sdi

Silicon Valley

Terms and Conditions - THIS CONTRACT is between Software Developers Inc (SDI), a Corporation having its office at 18809 Cox Avenue, Suite 100, Saratoga, CA - 95070, USA and the individual or business (Client) accepting this contract, and submitting or signing this contract online or in written form. ("Client" shall unless conflicting with the context or meaning thereof, be deemed to include its assignees and successors).

Detailed documents may be attached as Exhibits to this contract or referred to herein. Upon execution, these documents will become a permanent part of this contract.

The policies, terms and conditions below, limit SDI's liability and obligations to you. We urge you to carefully read the following terms and conditions.

1. ACCEPTANCE - By accepting or submitting this contract electronically or in writing, you, the Client, agree to be bound by this contract. No variation of these conditions will be binding unless made in writing and signed by a Director of SDI. If you do not accept this contract in its entirety, you may not access or use our services. If you agree to this contract on behalf of a business, you represent and warrant that you have the authority to bind that business to this contract. In that event, "you" and "your" will refer and apply to that business.

2. TERM - This contract shall become effective immediately on execution and will continue until the services have been provided and SDI has been paid in full for such Services.

3. CLIENT REPRESENTATION - SDI provides Design, Programming, Sales & Marketing services for Apps, Websites and Software, amongst other services. The Client acknowledges that for providing any or all of these services, SDI will need to obtain information and instructions from the Client with regards to the contracted service(s). During the course of receiving these services, the Client shall make available to SDI, representative(s) of sufficient seniority to make decisions and give instructions on behalf of the Client to SDI. Any instructions given by such representative(s) may be relied upon fully by SDI.

4. SCOPE OF WORK - The specifications mentioned in this contract (and attached exhibits if any) constitutes the entire scope of work. SDI may have provided details or specifications in documents or emails prior to this contract. Those details are not valid and are not included in this contract unless they are attached as Exhibits to this contract.

5. CHANGE REQUESTS - Client understands that SDI's services may include a specific number of tasks, designs, pages, features, content and/or functionalities. If the Client desires additional tasks, designs, pages, features, content and/or functionalities and/or provides any variation to the originally agreed specifications in this contract (and attached exhibits), then they will be considered as 'change request(s)' and SDI will notify the Client that it is a 'change Request'. If the Client still wants to proceed with the change Request, then SDI will bill the work on a time and materials basis, at SDI's standard hourly rates of $30/hour or provide a fixed cost. SDI may also extend the delivery schedule for the original contract. Change requests are performed at SDI's discretion, depending upon the feasibility as determined by SDI. SDI is not obligated to complete change requests or changes outside of the scope of work on the original contract. If the Change Request alters the scope of the project by more than 20%, then SDI may submit a new proposal to the Client. If a Client requests for cancellation of an 'change request', then SDI may accept it, at its discretion. Cancelled 'change requests' do not cancel the Original Contract. Once a 'Change request' is confirmed by both parties via email or signed document, it becomes part of this contract.

6. DESIGN - If the Client requires SDI to provide design services and such design is left partly or wholly to the discretion of SDI, then SDI will provide design services to the best of its abilities. Client should provide clear written instructions on design expectations if any. SDI may provide up to 3 design iterations to meet a client's expectations. SDI cannot be liable to the Client if such design or other aspect does not meet with the Client's approval within these 3 iterations and design services will be deemed to be rendered. Additional iterations may be provided by SDI with or without additional costs at SDI's discretion. SDI can deliver design source files to the Client in professional design formats such as Photoshop (.psd) on project completion.

7. CONFIDENTIAL INFORMATION - SDI agrees, to hold in strictest confidence, and not to use, except for the benefit of the project, or to disclose to any person, firm, or corporation without the prior written authorization of the Client, any Confidential Information provided by the Client. "Confidential Information" means any of the Client's

proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business plans, research, product plans, products, services, customer lists or other business information disclosed to SDI by the Client.

8. DELIVERY TIMELINES - Delivery timelines provided by SDI are estimates. These estimates depend on a variety of factors. This is in part because it is difficult to complete a service without design, programming or testing approvals and active participation from the Client. In addition, if the Client continues to submit additional content thoughts and content throughout the service process, or requests additional modifications to the design or programming, the completion time frame may increase. Other factors that may influence the completion date of a service may be due to the complexity of Client's project(s) or payment delays from the client. Client understands, agrees and acknowledges that SDI does not guarantee a time frame for the completion of any service. Also, If a Client does not respond to SDI communications within 15 business days and, as a result, SDI is not able to start or complete the service, Client is still responsible for all fees incurred by SDI. Should circumstances arise that make it impossible to complete the project by the estimated date of completion, including but not limited to Client failure to provide SDI with requested information in a timely manner, SDI reserves the right to change the estimated date of completion.

9. NON SDI WORK - If SDI is asked to integrate, modify or incorporate any work, codes and designs, that was previously created by other companies, then SDI cannot be responsible for non-performance or performance standards of such previous code. SDI will still make all efforts to debug and optimize Non SDI codes if it's within the scope of this contract at its discretion. If they are out of scope of this contract, then Client agrees that all time spent by SDI on these services are billable and agrees to pay for all fees incurred by SDI.

10. 3RD PARTY PRODUCTS AND SERVICES - Clients may request the use of third-party services or software, or SDI may suggest the use of third-party services or software to its clients. These may include pre-packaged Apps, Software, Web templates, database, e-commerce store modules, merchant accounts, Payment gateways, Banking services, Advertising modules, Ad services, Hosting services, or API's. SDI is not liable for performance related issues caused by using these 3rd party products, services or API's but will assist in resolving them as and when they occur during the project development or within the Guarantee period. Use of such third-party services will be at Client's own risk and subject to the terms and conditions of those third parties. It is

Client's sole responsibility to ensure that the use of third-party services or software complies with third-party terms of use and licenses, this contract, and any and all applicable laws. Client releases SDI from any and all liability associated with the use of third-party services or software. SDI cannot guarantee that use or access to any third-party services will be compatible, uninterrupted, error free, or without defects. SDI cannot provide support or service for website and/or Software and/or apps hosted on third party servers or non-SDI servers. If SDI is unable to complete its services as a result of a 3rd party's service being incompatible or conclusive, or because of lack of contract between the client and the 3rd party, then SDI cannot be held liable for non-completion and SDI's services will be deemed to be rendered and completed.

11. 3RD PARTY COSTS - Any 3rd party services and costs that are agreed to in advance by Client that may need to be implemented such as API Costs, Hosting charges, Paid subscriptions to various websites, PPC ads for Google/Yahoo, stock images, or any other paid advertising, traveling and purchase costs will be paid dollar for dollar either directly by Client or Client will reimburse SDI for the exact amount after SDI has paid for these services.

12. OWNERSHIP - All services and/or products provided by SDI including Sales, Marketing, Social Media Marketing, Design, Programming, Server hosting, Domain name registration, SEO, database design and architecture, App, website or software programs created or maintained by SDI are the property of SDI until Client has paid all fees as agreed between the client and SDI. On receipt of complete and full payments as per this contract, SDI can transfer complete ownership and source codes to the client. SDI may provide verbal or written instructions on how to use any of SDI's delivered services/products. After delivery, day to day management, maintenance, data entry and testing is the sole responsibility of the Client. SDI may provide the above services at additional charges if requested by the client.

13. ONSITE SERVICES - SDI's sales, design and development centers and its personnel are located in offices in the U.S, India and Australia. If a client requires SDI to provide Onsite services at a site of client's choosing, then SDI may provide it at its discretion. In such an event, SDI may bill onsite hourly charges at $30/hour/personnel for the time spent at a client's location. The Client shall also bear the traveling, boarding and lodging expenses for SDI personnel at actuals without markups.

14. SALES AND MARKETING - If it's part of this contract, SDI will implement agreed upon sales & marketing activities on behalf of the client. Client will provide information and ad content when/if required and will co-operate by lending their experience and knowledge for this process. SDI will be responsible for the complete execution and implementation of the activities/strategies detailed in this contract. SDI will inform the client regularly about its activities but cannot wait for a client's approval as activities are planned, modified and implemented continuously to get best results. Client should monitor the activities and let SDI know if any activity needs to change or be stopped. The Client is solely responsible for the quality, guarantee and performance of its product, services, and/or its business. If SDI receives complaints from customers about the quality of a client's product or service, the Client accepts full responsibility in resolving the customer's complaint. SDI will purely providing marketing and sales services without taking any liability for the client's product and/or services and client agrees to indemnify SDI in case of any claim by a customer or 3rd party. Client understands and accepts that SDI's sales, marketing and/or SEO/SMM services are provided without any guarantees for success or performance unless explicitly agreed. It is the client's obligation to pay fees due to SDI as set out in the agreed contract. Client must also pay all due commissions and fees as per the agreed schedule and/or achieved goals.

15. DESIGN AND PROGRAMMING STANDARDS - SDI follows design and programming standards as per internal documents known as "SDI Design and Programming standards". This document may be revised regularly as technology changes necessitate improvements on a constant basis. A copy of this document can be provided to the client on request. If client requires any specific standards of design or programming which are different from SDI's standards, then the client must provide those standards and/or requirements in a detailed document before the start of the project and SDI may then decide to accept or reject the project. If client needs a change or variation to SDI's Design and Programming standards, then this request must be made before the start of SDI's services under this contract.

16. CUSTOM AND READY CODE - SDI may build parts or the complete website, app or software from custom code created from scratch and or use ready-made code as deemed best at its discretion. If the client wants SDI to provide 100% or maximum custom code created from scratch, then SDI can research and let the client know if it's feasible and if any additional charges are applicable to create the project. This request has to be made before the start of any contract between SDI and the Client.

17. APP DEVELOPMENT - All apps are developed as Native or Framework or Hybrid apps. Native apps will be created via the SDKs provided by the principal company such as Apple Inc for iPhone/iPad apps, Google Inc for Android apps, or as per the 3rd party SDK that is employed for the service. SDI's responsibility is to provide a working app under the latest version of the SDK at the time of delivery. If client wishes to make the app compatible with future versions, SDI may charge an additional fee as and when client requests compatibility with the latest version of the SDK. For framework apps, SDI may use ready-made code, ready-made CMS and/or ready-made Frameworks in addition to custom created code to create web services, apps or software. These ready-made codes may be used to expedite project development and will be used at SDI's discretion as deemed feasible for the project.

18. DEDICATED STAFF SERVICES - SDI may provide Dedicated staff (Which may include Dedicated programmer/designer/Sales/SEO/SMM/Testing personnel) or Hourly Rate contracts as part of its services. This contract will be fixed for the specific period as discussed and decided between SDI and the Client (Typically month-to-month). This may renew weekly or monthly or as per the agreed timeframe. In this service, the client is paying for the time and hours worked and not for any specific deliverable(s) or results. The assigned personnel will do all tasks as physically possible during the working hours within the contract period. The delivered services do not carry any warranty or guarantee and will be done to SDI's best efforts. SDI's responsibility on the deliverables will be till the end of the contract period only and no tasks will be taken up on expiration of the contract period. Once the contract expires, SDI will hand over all work files to the client if requested and from then on SDI will not be responsible for the performance, integrity, quality or security of the services rendered or delivered. Client agrees that there is no guarantee of the perceived or real quality of work for Dedicated Staff or Hourly-Rate contracts. Clients may dispute hours during the 7 days following the close of a weekly or monthly contract period. It is the Client's responsibility to review the work submissions of every contract on a weekly basis and file any disputes on a timely basis. Once the dispute period has passed, the charges are accepted by the Client and can no longer be disputed. Disputes can only address the hours billed, not the quality of the work performed or deliverables.

19. BUG RESOLUTION GUARANTEE - All websites, apps or software apps produced and delivered by SDI may contain bugs or problems in functionality or delivered features, unknown to SDI. This does not include problems arising or caused by outside sources and/or third party apps. If SDI is notified by the client in writing about bugs in

the website, app or software for a period of up to 180 days from the date of delivery or date of services rendered, then SDI will make all efforts to resolve the bugs and a solution will be sent to the client. This is known as a Bug-resolution guarantee. The bug resolution services will be provided with reasonable skill and care in accordance with usual industry practice and in a timely, workmanlike and effective manner. SDI disclaims to the fullest extent permitted by law all warranties of any kind whether express or implied.

20. TESTING - For websites, SDI provides testing on 2 popular internet browsers on any 1 platform (Windows or Mac) for all website design and development orders that it undertakes. For Apps, SDI tests each app on upto 2 devices per platform. Client can provide their choice of browsers, device types and brands for testing their deliverables. If the client wants the website and/or App to be tested on more than 2 browsers/devices or for multiple platforms then SDI may apply an additional fee and provide the service after receiving confirmation and payments from the client.

21. If domain name registration is purchased through SDI then Client agrees to pay SDI for domain names purchased and/or renewed by SDI on Client's behalf unless otherwise agreed in writing. Domain names purchased by SDI on Client's behalf are the property of SDI until Client has paid all fees. If a client requests transfer of a domain name to another registrar or server, then SDI may do so on receipt of full payment for all services billed. Domain names are purchased through a third party service on Client's behalf without any guarantees for availability. If Client ceases to pay domain renewal, hosting or other fees due to SDI then due ownership of any domain names purchased by SDI on Client's behalf or controlled by SDI are transferred to SDI. Then SDI may allow the domain name(s) to expire, may renew the domain name and remain the owner, or SDI may sell the domain name at its sole discretion and for SDI's sole benefit.

22. RESOURCE REALLOCATION - After the start of SDI's contract for its services, if the client discontinues communication with SDI for any reason without informing SDI and then requests for restarting the project after an absence in communication with SDI of at-least 30 days, then SDI may apply resource reallocation charges before re-starting the project. Resource reallocation charges are calculated at a minimum of 20% of the original contract value and SDI will expect this payment upfront before restarting the project. In the event that the Client fails to supply information or instructions within 30 business days of an email or written request from SDI and SDI is thereby unable to perform its obligations under the contract, SDI shall be entitled forthwith to terminate

this contract. In the event of such termination, the Client shall be liable to pay for all work undertaken by SDI on behalf of the Client prior to termination at SDI's standard hourly rates (currently US$30/hour) or as per the agreed rate per hour between SDI and the client, together with all costs and expenses reasonably incurred by SDI as a result of such early termination.

23. LATE PAYMENT - Overdue balances may be charged a monthly service fee of 1.5% (or the greatest amount allowed by California law).

24. COMPENSATION - The total compensation for this contract shall be as set forth in this contract and/or attached exhibits. Payments shall be made in installments according to the schedule set forth in this contract and/or attached exhibits.

25. CONDUCT - SDI will provide services professionally and honestly following standard business practices and ethics. If a client employs rude, improper or abusive language or behavior in communication with SDI or its employees, then SDI reserves the right to refuse to provide its services at its sole discretion anytime. In such an event, SDI will bill for all services provided to the client till such an event and reserve the right to terminate the contract without any additional liabilities from SDI to the client for the contracted service(s).

26. CANCELLATION - This contract shall not be cancelled unilaterally by the Client, except with the written consent of SDI. Such cancellation can only be on the terms that the Client shall indemnify SDI in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by SDI as a result of cancellation. If the Client requests cancellation of a contract before the work is completed, a cancellation fee of up to 100% of the Project value may be retained by SDI based on the amount of work completed and services rendered by SDI. Client agrees that all fees incurred due to work rendered by SDI's staff prior to cancellation effective date are valid and Client agrees to pay. Client must notify SDI in writing or via email to terminate the account services and avoid further charges. SDI will respond within 10 business days to any request for cancellation. The effective date of cancellation is to be 30 days from the date of SDI's receipt of written notice to cancel.

Requests for cancellation of this contract should be sent to the following address:

Attn: Software Developers Inc, 18809 Cox Avenue, Ste 100, Saratoga, CA - 95070, USA

Requests may also be emailed to team@sdi.la.

27. OBLIGATIONS AFTER CANCELLATION - By accepting a refund in full or with a cancellation fee, Client agrees that the matter is settled in full and releases SDI, its officers, owners, members, agents and employees of any and all contractual obligations and waives all claims of any nature, including legal action, against SDI's its officers, owners, members, agents and employees. In its discretion, SDI may set off amounts due against other amounts received from or held for Client, make appropriate reports to credit reporting agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

28. REFUNDS - Refunds of the fees paid for SDI's services may be issued on accounts cancelled within 60 days of the initial sale and prior to the completion of the service according to the following schedule:

A) A minimum of a 50% cancellation fee will be retained by SDI on cancelled accounts even if no work has been started.

B) A minimum of a 75% cancellation fee will be retained by SDI on cancelled accounts if work has been presented to the Client; or SDI has made multiple attempts to work with the Client, and Client has not responded to those attempts.

C) No Refund will be issued after services have been rendered.

D) NO REFUND will be issued by SDI if Client cancels after 60 days from the date of initial sale or the submission date of this contract.

The cancellation fee is charged to compensate SDI for up-front expenses and services rendered, including but not limited to, costs incurred for the purchase of domain name(s) for developing the website, securing server space, creating the temporary website and/or software and/or app, employee expenses, employee time, marketing, and overhead costs, resource allocation and planning services. Client agrees that all fees incurred and billed prior to cancellation date are valid and Client agrees to pay. SDI may also engage the services of a collection agency to collect its balances. To the extent permitted by the law of the state of the billing address on file for Client at the time

account is sent to a collection agency, SDI may also charge Client for any collection agency fees and/or attorney's fees billed to SDI for collecting from Client.

29. PROJECT APPROVAL - Upon Client approval for any of SDI's services/products to go live, Client explicitly agrees that the contracted services have been rendered and functionality of the service has been tested and approved by Client. SDI has no liabilities or responsibilities of any kind towards the client after this except for the bug resolution guarantee for 180 days from the date of delivery.

30. VIRUS AND MALWARE CHECKS - SDI shall undertake standard virus and malware checks of any asset that is being created and provided to a client which may include a website, App, Software and/or Hosting services. The Client recognizes that even with such checks SDI cannot guarantee that viruses or malware attacks will not occur once the asset has been delivered and it is the client's responsibility to ensure that the asset undergoes continuous checks and protection. Accordingly, SDI shall not be liable for any costs, claims, damages, expenses, or liability (including without limitation consequential loss or damage) arising whether direct or indirect as a result of any viruses or malware occurring for any reason.

31. HOSTING - If the client purchases hosting space through SDI then Hosting charges are billed in advance for a year (unless agreed otherwise) from the date of sale and is recurrently billed every year unless cancelled by the client. Hosting services are provided by an external server hosting provider and SDI is not responsible for the performance or uptime/downtime of the website, app or server. SDI is not responsible for backing up the files or database on the websites, softwares or apps that it hosts on these servers unless agreed to otherwise in writing. Accordingly, SDI shall not be liable for any costs, claims, damages, expenses, or liability (including without limitation consequential loss or damage) arising from any loss of data or files, downtime or unavailability of hosting services whether direct or indirect occurring for any reasons.

32. ACT OF GOD - Without limiting the foregoing, under no circumstance shall SDI be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, or other casualties, illness, accidents, acts of God, war, governmental

actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light or air conditioning.

33. CONTENT - SDI is not liable or responsible for any content, activities or businesses conducted on the Client App, website and/or Software. Client agrees to provide all content, including but not limited to images, text and specifications. It is the Client's responsibility to ensure that all content submitted to SDI is original content and free from third-party copyright or trademark protection. Client assumes full liability and will indemnify SDI for any copyright or trademark infringement of Client's website and/or Software and/or app on any third-party copyright or trademark, including, but not limited to, any infringement due to website and/or Software and/or app content, design or the look and feel of Client's website and/or Software and/or app. Because of the nature of SDI's business involving multiple projects simultaneously, SDI may not maintain a repository of client content and cannot return original content to the Client. If the client makes a request in writing to destroy the content, then the content will be destroyed, however, SDI has no liability and does not guarantee the return of any content to Client.

34. CONTENT CREATION SERVICES - SDI may provide creative content writing and content dissemination services to a client. This is provided in good faith and as an additional service on a client's request by SDI content creation personnel. SDI cannot and will not check the content for any copyright infringement but will ensure that all created written content is original.

35. REFERENCE WORK - SDI provides its services with help and input from the Client. The design, functionality and detail of the sample sites, references and/or Apps/websites/softwares provided by the client will not be duplicated unless such design, functionality and detail are specifically requested by the client. It is a client's responsibility to ensure that these do not infringe upon the intellectual property rights of others and SDI cannot be held liable for any infringement on the rights of others.

36. CREATOR LINK - The delivered work belongs exclusively to the client. SDI may put a link on the delivered assets, referencing SDI as the creator under this contract. Client hereby gives permission to SDI to use samples or links of the deliverables and SDI may display the Deliverables in SDI's portfolio and websites. This will be used only to show examples of SDI's work or for marketing and advertising purposes to other potential clients.

37. NO SOLICITATION - The Client agrees that it shall not during the continuance of this contract and for a period of 3 years following the expiration or termination of this contract (however arising) employ, solicit, recruit, engage, retain, or otherwise contract the services of any person or independent contractor who is or was employed or engaged by SDI. Should there be a breach of this condition SDI will be entitled to liquidated damages in the amount of $10,000.00 for each instance of solicitation, contract or employment. Further, SDI shall be entitled to litigate this matter, and obtain the money damages, attorney fees & costs together with injunctive relief.

38. NEGATIVE COMMENTS - This is a professional contract bound by a Non-disclosure between SDI and the client. Client and SDI specifically agree not to engage in negative comments or slander, including but not limited to publishing, or causing to be published, complaints or derogatory comments in any format, including but not limited to, print, newspaper, television, radio or on internet complaint sites, blogs or other public internet forums. Should there be a breach of this condition SDI will be entitled to liquidated damages in the amount of $2,500.00 for each publishing or posting. If said breach occurs on an internet complaint site each instance to that website and/or Software and/or app will be considered an individual breach of this condition, and subject to additional liquidated damages of $1000 per occurrence. Further, SDI shall be entitled to litigate this matter, and obtain money damages, attorney fees & costs together with injunctive relief. SDI reserves the right to terminate any account for any negative postings made by the account owner or its representatives, or employees.

39. SUBCONTRACTOR AND INDEPENDENT VENDORS - SDI has multiple offices and partners in different countries. Based on the type and complexity of work, SDI reserves the right to subcontract services or assign the ongoing servicing and/or hosting of your account or this entire contract to one of its trusted subcontractor or independent vendor. SDI may contract with Independent contractors (and/or Independent companies) to complete a portion, or all of SDI's services mentioned in this contract including but not limited to the Client's custom website and/or Software and/or app. The Client agrees not to do business directly with the Independent contractors, nor to remit payment to the Independent contractors or any SDI employee directly for services. All payments for services rendered must be made directly to SDI. Independent contractors are required to follow SDI policies and procedures. Independent contractors are provided with only the information needed to complete the contracted service and do not have access to Client's personal information including payment information.

40. ASSIGNMENT - This contract shall not be affected by any change in the name of Software Developers Inc, it's DBAs or any other affiliated companies, or any condition, merger or acquisition of Software Developers Inc, and shall be automatically assigned to any successor entity of Software Developers Inc and shall continue in effect thereafter in accordance with its terms.

41. CHARGES - If Client wishes to dispute a credit/debit card charge, Client must first contact SDI (requests may be emailed to team@sdi.la) and must allow 10 business days for a response. To avoid any dispute about Client's attempt to contact SDI, Client must also send the request by certified mail to:

Attn: Software Developers Inc, 18809 Cox Avenue, Ste 100, Saratoga, CA - 95070, USA

If Client initiates a credit/debit card chargeback unilaterally and the credit/debit card issuing authority reverses the charge, then SDI reserves the right to proceed with filing a lawsuit to recover its fees. SDI, at its sole discretion, may also suspend work on its services for the client and suspend access to our services until this dispute has been resolved.

42. COMMUNICATION NOTICES - All notices required or permitted by this contract shall be in writing and in English and may be delivered personally, or may be sent by email or certified mail, return receipt requested, to the address set forth below. If Client chooses to send request by email (Requests may be emailed to team@sdi.la.), a copy of the request must also be sent by certified mail (to the address below) as confirmation of the request.

Attn: Director, Software Developers Inc, 18809 Cox Avenue, Ste 100, Saratoga, CA - 95070, USA

Client may contact SDI at 408.647.2206 Monday through Friday (U.S. Working days) from 9:30 am to 3:30 pm Pacific Standard Time. Client may also email SDI for general questions at team@sdi.la.

43. ENFORCEABILITY - In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this contract shall remain valid and enforceable according to its terms. The failure by SDI to avail itself of any right or enforce any obligation of this contract shall not be deemed to be an ongoing waiver of such right or obligation or of any other right or obligation.

44. JURISDICTION - This contract shall be governed exclusively by the laws of the State of California, USA, without regard to any conflicts of law provisions thereof, as a contract entered into and performed entirely within the State of California. The parties hereby expressly disclaim the application of the United Nations Convention on the International Sale of Goods. Client explicitly agrees that in lieu of litigation, arbitration may be used as a means of resolving disputes. Arbitration would be through a neutral third-party arbitrator to be approved by both Client and SDI. The decision of the Arbitrator will be binding on the client and SDI. If the parties cannot agree on an arbitrator, then the client may enter into litigation by pursuing the dispute in a court of law exclusively and only in the State of California and county of Santa Clara and the parties expressly consent to personal jurisdiction and venue therein and waive any objection based on forum non conveniens or otherwise. Should there be a breach of this provision, the non-breaching party shall be entitled to an award of attorney fees.

45. CONTRACT MODIFICATIONS - This contract constitutes the entire understanding and contract between the parties . Any modifications to this contract must be in writing and signed by an authorized officer of SDI. All representations not in writing are null and void. Written contracts may include, but are not limited to, emails and electronic acceptance of this Terms of Service.

46. LIMITATION OF LIABILITY - CLIENT UNDERSTANDS AND AGREES THAT SDI, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE DAMAGES, OR ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE USE OF SDI'S SERVICES INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM THE USE OF OR INABILITY TO USE SDI'S SERVICES, RELIANCE ON SDI'S SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF SDI'S SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM PRODUCTS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED THROUGH SDI'S SERVICES OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF CLIENT'S DATA OR TRANSMISSIONS AND ANY

STATEMENTS OR CONDUCT OF A THIRD PARTY OR ANY OTHER MATTERS RELATING TO SDI'S SERVICES. SDI'S FULL AND COMPLETE LIABILITY, IF PROVEN, FOR ANY REASON WHATSOEVER, SHALL BE LIMITED TO THE FULL REFUND OF ALL AMOUNTS PAID TO SDI IN THE PREVIOUS 60 DAYS FROM THE DATE OF SDI BEING NOTIFIED OF A CLAIM. CLIENT EXPLICITLY AGREES TO THIS AND AGREES TO NOT MAKE ANY CLAIM OF LIABILITY BEYOND THIS UNDER ANY CIRCUMSTANCES.