

HqO Terms And Conditions of Use and End User License Agreement

Effective Date: October 1, 2021

These Terms and Conditions of Use and End User License Agreement (the “HqO Terms” or “Terms”) govern the access, use, and installation of the HqO website (the “Site”), mobile or web applications (“App”), and the Internet-based tenant engagement services provided by us (collectively, the “HqO Service” or “Services”) by: (1) Site visitors, who are individuals visiting our Site to learn more about HqO (“Site Visitors”); and (2) end users of the HqO Services offered by HqO’s business customers, who are often building tenants (“Tenants”) or employees or contractors authorized by HqO business customers and Tenants to use the Services (“Tenant Authorized Users”). We refer collectively to all individuals subject to these Terms “you” or “your.”

You acknowledge and agree that by accessing or using the Services or downloading or installing the App or any related software, you, your heirs, and assigns are indicating that you have read, understand, and agree to be bound by these Terms and to comply with all applicable laws and regulations, including applicable export and re-export control laws and regulations. If you do not agree to these Terms, then you must stop accessing or using the Services.

We may revise these Terms to reflect changes to the Services, our users’ needs, our business priorities or changes in laws and regulations. We will give you notice of such revisions in accordance with legal requirements and post those changes on the Services. If you do not agree to, or cannot comply with, the modified Terms, you must stop using the Services. Your continued use of the Services after any such update constitutes your binding acceptance of such changes. The Terms were most recently updated on the effective date listed at the top of this document.

1. ELIGIBILITY

To use the Services you must be, and represent and warrant that you are, of legal age (18 years of age or older or otherwise of legal age in your jurisdiction, or, if you have parental consent, 13 years of age) and competent to agree to these Terms. If HqO has previously prohibited you from accessing or using the Services, you are not permitted to access or use the Services.

2. ACCOUNT REGISTRATION AND USE

2.1 Account Registration and Confidentiality. You may be required to create an account to use the Services. If so, during the registration process, you must select a username and password and provide us with additional information. You agree to provide us with accurate, complete, and current registration information about yourself. It is your responsibility to ensure that your password remains confidential and secure. By registering, you agree that you are fully responsible for all activities that occur under your username and password. We may assume that any communications we receive under your account have been made by you.

2.2 Unauthorized Account Use. You are responsible for notifying us at hello@hgo.com if you become aware of any unauthorized use of or access to your account. We will not be liable for any loss, damages, liability, expenses or attorneys’ fees that you may incur as a result of someone else using your password or account, either with or without your knowledge and/or authorization, and regardless of whether you have or have not advised us of such unauthorized use. You will be liable for losses, damages, liability, expenses and attorneys’ fees incurred by HqO or a third party due to someone else using your account.

3. OUR PROPRIETARY RIGHTS

The Services are owned and operated by HqO and contain materials (including all software, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks) which are derived in whole or in part from materials supplied by HqO and its partners and suppliers, as well as other sources, and are protected by United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Services. You acknowledge that the Services have been developed, compiled, prepared, revised, selected, and arranged by HqO and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of HqO and such others. You agree to protect the proprietary rights of HqO and all others having rights in the Services during and after the term of these Terms and to comply with all reasonable written requests made by HqO or its suppliers and licensors of content or otherwise to protect their and others' contractual, statutory, and common law rights in the Services. You agree to notify HqO immediately upon becoming aware of any claim that the Services infringe upon any copyright, trademark, or other contractual, statutory, or common law rights. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including without limitation rights in and to all applications and registrations relating to the Services shall, as between you and HqO, at all times be and remain the sole and exclusive property of HqO.

4. USER CONTENT AND SUBMISSIONS

4.1 User Content and Submissions. The Services may enable you to submit, post, upload, or otherwise make available (collectively, "Post") content such as photographs, questions, public messages, ideas, product feedback, comments and other content (collectively, "User Content") that may or may not be viewable by other users.

4.2 Our License to User Content. When you Post User Content on or through the Services or otherwise provide us with any feedback about our products or services, you grant HqO a world-wide, perpetual, irrevocable, royalty-free, non-exclusive, and sub-licenseable license to use, copy, distribute, reproduce, modify, edit, adapt, publicly perform, publicly display, translate, create derivative works from, sell, lease, transmit, disassemble, and publish such User Content or feedback, in whole or in part, in any format or medium now known or developed in the future, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels. Notwithstanding the foregoing, our use of your personal data shall be governed by the HqO Privacy Policy.

4.3 User Content Representations. You acknowledge and agree that all User Content that you Post is your sole responsibility. You further agree that you have all required rights to Post such User Content without violation of any third-party rights. You understand that HqO does not control, and is not responsible for, User Content, and that by using the Services, you may be exposed to User Content from other users that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Please also note that User Content may contain typographical errors, other inadvertent errors or inaccuracies. You agree that you will indemnify, defend, and hold harmless HqO for all claims resulting from User Content you Post. We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event you will cooperate with us in asserting any available defenses.

4.4 User Content Review. You acknowledge and agree that HqO and its designees may or may not, at HqO's discretion, pre-screen User Content before its appearance on the Services, but that HqO has no obligation to do so. You further acknowledge and agree that HqO reserves the right (but does not assume the obligation) in its sole discretion to reject, move, edit or remove any User Content that is contributed to the Services. Without limiting the foregoing, HqO and its designees shall have the right to

remove any User Content that violates these Terms or is otherwise objectionable in HqO's sole discretion. You acknowledge and agree that HqO does not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content.

5. LICENSE AND PROHIBITED CONDUCT

5.1 Your License. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable right to access and use the Services only for your own internal, personal, or non-commercial use, and only in a manner that complies with all legal requirements that apply to you or your use of the Services. HqO may revoke this license at any time, in its sole discretion. This license further permits you to install any HqO software or mobile applications on only on device, unless you agree to these Terms with respect to each device for which you use the Services. You may download the software whether or not you use the HqO Service, but you must associate it with your HqO account to enable its full functionality.

If you have downloaded our App, you agree to promptly download and install any new version that we make available through the iTunes App Store or Google Play store, as applicable. Some new versions may contain updated terms. Some new versions may contain security fixes and service improvements, whether or not we disclose that they do; accordingly, failure to promptly update your version of the App may in some cases expose you to increased security risks or malfunctions in the Services.

5.2 Prohibited Uses. Use of the Services for any illegal purpose, or any other purpose not expressly permitted in these Terms, is strictly prohibited. Without limitation, you will not:

- Post User Content or engage in any activity that harasses, abuses, or threatens any other person, or that contains obscene content; is false, misleading, or inaccurate; degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability or any other classification; is unlawful, harmful, tortious, defamatory, libelous, or invasive of another's privacy;
- Use the Services commercially, for benchmarking, or to compile information for a product or service;
- Run any version of the App on a jailbroken device;
- Copy, download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms), modify, distribute, post, transmit, display, perform, reproduce, broadcast, duplicate, publish, republish, upload, license, reverse engineer, create derivative works from, or offer for sale any content or other information contained on or obtained from or through the Services, by any means except as provided for in these Terms or with the prior written consent of HqO;
- Scrape, access, monitor, index, frame, link, or copy any content or information on the Services by accessing the Services in an automated way, using any robot, spider, scraper, web crawler, or any other method of access other than manually accessing the publicly-available portions of the Services through a browser or accessing the Services through any API approved by HqO;
- Violate the restrictions in any robot exclusion headers of the Services, if any, or bypass or circumvent other measures employed to prevent or limit access to the Services;
- Post material that advocates illegal activity or discusses illegal activities with the intent to commit them;
- Post or otherwise make available any material that contains any software, device, instructions, computer code, files, programs and/or other content or feature that is designed to interrupt, destroy, harm, or limit the functionality of any computer software or hardware or telecommunications equipment (including without limitation any time bomb, virus, malware,

software lock, worm, self-destruction, drop-device, malicious logic, Trojan horse, trap door, "disabling," "lock out," "metering" device or any malicious code);

- Post or do anything that could disable, overburden, or impair the proper working of the Services;
- Post, utilize or otherwise make available any other party's intellectual property unless you have the right to do so, or remove or alter any copyright, trademark or other proprietary notice contained on the Services;
- Post any trade secrets or other confidential information, or post any material that you do not have a right to make available under any law or under contractual or fiduciary relationships, including but not limited to inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements;
- Falsely state or otherwise misrepresent your affiliation with a person or entity, or impersonate any person or entity in a manner that does not constitute parody;
- Solicit personal or sensitive information from other users including without limitation address, credit card or financial account information, or passwords;
- Send spam or other advertisements or solicitations, surveys, contents, pyramid schemes, promote commercial entities, or otherwise engage in commercial activity on or through the Services;
- Frame, inline link, or similarly display the Services or any portion of the Services;
- Interfere with any other party's use and enjoyment of the Services; or
- Attempt to do any of the foregoing directly or indirectly.

6. LEGAL COMPLIANCE

You acknowledge, consent, and agree that HqO may access, preserve, and disclose your information and/or any User Content you submit or make available for inclusion on the Services, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by HqO's [Privacy Policy](#) or reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce these Terms, our Privacy Policy, or other contracts with you, including investigation of potential violations thereof; (3) to respond to claims that any content violates the rights of third parties; (4) to respond to your requests for customer service; and/or (5) to protect the rights, property, or personal safety of HqO, its agents and affiliates, its users, and the public. This includes exchanging information with other companies and organizations for fraud protection, and spam/malware prevention, and similar purposes.

7. PRIVACY

For information about how we collect, use, and share the data we collect from and about you, please see our [Privacy Policy](#) which is incorporated by reference into these Terms.

8. WARRANTIES AND DISCLAIMERS

THE SERVICES AND ITS CONTENTS, WHETHER PROVIDED BY HQO, ITS LICENSORS, ITS VENDORS OR ITS USERS, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EITHER EXPRESSED OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, OR NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. SPECIFICALLY, BUT WITHOUT LIMITATION, HQO DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THE SERVICES IS FREE OF ERRORS; (ii) THE FUNCTIONS OR FEATURES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF CONTENT) WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

If you are a California resident, you hereby waive California Civil Code §1542, which says: " A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. " This release includes the criminal acts of others.

If you are not a California resident, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT WILL HQO BE LIABLE FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF HQO HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL HQO'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID AND PAYABLE BY CUSTOMER TO HQO UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY OR, IF GREATER, ONE HUNDRED DOLLARS (\$100). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. YOU EXPRESSLY UNDERSTAND AND AGREE THAT HQO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF HQO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

9. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as above in Section 8. Accordingly, some of the above limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in Section 8 specifically does apply to you.

10. INDEMNITY

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HQO AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, OR REPRESENTATIVES (AND ALL SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING), HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, MADE BY ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF YOUR VIOLATION OF THE TERMS OR HQO PRIVACY POLICY, YOUR VIOLATION OF AN APPLICABLE LAW, YOUR SUBMISSION, POSTING, OR TRANSMISSION OF USER CONTENT TO THE SERVICES, AND/OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES, AND IN ANY EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

11. THIRD-PARTY LINKS AND SERVICES

The Services may provide (1) information and content provided by third parties; and (2) links to third-party websites or resources. HqO is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for (i) any content or other materials on or available from such sites or resources, (ii) any errors or omissions in these websites or resources, or (iii) any information handling practices or other business practices of the operators of such sites or resources. You further acknowledge and agree that HqO shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or

reliance on any linked sites or resources. Your interactions with such third parties will be governed by the third parties' own terms of service and privacy policies, and any other similar terms.

12. MODIFICATION AND TERMINATION

12.1 Modification of Services. HqO reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof), with or without notice. You agree that HqO shall not be liable to you or any third party for any modification, suspension or discontinuance of the Services.

12.2 Termination. These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion, deny you access to all or part of the Services at any time for any or no reason at all, with or without notice to you. If we terminate your right to access the Services, these Terms will terminate and all rights you have to access the Services will immediately terminate; however, certain provisions of these Terms will still apply post termination, including without limitation, the Mandatory Arbitration and Class Action Waiver provisions. Termination of your account may also include, at HqO's sole discretion, the deletion of your account and/or User Content.

13. CONTROLLING LAW

These Terms shall be construed in accordance with and governed by the laws of the State of Massachusetts notwithstanding its conflicts of law principles. Except for claims subject to mandatory arbitration, any dispute arising out of these terms and conditions or the use of this site shall be initiated and conducted in the state or federal courts in Boston, Massachusetts, and you and HqO consent to the exclusive jurisdiction of such courts.

14. GENERAL TERMS

14.1 Force Majeure. Under no circumstances shall HqO or its licensor or supplier be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control.

14.2 No Waiver. No waiver of any provision of these Terms will be binding unless in writing, no waiver of any provisions of these Terms will be deemed a further or continuing waiver of such provision or any other provision, and the failure of HqO to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

14.3 Third-Party Beneficiaries/Relationship between the Parties. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. No agency or employment between you and HqO is created as a result of the Terms or your use of the Services.

14.4 Statute of Limitations. Except for residents of New Jersey, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services and/or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

14.5 Miscellaneous. These Terms (and all terms and conditions incorporated herein) constitute the entire agreement between you and HqO and govern your use of the Services, and supersede any prior agreements between you and HqO on the subject matter. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by HqO without restriction. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by a representative of HqO. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms. You agree that any agreements

made by and between you and us in electronic form are as legally binding as if made in physical written form. If you are using the Services for or on behalf of the U.S. government, your license rights do not exceed those granted to non-government consumers. The section titles in these Terms are for convenience only and have no legal or contractual effect. Any provision of these Terms that by its nature is reasonably intended to survive beyond termination of these Terms shall survive.

14.6 Notices. We may deliver notice to you by e-mail, posting a notice on the Services or any other method we choose and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and you must use the following email address: hello@hqo.co.

14.7 U.S. Government Users. The Services constitute “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

14.8 Export Restrictions. The Terms are expressly made subject to any laws, regulations, orders or other restrictions on the export from the United States of America of the Services or information about the Services which may be imposed from time to time by the government of the United States of America. You shall not export the Services or information about the Services without consent of HqO and compliance with such laws, regulations, orders or other restrictions. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

14.9. Open Source. The Services may contain or be provided together with open source software. Each item of open source software is subject to its own applicable license terms, which can be found at <https://www.hqo.co/third-party-software-library-dependencies> and/or in the software documentation or the applicable help, notices, about or source files. Copyrights to the open source software are held by the respective copyright holders indicated therein.

15. QUESTIONS

If you have any questions about these Terms, please contact us by email at hello@HqO.co

16. Apple and Google Store-Related Terms

HqO and you acknowledge that these Terms are concluded between HqO and you only, and not with Apple Inc. or third parties that operate using the Android operating system, which is owned by Google Inc. (collectively, the “Marketplace Provider”), and that as between HqO and the Marketplace Provider, HqO, not the Marketplace Provider, is solely responsible for the Services and the HqO Service.

You may not use the Services in any manner that is in violation of or inconsistent with the usage rules set forth for the Services in, or otherwise be in conflict with, the applicable market place terms of service (the “App Store Terms of Service”).

Your license to use the Services is limited to a non-transferable license to use the Services on an iOS product or Android-based product, as applicable, that you own or control, as permitted by the usage rules set forth in the App Store Terms of Service. The Marketplace Provider has no obligation whatsoever to provide any maintenance or support services with respect to the Services. If you have

any questions, complaints or claims with respect to the Services, they should be directed to the HqO Customer Support at hello@hqo.com.

The Marketplace Provider is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Services on an iOS product to conform to any applicable warranty, you may notify Apple Inc., and Apple Inc. will refund the purchase price for such Services to you, if any; and, to the maximum extent permitted by applicable law, Apple Inc. will have no other warranty obligation whatsoever with respect to such Services, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be HqO's sole responsibility, to the extent it cannot be disclaimed under applicable law.

HqO and you acknowledge that HqO, not the Marketplace Provider, is responsible for addressing any claims of you or any third party relating to the Services or your possession and/or use of the Services, including, but not limited to: (a) product liability claims; (b) any claim that the Services fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the Services or the end-user's possession and use of the Services infringes that third party's intellectual property rights, as between HqO and the Marketplace Provider, HqO, not the Marketplace Provider, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

HqO and you acknowledge and agree that Apple Inc., and Apple Inc.'s subsidiaries, are third party beneficiaries of this EULA with respect to the Services, and that, upon your acceptance of the terms and conditions of this EULA, Apple Inc. will have the right (and will be deemed to have accepted the right) to enforce this EULA against you with respect to the Services as a third party beneficiary thereof.

The Google Play marketplace is owned and operated by Google. Your use of Google Play is governed by a legal agreement between you and Google consisting of the Google Terms of Service (found at <http://www.google.com/accounts/TOS>) and the Google Play Terms of Service (found at https://play.google.com/intl/en-US_us/about/play-terms.html). In addition, your use of Google Play is subject to the Google Play Business and Program Policies (<http://play.google.com/about/androiddeveloper-policies.html>). The Google Play Terms of Service, Google Play Business and Program Policies, and Google Terms of Service will take precedence in that order in the event of a conflict between them, to the extent of such conflict.

