



PUBLICATIONS SUBSCRIPTION AND ACCESS AGREEMENT

TERMS & CONDITIONS FOR SUBSCRIBERS TO THE ELECTRONIC PUBLICATIONS

THIS SUBSCRIPTION AND ACCESS AGREEMENT ("Agreement") by and between CALEA®, Inc., a Maryland Corporation, located at 13575 Heathcote Boulevard, Suite, 320 Gainesville, Virginia 20155-6660 ("Licensor"); and Central Falls Police Department, located at 160 Illinois Street, Central Falls, RI, 02863 ("Licensee") intending to be legally bound, for CALEA to provide to Licensee, subject to this Agreement, access to CALEA's electronic publications for the purpose of CALEA Accreditation, research, general resource, or other approved purpose.

I. Content of Licensed Materials; Grant of License

The materials that are the subject of this Agreement shall consist of electronic information published or otherwise made available by Licensor which includes the following:

- (a) CALEA Standards for Law Enforcement Agencies;
- (b) CALEA Standards for Public Safety Communications Agencies;
- (c) CALEA Standards for Public Safety Training Academies;
- (d) CALEA Standards for Campus Security Agencies;
- (e) CALEA Process and Programs Guide (hereinafter referred to as the "Licensed Materials");
- and
- (f) CALEA Guide to Successful Accreditation Management.

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor and/or its suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement. Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement. In the event Licensee elects to export data from any of the electronic publications, all of the terms contained within this agreement will apply, with the provision to include downloading of the data to a Licensee electronic file. Data exported will be used for public safety accreditation management or scholarly, educational use only and these data cannot be resold or used for other commercial purposes, posted on a subscription or free site, or forwarded beyond the initial export/download, without the written permission from CALEA. Licensee acknowledges CALEA® copyright and agrees to cite CALEA when using data from the publication(s).

April 2015

Central Falls Police Department

II. Delivery/Access of Licensed Materials to Licensee

Licensors will provide the Licensed Materials to the Licensee through Networked Access or Local Access via an application developed and supported by PowerDMS, Inc. (PowerDMS). The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized networks of Licensee. Any use of PowerDMS's application or other services shall be subject to the terms and conditions set forth in Addendum A.

III. Fees

(a) **SUBSCRIPTION FEES** – The annual Subscription Fees are determined by CALEA customer type. Licensee shall select one of the following CALEA customer types:

CALEA Enrolled Agencies

Organizations currently enrolled in one of the four CALEA Accreditation Programs (Law Enforcement, Public Safety Communications, Public Safety Training Academy and CALEA Campus Security Accreditation). Each CALEA Accreditation Program comes with automatic enrollment in the applicable CALEA PowerDMS Assessment Tool(s). **Subscription payments, including the fees applicable to the CALEA PowerDMS Assessment Tool(s) in which the organization is enrolled, are included in accreditation payment installments.**

Non-Enrolled Agencies

Organizations currently not enrolled in one of the four CALEA Accreditation Programs. The annual subscription fee is \$900 (payments may be applied to accreditation fees after CALEA Enrollment on a prorated basis determined by CALEA).

Non-Public Safety Academic Institutions

Organizations that primarily serve for the purpose of providing education support and research. Libraries are an example of this customer type. The annual subscription fee is \$200.

Individuals

Persons not associated with a CALEA Enrolled, Non-Enrolled or Non-Public Safety Academic Institution. Individuals are not eligible for site licenses. The annual subscription fee is \$80.

CALEA reserves the right to change a Licensee's customer type at any time during the duration of Agreement.

(b) **BILLING** -Licensee shall be billed annually, in advance, at rates set forth by CALEA on an invoice. Payment shall be due and payable upon receipt of the invoice. Accounts not paid in full within 30 days of the invoice date shall be considered delinquent and may result in a disruption of licensed materials access. NOTE: This disruption will impact the functionality of PowerDMS services for those entities subscribing to that service.

Central Falls Police Department

- (c) **BILLING ENTITY** CALEA shall serve as the billing entity and, with exception of CALEA Enrolled Agencies, all invoices associated with this agreement are separate and apart from other services provided by CALEA, including but not limited to accreditation services, other software services, conference services, and other products. When applicable, fees associated with the CALEA PowerDMS Assessment Tool(s) shall be reflected as a separate line item on the invoice for collection by CALEA and remittance to PowerDMS.

IV. CALEA Commitment to Customer Service

In order to support its customers and maintain contemporary publications, and to leverage technology, CALEA may periodically make changes to the content, design and delivery of its Publications and Services. This includes the updating of standards and the respective manuals.

CALEA will make reasonable efforts to notify Licensee of changes when they are material through corporate website notices, but in any case Licensee continued use of the Subscription Services shall constitute Licensee assent to this Agreement as it is then in effect. If Licensor changes this Agreement, Licensor will make notification through electronic transmittal, and the changes will become immediately effective. Accordingly, Licensee should visit the Site periodically to review the then-current services.

V. Authorized Use of Licensed Materials

- (a) **Authorized Users** - Authorized Users are Persons Affiliated with Licensee directly or through a subscribing entity in which they are employed or directly affiliated for a specific purpose that supports the entity's mission. This may include full or part-time employees of the subscribing entity. A licensee may not share access to the publications with other entities or affiliates of other entities, or other individuals. This includes the sharing of access among public safety organizations.
- (b) **Authorized Uses.** Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials. The Licensed Materials may be used for purposes of CALEA Accreditation, research, education or other noncommercial use as follows:
1. Display - Licensee and Authorized Users shall have the right to electronically display the Licensed Materials as necessary to support the use intent of the materials.
 2. Digitally Copy - Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials for the licensee's use and not for redistribution in any manner.
 3. Print Copy - Licensee and Authorized Users may print a reasonable portion of the Licensed Materials for redistribution within the non-commercial environment, but not for redistribution outside of the licensed entity.

4. Databases - Authorized Users shall be permitted to extract or use information contained in the database for accreditation, educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
5. Electronic Links - Licensee may provide electronic links to the Licensed Materials from Licensee's intranet (internal to the entity) page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor.
6. Caching - Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.
7. Scholarly Sharing - Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.

VI. Access by and Authentication of Authorized Users

Licensee and its Authorized Users shall be granted access to the Licensed Materials. This access will be established by CALEA or PowerDMS as necessary to ensure the seamless delivery of publication services to the licensee, under protocol established by CALEA or PowerDMS. The development of specific connection protocols shall be identified and authenticated by such means as may be developed during the term of this Agreement to meet the service delivery requirements of this agreement.

VII. Specific Restrictions on Use of Licensed Materials

- (a) Unauthorized Use - Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.
- (b) Modification of Licensed Materials - Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.
- (c) Removal of Copyright Notice - Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- (d) Commercial Purposes - Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

VIII. Licensor Performance Obligations

- (a) Availability of Licensed Materials – Within 30 days, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.
- (b) Support – General access support will be provided by CALEA staff and technical support will be provided by PowerDMS where required.
- (c) PowerDMS services – Licensees using PowerDMS services will receive all technical support from PowerDMS as defined within the PowerDMS licensing agreement.

IX. Licensee Performance Obligations

- (a) Provision of Notice of License Terms to Authorized Users - Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.
- (b) Protection from Unauthorized Use - Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (1) Licensor may terminate such Authorized User's access to the Licensed Materials, (2) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (3) Licensee may terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than sixty (60) days and cooperating with the Licensee to avoid recurrence of any unauthorized use.
- (c) Maintaining Confidentiality of Access - Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by Licensor.

X. Mutual Performance Obligations

- (a) Confidentiality of User Data - Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.
- (b) Implementation of Developing Security Protocols - Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

Central Falls Police Department

XI. Term

This Agreement shall take effect when the authorized representative of Licensee and the Executive Director of CALEA signs the Agreement. This Agreement shall be effective upon signing by the second party and payment of appropriate subscription fees, the "Effective Date." The Term of this Agreement shall be one (1) year, commencing on the Effective Date. Sections of this Agreement specific to the authorized use and users will survive any expiration, cancellation or termination of this Agreement.

XII. Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall not be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XIII. Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

XIV. Limitations on Warranties

Notwithstanding anything else in this Agreement:

Central Falls Police Department

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to any services provided by PowerDMS. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

XV. Indemnities

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

XVI. Assignment and Transfer

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

XVII. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

Central Falls Police Department

XVIII. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XIX. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XX. Waiver of Contractual Right

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXI. Governing Law

Laws will be governed by the state of Virginia regarding disputes arising from this agreement.

**SIGNATURE PAGE
ACCEPTED AND AGREED:**

Licensee

Signature: 

Name: James Mendonca

Title: Chief of Police

Date: 7/29/17

CALEA®

Signature: _____

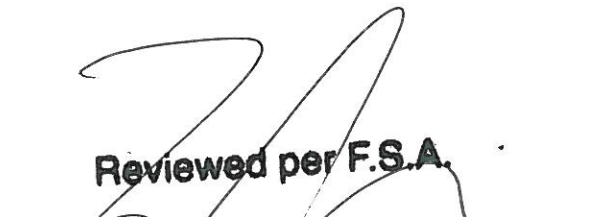
Name: W. Craig Hartley, Jr.

Title: Executive Director

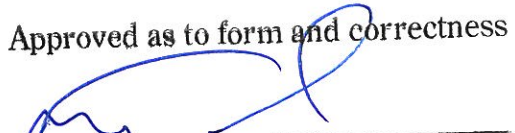
Date: _____

CALEA has caused this Agreement to be executed on _____.

Adm Lic 04/2015


Reviewed per F.S.A.

Leonard Morganis
Administration & Finance Officer

Approved as to form and correctness


City Solicitor

Addendum A

CALEA PowerDMS Assessment Tools Terms and Conditions

Thank you for enrolling in our CALEA PowerDMS Assessment Tool (the “**Service**”) utilizing our PowerDMS document management software application (collectively, “**Software**”), through our access-controlled website (the “**Site**”). These Terms and Conditions (the “**Terms**”) govern your subscription for the Service (the “**Subscription**”) and your use of the Service, the Software and the Site. These Terms also govern any use of the Service by any person who has been supplied a user identification and password for the Service by you, on your behalf or at your request (each a “**User**”), and you agree to be responsible for any use of the Service by any of your Users. By using the Service or permitting any User to use the Service, you agree to these Terms. If you do not agree to all of the Terms, you do not have the right to access or use, or permit any User to access or use, the Site, the Service or the Software.

1. Limited Right to Use Service During Subscription Period

You are granted a nonexclusive, nonassignable, revocable right during the specified period of your Subscription (the “**Subscription Period**”) to access the Site and use the Service and the Software and to permit those Users included in your Subscription to do so, subject to your payment of all fees applicable to your Subscription and these Terms. At the end of the Subscription Period, the use of the Service by you and your Users will terminate unless the Subscription Period is renewed. Use of the Service may be terminated by us in the event of the breach of these Terms by you or any User.

2. Our Rights in the Site, the Service, and the Software

We retain all rights in the Site, the Service, and the Software. Except as expressly provided in these Terms, no license or other right is granted to Customer or any User in the Site, the Service or the Software. Our name, logo(s), and product name(s) associated with the Service are trademarks belonging to us or to third parties, and they may not be used without our prior written consent.

3. Restrictions

You agree to comply, and cause your Users to comply, with all applicable laws in using the Service.

You agree that neither you nor any of your Users will (i) modify, translate, or create derivative works of the Software; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code or any other technology used to provide the Service; (iii) sublicense, resell or distribute the Software in any manner or form; (iv) share Service login credentials with other parties, (v) “frame” or “mirror” the Service, or (vi) assign or transfer any rights with respect to the Site, the Service or the Software.

Central Falls Police Department

You will not submit, or permit any User to submit, to the Service any data, information or material (“**Customer Data**”) that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing of any third party rights, invasive of personal privacy, protected by the Health Insurance Portability Accountability Act (HIPAA), and/or restricted data, as that term is defined in Title 28, Part 20, Code of Federal Regulations, or otherwise deemed objectionable by us in our sole discretion.

4. Passwords and Access

You are responsible for maintaining the security and confidentiality of, and are responsible for all activities undertaken, using the usernames and passwords assigned to your Users. You agree to notify us immediately if you become aware of any unauthorized access or use of the Service using any such username or password or otherwise.

5. Your Data

As between you and us, all Customer Data submitted by you or your Users to the Service will remain the sole property of you or such Users. You hereby grant us a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary (i) to provide, maintain and improve the Service and (ii) to confirm compliance with the terms of this Agreement.

You will have sole responsibility, and we assume no responsibility, for the Customer Data.

During the Subscription Period, you may extract (in native format or common format of digital file) and/or purge Customer Data at any time directly through the Service. We shall have no obligation to retain any Customer Data or to make the Customer Data available other than through the self-service method provided through the Service during the Subscription Period.

6. Confidentiality

“**Confidential Information**” means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in connection with the Service or these Terms and (i) would reasonably be considered to be of a confidential nature or (ii) is confirmed in writing at the time of disclosure to be confidential.

Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate, at the sole expense of the providing party, with any attempt to procure a protective order or similar treatment.

Central Falls Police Department

Neither party (nor, in Customer's case, any User) will use the other party's Confidential Information except as reasonably required for the performance of the Service and these Terms. Each party agrees not to disclose (or, in Customer's case, permit its Users to disclose) the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one (1) year after the termination or expiration of the Subscription Period.

Each party will, upon the request of the disclosing party, destroy all Confidential Information and all copies thereof in the receiving party's possession or control.

In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand. The disclosing party shall promptly reimburse any expense or cost (including attorneys' fees) incurred in connection with the challenge to or compliance with such legal process.

7. Disclaimers and Limitations

THE SITE, SERVICE OR SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE, SITE OR SOFTWARE. WE DO NOT WARRANT THAT USE OF THE SITE, SERVICE OR SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. WE MAKE NO WARRANTY THAT THE SITE, SERVICE OR SOFTWARE COMPLY WITH THE LAWS OF ANY JURISDICTION OTHER THAN THE UNITED STATES. WE MAKE NO WARRANTY AS TO THIRD PARTY SERVICES OR CONTENT THAT MAY BE AVAILABLE OR ACCESSIBLE THROUGH THE SERVICE.

IN NO EVENT WILL WE BE LIABLE FOR (I) ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OR CORRUPTION OF DATA, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THE SERVICE OR THESE TERMS, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, OR (II) ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID TO US BY YOU WITH RESPECT TO THE SUBSCRIPTION.

8. Indemnification

You agree to release, indemnify and hold us, our officers, employees and supporting contractors harmless from any (a) claim or demand made by any third party due to or arising out of the use of the Service by you or your Users, your violation of these Terms, or the infringement by you, any User or any of the Customer Data of any right of any person or entity, together with any court costs and reasonable attorneys' fees incurred in connection with such claim or demand, or (b) damages, losses, costs, expenses, judgments or liability arising from the use of the Service by you or your Users in any jurisdiction other than the United States.

Central Falls Police Department

9. Modifying or Suspending Services

We reserve the right to make changes and updates to the functionality and/or documentation of the Service from time to time.

We reserve the right to suspend the use of the Service by any User if we believe such User's use of the Service is disrupting the Service, causing harm to our computers, systems or infrastructure or violating any applicable law or the rights of any third party (or would be likely to do any of the foregoing if continued).

The Service may also be suspended to the extent that the provision of the Service is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond our control.

10. Choice of Law; Jurisdiction

These Terms will be interpreted in accordance with the laws of the State of Florida and applicable federal law, without any strict construction in favor of or against either party. Any action arising under or relating to these Terms shall lie within the exclusive jurisdiction of the State and Federal Courts located in Orange County, Florida.

11. Assignment; Third Parties

You may not assign the Subscription without our prior written approval. There are no third-party beneficiaries to the Subscription or these Terms.

12. Entire Agreement; Waiver; Modification

These Terms comprise the entire agreement between you and us, and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and us, regarding the subject matter contained herein. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision. We reserve the right to modify these terms from time to time, and will tell you about any modification through the Service or by an email message to the email address you provide for the purpose of receiving notifications with respect to the Service. Modifications will take effect no earlier than ten (10) business days after notice is given.

13. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and these Terms will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from these Terms.