

POULTRIX LTD.

GENERAL TERMS OF SERVICE

IMPORTANT – PLEASE READ CAREFULLY THESE GENERAL TERMS OF SERVICE INCLUDING THE TERMS OF OUR PRIVACY POLICY AVAILABLE AT THE FOLLOWING URL: <https://poultrix.com/Policies/privacy-policy.pdf> (“**PRIVACY POLICY**”, AND COLLECTIVELY, THESE “**TERMS**”). BY CLICKING “**I AGREE**” OR OTHER SIMILAR BUTTON OR BY ACCESSING AND/OR USING THE SERVICES (AS DEFINED BELOW), YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, OR THE COMPANY YOU REPRESENT, (THE “**CUSTOMER**”) ARE ENTERING INTO A LEGAL AGREEMENT WITH POULTRIX LTD. (“**POULTRIX**”), AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THESE TERMS. DO NOT SELECT “**I AGREE**” OR USE THE SERVICES UNTIL YOU HAVE CAREFULLY READ, UNDERSTOOD AND AGREED TO THESE TERMS. FURTHERMORE, YOU HEREBY WAIVE ANY RIGHTS OR REQUIREMENTS UNDER ANY LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. THESE TERMS FORM AN INTEGRAL PART OF THE ACCOMPANYING ORDER (AS DEFINED BELOW).

Poultrix and customer may each be also referred to herein as “**party**”, and collectively as the “**parties**”.

1. Services

- 1.1. Poultrix is the developer, proprietor and the provider of the Poultrix software application which is accessible for Customer’s use based on a software-as-a-service platform (the “**Services**”).
- 1.2. Subject to Customer’s compliance with its obligations under these Terms, Poultrix shall make the Services and related content, analyses, alerts, forecasts and reports generated via the use of the Services (collectively, the “**Output**”) available to Customer, for the applicable Term as set forth hereunder.

2. Subscription and Services Use and Access

- 2.1. Subscription. Customer may subscribe to the Services for a trial period and/or by paying the Fees (as defined below). If Customer selected the free trial option, Customer trial shall expire after 14 days, unless otherwise agreed with Poultrix for a different period. To continue using the Services after your free trial expires, Customer shall be required to pay Fees by entering Customer’s credit card information to the Services portal. If Customer fails to pay the Fees, the Account (as defined below) shall be frozen and inaccessible until payment is made. Customer may be required to enter the credit card information in the Services portal prior to the trial commencing. In this case, to continue using the Services after Customer’s free trial expires, Poultrix will, unless Customer directs otherwise, automatically charge the Fees as set forth in Section 8. If the charge of the Fees fails for any reason, the Account shall be frozen and inaccessible until payment of the Fees is made. Pricing, terms, features, services and support are subject to change by Poultrix at any time.
- 2.2. Account. In order to subscribe to and the Services, Customer is required to create an account (an “**Account**”) and generate personal access credentials (“**User IDs**”) for Customer’s personnel designated to use the Services on its behalf all as further detailed in the Order (“**Personnel**”). The Account may be created in one of the following ways:

(i) Online Subscription. Customer may choose to complete and submit an online registration form in which Customer will be asked to provide Poultrix with certain mandatory information such as the name, address and e-mail address and also a password that Customer will use with its Account.

(ii) Third Party Accounts . Customer may choose to create an Account by clicking on a ‘connect’ or ‘sign-in’ button that we display on the Services for a designated third party website or service (each a “**Third Party Account**”), such as Facebook or Google+. Doing so will enables Customer to link its Account and its Third Party Account. If Customer chooses this option, then you will be required to approve the connection as well as the types of information (which may include personal information) that we will obtain from its Third Party Account and the types of activities that we may perform in connection with its Third Party Account. Please note that in order to use this option, you will need to have, and may need to be signed-in to, an existing Third Party Account.

(iii) Poultrix shall create an Account for the Customer and provide Customer with the User IDs.

- 2.3. Customer and its Personnel may only access and use the Services through the User IDs issued to them by Poultrix. For more information regarding the types of personal information collected by Poultrix during the Account creation and the registration process, please read our Privacy Policy.
- 2.4. Customer is solely responsible for maintaining the confidentiality of the User IDs. Any instruction, action or activity occurring through any such User IDs shall be deemed to be provided and/or taken by Customer, and Customer shall be solely

responsible for all activities that occur under such User IDs, including for any unauthorized use of such User IDs or any other breach of security, or any related damage or loss.

- 2.5. Customer shall ensure that during the Term: (i) the access and use of the Services by Customer shall be by no more than the number of Personnel for which Customer has received User IDs; (ii) the Customer Data (as defined below) shall be accessible by the Services without limitation and with all the required permissions and certifications as specified by Poultrix; (iii) its Personnel are fully skilled and familiar with the use and operation of the Services; and (iv) the Services shall be reasonably used.
- 2.6. Use Rights. Subject to Customer compliance with the terms and conditions of these Terms and payment of the Fees, Poultrix hereby grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable, revocable, limited right during the Term to access and use, and to allow its Personnel to access and use the features and the functions of the Services solely for internal business purposes in accordance with the purchased services described in the Order. Poultrix may update the Services from time to time, including adding or removing functions.
- 2.7. Use Restrictions. Customer shall not: (i) make the Services available to, or use the Services for the benefit of, anyone other than Customer; (ii) copy or make a derivative work of the Services or any part, feature, function or user interface thereof, other than for normal use of the Services for Customer's own internal business (including, but not limited to, configuration of the Services and/or developing of new features), (iii) license, sublicense, sell, resell, transfer or assign, distribute, rent or lease any Services or the Output provided to Customer via the Services, or include the Services in a service bureau or outsourcing offering, (iv) knowingly use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, including in violation of applicable law with respect to third party rights, (v) knowingly use a Services to store or transmit malicious code, (vi) knowingly or negligently interfere with or disrupt the integrity or performance of the Services or third party data contained therein, (vii) attempt to gain unauthorized access to the Services or its related systems or networks, (viii) conceal or remove any copyright or proprietary notices contained in any Output and/or other materials provided via the Services (ix) access and/or the Services and/or the Output provided therein in order to build a competitive product or service, including creating any indices therefrom, (x) reverse engineer the Services, (xi) permit access to or use the Services in a way that circumvents a contractual usage limit, and/or (xii) allow and/or enable a third party to do any of the aforementioned.

3. Customer Data

- 3.1. While using the Services, certain Customer Data will be made available to Poultrix. Customer hereby grants Poultrix a royalty-free, fully-paid, irrevocable, non-exclusive license to use, process, display, copy and store the Customer Data in order to: (i) provide the Services to Customer; (ii) to administer and make improvements to the Services; and (iii) to collect and analyze anonymous information and to use such anonymous information for any purpose, including without limitation, providing the anonymous information to third parties. Customer acknowledges that the Services does not operate as an archive or file storage service. Customer is solely responsible for the backup of Customer Data and Customer alone can implement back up plans and safeguards appropriate for its requirements. "**Customer Data**" means raw data provided by Customer and its Personnel or on their behalf to Poultrix for the purpose of and in connection with using the Services.
- 3.2. Customer owns all rights, title and interest in and to all of the Customer Data. Customer represents and warrants that it owns or has obtained the rights to all of the rights subsisting in the Customer Data and Customer has the right to provide Poultrix the license granted herein to use such Customer Data in accordance with these Terms. Customer shall have sole responsibility for the reliability, integrity, accuracy and quality of the Customer Data.

4. Technical Support Services. Poultrix shall provide the Customer with technical support during the Term, as specified in the Order.

5. Proprietary Rights

- 5.1. Proprietary Rights. Poultrix owns and shall continue to own all rights, title and interest in and to the Services, including modifications, enhancements, derivatives, substitutes, or emulations of the aforementioned and any Intellectual Property Rights therein, including any item which is the outcome of customization work, design, development and implementation done by Poultrix, by or on behalf of Customer. As between the Parties, the Output collected and/or generated via the Services, shall be deemed Poultrix's Intellectual Property. These Terms do not convey any right, title or interest in and to the Poultrix's Intellectual Property, except for the license granted in accordance with these Terms. "**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights, including but not limited to copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, utility models and rights in designs.
- 5.2. License to Use Output. Poultrix hereby grants Customer a perpetual non-exclusive, non-transferable, royalty-free license to use the Output generated via the use of the Services solely for the benefit of Customer, provided however that such license excludes any use of the above in breach of the use restrictions set forth in Section 2.7 of these Terms.
- 5.3. License to Use Feedback. If Customer contacts Poultrix with any suggestions or feedback data regarding the Services, which may include suggestions for, or feedback concerning, customizations, features, improvements, modifications, corrections, enhancements, derivatives or extensions, such feedback shall be deemed to be the sole property of Poultrix and Customer

hereby irrevocably transfers and assigns to Poultrix all Intellectual Property Rights in such feedback and waives any and all moral rights that Customer may have in respect thereto.

6. Representations and Acknowledgments

6.1. **Mutual Representations**. Each Party hereby represents, warrants, and covenants to the other Party that (i) it is duly organized, validly existing and in good standing under the laws of the state of its domicile and is in good standing in each other jurisdiction in which it or any of its affiliates (to the extent such affiliate is related to these Terms) are established (if any); (ii) it has power and authority to transact its business and to execute these Terms and to perform its obligations under these Terms; and (iii) its entry into these Terms and performance thereof does not violate or constitute a breach of any agreement to which it is a Party or otherwise bound. Each Party hereby represents, warrants, and covenants to the other Party that in performing its obligations and exercising its rights under these Terms, it will comply (and shall require all the its personnel providing Services hereunder to comply) with all applicable laws.

6.2. **Third Party Software**. The Services may use or include any software developed by third party, files and components subject to open source licensing terms and conditions of the license or a third party ("**Third Party Components**"). These conditions do not apply to any third-party components accompanying or included in the application and the company disclaims any responsibility related to them. Customer acknowledges that Poultrix is not the author, owner or licensor of third-party components. Poultrix removes responsibility and liability of any kind, express or implied, for the quality, capacity, operation, performance or suitability of any third-party component. Absolutely application or any part thereof (except third-party elements contained therein) shall be deemed as Open Source, Public Domain or Publicly Available.

7. **Privacy Policy**. Poultrix respects Customer's privacy and is committed to protect the information you share with it. Poultrix believes that Customer has a right to know Poultrix's practices and procedures regarding the information that Poultrix collects and uses when Customer uses the Services. Poultrix's privacy policy, and practices and the type of information collected are described in our Privacy Policy.

8. Fees and Payment Terms

8.1. **Subscription Fees**. In consideration for the Services, Customer shall use its credit card (unless alternative payment methods are agreed in the Order) to pay Poultrix the amounts set forth in the applicable Order ("**Fees**"). Poultrix reserves the right to increase the Fees at its sole discretion at any time.

8.2. **Payment Terms and Taxes**. If not otherwise specified in the Order, the Fees shall be paid within thirty (30) days after receipt of invoice. Any payment not received by Poultrix within such period shall accrue interest at a rate of one percent (1%) per month, or the highest rate allowed by applicable law, whichever is lower. All Fees are non-cancelable for the stated Subscription Period and sums paid are non-refundable, except as expressly stated under the Agreement. All Fees are stated and payable in US Dollars, and are exclusive of VAT. Customer shall bear and pay all taxes related to or arising from these Terms, except for those taxes based on Poultrix's income. Customer may not withhold or set off any Fees due to Poultrix hereunder.

9. Disclaimer of Warranties; Limitation of Liability

9.1. WITHOUT DEROGATING FROM THE AFOREMENTIONED, THE SERVICES ARE PROVIDED BY POULTRIX TO CUSTOMER "AS IS" AND POULTRIX MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICES AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

9.2. POULTRIX, DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING THE OUTPUT WHICH CUSTOMER OBTAINS THROUGH USE OF THE SERVICES, OR THAT THE OUTPUT IS COMPLETE OR ERROR-FREE. THE OUTPUT DOES NOT CONSTITUTE AN ADVICE, AND CUSTOMER UNDERSTANDS IT MUST DETERMINE FOR ITSELF THE NEED TO MAKE ANY CHANGES TO THE POULTRY FARMING REGARDING THE SUBJECT MATTER OF THE OUTPUT. CUSTOMER'S USE OF AND RELIANCE UPON THE SERVICES AND OUTPUT IS ENTIRELY AT CUSTOMER'S SOLE DISCRETION AND RISK.

9.3. AVAILABILITY AND FUNCTIONALITY DEPENDS ON VARIOUS FACTORS, INCLUDING THIRD PARTY SERVICES, SUCH AS COMMUNICATION NETWORKS. POULTRIX DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL OPERATE AND/OR BE AVAILABLE AT ALL TIMES WITHOUT DISRUPTION OR INTERRUPTION, OR THAT IT WILL BE ERROR-FREE.

9.4. **AGGREGATE LIABILITY**. IN NO EVENT SHALL POULTRIX'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATING THESE TERMS, THE SERVICES AND THE OUTPUT (WHETHER IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE) EXCEED THE AGGREGATE FEES ACTUALLY PAID BY CUSTOMER TO POULTRIX UNDER THESE TERMS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE APPLICABLE CAUSE OF ACTION ARISES.

9.5. **INDIRECT DAMAGES**. UNDER NO CIRCUMSTANCES WILL POULTRIX BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT (INCLUDING, WITHOUT LIMITATION, LOSS RESULTING FROM BUSINESS INTERRUPTION, LOSS OF DATA, LOST REVENUE OR COSTS OF

PROCUREMENT OF SUBSTITUTE SERVICES), EVEN IF POULTRIX HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. POULTRIX SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DELAY, LOSS OR DAMAGE ATTRIBUTABLE TO THE SERVICES.

10. Confidential Information

- 10.1. **Confidentiality.** Each Party will hold all Confidential Information of the other Party, whether received prior to, on or after the Effective Date, in strict confidence and shall not directly or indirectly use (other than for the purposes as permitted hereunder), copy, transfer or disclose any such Confidential Information, unless specifically authorized by the other Party in writing. Each Party understands and acknowledges that all items of Confidential Information of the other Party are important, material and confidential trade secrets of the other Party and affect the successful conduct of its business. “**Confidential Information**” means the confidential and proprietary information of a Party, including any and all ideas, information, concepts, designs, logos, names, know how, techniques, processes, methods, inventions, products, works of authorship, discoveries, developments, source code and object code, other programming code, algorithms, innovations, improvements and other proprietary information of a Party of any kind, whether tangible or intangible, whether in written or other form, and its technical information, and operating procedures and production technologies, that is labeled or otherwise designated as confidential, or that by its nature would reasonably be expected to be kept confidential. Without limiting the generality of the above, Poultrix’s Confidential Information shall also include the Services and all intellectual property embodied therein and all intellectual property rights relating thereto. Notwithstanding the foregoing, information shall not be considered Confidential Information to the extent it: (i) is already known to the receiving Party free of any restriction at the time it is obtained from the other Party; (ii) is subsequently learned from an independent third party free of any restriction and without breach of these Terms; (iii) becomes publicly available through no wrongful act of either Party; or (iv) is independently developed by one Party without reference to any Confidential Information of the other. If Confidential Information is required to be disclosed by law, regulations, court order or subpoena, the receiving Party shall immediately notify the disclosing Party prior to making such disclosure in order to afford the disclosing Party a reasonable period of time to oppose to such order.
- 10.2. **Restrictions and Obligations.** The receiving Party shall: (i) use Confidential Information received by it solely to carry out the purposes of these Terms and for no other purpose whatsoever; (ii) limit access to any Confidential Information received by it only to its employees and/or contractors who have a need to know and only for use in connection with these Terms; (iii) advise those employees and/or contractors having access to the Confidential Information of the proprietary nature thereof and of the obligations set forth in these Terms; (iv) take appropriate action by agreement with those employees and/or contractors having access to the Confidential Information to fulfill its obligations under these Terms; (v) safeguard all Confidential Information received by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own similar information or material; and (vi) upon the disclosing Party’s request, return or destroy and certify destruction of all copies, notes, packages, diagrams, computer memory media and all other materials containing any portion of the Confidential Information to the disclosing Party. It is understood and agreed that each Party assumes full liability for a breach by any of its agents, employees or contractors of this Section 10. It is hereby clarified that each Party’s confidentiality and non-use obligations under this Section 10 shall survive the expiration or termination of these Terms, and remain in effect until each such Confidential Information is no longer deemed as “Confidential Information” as defined herein.
- 10.3. **Remedies.** The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and agree that the non-breaching Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
11. **Indemnification.** Customer hereby agrees to indemnify, defend and hold harmless Poultrix and its affiliates, and their directors, officers, employees, agents and partners (each, an “**Indemnified Party**”) from and against any and all third-party claims, demands, actions and/or proceedings based upon or arising out of Customer’s: (i) violation of the intellectual property rights of a third party; and/or (ii) breach of this Agreement, (each, a “**Claim**”), and the Customer agrees to pay Poultrix for any and all damages, obligations, losses, liabilities, penalties, fines, costs and expenses (including but not limited to reasonable attorneys’ fees) (collectively, “**Losses**”) incurred by Poultrix in connection with the Claim, or in the settlement or avoidance of the Claim.
12. **Updates.** Poultrix may change this Terms from time to time, and such change will become effective upon the date on which it is posted on the Poultrix’s website. Customer is responsible for checking Poultrix’s website regularly for such changes. By continuing to access or use the Services Customer agree to be bound by the revised Terms.
13. **Minors.** To enjoy the Services, Customer must be over the age of eighteen (18). Poultrix reserves the right to request proof of age at any stage so that Poultrix can verify that minors under the age of eighteen (18) are not using the Services. In the event that it comes to our knowledge that a person under the age of eighteen (18)s is using the Services, Poultrix will prohibit and block such user from accessing the Services and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy with regard to such User).
14. **Term and Termination**
- 14.1. **Term.** These Terms shall commence as of the Effective Date set forth in the Order, and subject to Customer’s compliance herewith, will continue for the Initial Term set forth under the Order, unless terminated earlier as provided in these Terms. Upon the lapse of the Initial Term, these Terms shall automatically renew for subsequent Renewal Terms(s) set forth in the Order (each Renewal Term and the Initial Term shall be defined together as the “**Term**”), unless either Party notifies the

other Party of its intent not to renew at least Non-Renewal Notification Period as set forth in the Order prior to the beginning of the applicable Renewal Term. The expiration or termination of one Order but not of these Terms shall not affect any other Order (if any).

- 14.2. Termination for Convenience. Either Party shall have the right to terminate these Terms by notice in writing within the Termination for Convenience Period set forth under the Order period of receipt of such notice.
- 14.3. Termination for Breach. If either Party materially breaches these Terms, the non-breaching Party may terminate these Terms upon provision of written notice to the other Party, provided that the breaching Party has failed to cure such breach within thirty (15) days following its receipt of such notice. Poultrix may terminate these Terms immediately in its sole discretion upon Customer's breach of Sections 2.7, 3, 6, 10 of these Terms.
- 14.4. Termination for Bankruptcy. Either Party may terminate these Terms in its entirety if the other Party (i) becomes insolvent or is unable to meet its debts as they mature, (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (iii) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property, or if any such receiver or trustee is appointed and not discharged within thirty (30) days after the date of such appointment.
- 14.5. Access to Customer Data. Upon termination of these Terms, Customer will lose all access to the data that Poultrix may be storing in order to make available the Services to Customer. It is Customer's responsibility to download its data prior to termination of these Terms. Poultrix reserves the right to permanently delete any Customer Data that may be contained in its servers and Customer agrees to waive any legal or equitable rights or remedies it may have against Poultrix with respect to Customer Data deleted in connection thereto.
- 14.6. Effects of Termination. Upon expiration or termination of the Agreement for any reason, (i) all rights granted herein, and any Order executed pursuant hereto, shall terminate immediately; (ii) each Party shall promptly return to the other Party, or destroy and certify the destruction of, all Confidential Information to the other Party; (iii) Customer and its Personnel shall immediately cease to use the Services; (iv) Customer shall remit in full all payments due to Poultrix according to these Terms and all Order pursuant thereto (and in the event of termination by Poultrix, only such payments accruing prior to the date thereof), and following such final payment, neither Party will be entitled to receive any payment from the other Party; (v) the following provisions shall survive the expiration or termination of these Terms: 3, 9, 10, 11, 14.5 and 15; and (vi) all other performance obligations of both Parties under these Terms shall cease.

15. Miscellaneous

- 15.1. Poultrix (and its affiliates) may use Customer's name and logo and disclose that Customer is Poultrix's customer in Poultrix's marketing material (including website).
- 15.2. These Terms constitute the entire agreement of the Parties, and supersedes any prior agreements between the parties with respect to the subject of these Terms. Modifications. Poultrix reserves the right, at Poultrix's discretion, to modify these Terms at any time. Such modification(s) will be effective 10 days following posting of the modified Terms on Poultrix's website (the modified Terms will not be posted on or via the Services), and Customer's use of any part of the Services thereafter means that Customer accepts those modifications. Poultrix therefore encourages Customer to check the Site regularly to see the most current Terms.
- 15.3. These Terms shall be governed by and construed in accordance with the laws of the State of Israel exclusive of its conflict of laws principles. Any dispute relating to these Terms will be exclusively resolved in the applicable courts located in Tel Aviv. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to these Terms. Poultrix may seek immediate relief at law or in equity for any breach by Customer in any appropriate court.
- 15.4. Nothing contained in these Terms is intended or is to be construed to create a partnership, joint venture or agency relationship. If any provision of these Terms shall be declared invalid, illegal or unenforceable, all remaining provisions shall continue in full force and effect.
- 15.5. Any failure by a Party to require compliance by the other party with any of the terms of these Terms will in no way affect the such Party's right to enforce the same, nor will any waiver by a Party of any breach of any term of these Terms constitute a waiver of any succeeding breach.
- 15.6. Neither party shall be liable to the other for any performance delay or failure to perform hereunder, exclusive of payment obligations, due to any act, omission or condition beyond the reasonable control of the affected party.
- 15.7. These Terms may not be transferred or assigned by Customer without the prior written consent of Poultrix; but may be transferred or assigned by Poultrix. Any attempted assignment or transfer of any of the rights, duties, or obligations herein shall be void if not in compliance with this subsection. These Terms shall inure to the benefit of and be binding upon each Party's successors and permitted assigns.