court).

17.2. No Class Arbitrations, Class Actions or Representative Actions

Any Dispute arising out of or related to this Agreement or the Services is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

17.3. Notice; Informal Dispute Resolution

Each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Company will be sent by e-mail to Company at hello@firebase.com. Notice to you will be by email to the then-current email address in your Account. Your notice must include (a) your name, postal address, email address and telephone number, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or Company may, as appropriate and in accordance with this Section 17, commence an arbitration proceeding or, to the extent specifically provided for in Section 17.1, file a claim in court.

17.4. Process

Any arbitration will occur in New Castle County, Delaware. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services ("**JAMS**"), which are hereby incorporated by reference. The state and federal courts located in New Castle County, Delaware will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.

17.5. Authority of Arbitrator

As limited by the FAA, this Agreement and the applicable JAMS rules, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

17.6. Rules of JAMS

The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (a) acknowledge and agree that you have read and understand the rules of JAMS, or (b) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

18. Governing Law and Venue

This Agreement and your access to and use of the Services will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to conflict of law rules or principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties arising out or relating to this Agreement that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of the State of Delaware and the United States, respectively, sitting in New Castle County, Delaware.

19. Severability

If any term, clause or provision of this Agreement is held invalid or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement.

20. Termination or Suspension

Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate this Agreement or suspend your right to access the Services. You may terminate this Agreement without notice by discontinuing use of the Services. All rights and licenses granted to you under this Agreement will immediately be revoked upon our termination of the Agreement or our suspension of your access to the Services, and you must immediately submit payment for any fees payable to Company under the Agreement (as specified in the Storage Terms).

21. Amendment

We reserve the right to change the terms of this Agreement from time to time in our sole discretion. If we make changes to the Agreement, we will provide notice of such changes, such as by posting the revised Agreement terms to the Services and updating the "Last Updated" date at the top of these Terms and the Storage Terms. Your continued use of the Services will confirm your acceptance of the revised Agreement. If you do not agree to the modified Agreement, you must stop using the Services.

22. Survival

The following sections will survive the expiration or termination of these Terms: all defined terms and Sections 11 - 19, 22 and 23.

23. Miscellaneous

The Agreement constitutes the entire agreement between you and Company relating to your access to and use of our Services. We may assign our rights and obligations under the Agreement. The failure of Company to exercise or enforce any right or provision of the Agreement will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under the Agreement where the delay or failure results from any cause beyond our reasonable control. Except as otherwise provided in herein, the Agreement is intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.