



PerfectIt Service and Subscription Agreement

Last Updated: June 21, 2022

Please read this Service and Subscription Agreement (the “Agreement”) carefully before clicking the “I Agree” button, downloading or using PerfectIt (“Subscribed Services”).

By clicking the “I Agree” button, downloading or using the Subscribed Services, you are agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between you (either an individual or a single entity) and Intelligent Editing Ltd (“we,” “us,” “our” or “Intelligent Editing”) and it governs your use of Intelligent Editing’s products, software, websites, online services, cloud-based services, and other services listed or described herein (the “Subscribed Services provided to you by Intelligent Editing. Review this entire Agreement, including any linked terms, because the terms are important and create this contract that applies to you.”).

If you do not agree to this Agreement, do not click on the “I Agree” button and do not download or use the Subscribed Services.

BY ACCEPTING THIS AGREEMENTCLICKING THE “I AGREE” BUTTON, DOWNLOADING, INSTALLING OR IN ANY OTHER WAY USING THEANY SUBSCRIBED SERVICES, YOU AGREE TO ALL OF THESE TERMS AND CONDITIONSARE AGREEING TO THIS AGREEMENT. DURING ACTIVATION OF THE SUBSCRIBED SERVICES, YOU WILL BE ASKED TO ENTER AND TRANSMIT CERTAIN LIMITED INFORMATION INCLUDING YOUR EMAIL ADDRESS, AN ACTIVATION KEY THAT HAS BEEN SUPPLIED TO YOU BY US, AND YOUR BUSINESS INDUSTRY, IF APPLICABLE (THE “ACTIVATION INFORMATION”). THE ACTIVATION INFORMATION WILL BE TRANSMITTED AT THE TIME OF ACTIVATION AND FOR VERIFICATION PURPOSES ONLY. BY ACCEPTING THIS AGREEMENT OR USING THE SUBSCRIBED SERVICES, YOU CONSENT TO THE TRANSMISSION OF THE ACTIVATION INFORMATION AND FOR INTERNET-BASED FEATURES OF THE SUBSCRIBED SERVICES. IF YOU DO NOT ACCEPT AND COMPLY WITH THESE TERMS, YOU MAY NOT USE THE PERFECTIT CLOUD SERVICE OR THE PERFECTIT CLASSIC SOFTWARE.

1. Definitions

The following terms have the meanings given below in addition to other terms defined herein:

“Authorized User” means a licensee as identified by the number of users or licensees indicated in an Order Form.

“Free Services” means those products or services, or features of products or services, that we may make available to you from time to time free from charge.

“Order Form” means any written document, including any online ordering page or portal, whether identified as an “Order Form,” online “Buy Now” or “Order” web page, purchase order, invoice or otherwise, that is agreed to by both parties, expressly incorporates this Agreement and expressly identifies one or more Subscribed Services that we will provide to you.

“PerfectIt Classic” (formerly known as “PerfectIt Pro” or “PerfectIt Standard”) means the downloadable software application that we offer for self-hosting in your environment. It is the downloadable version of PerfectIt for PCs. It is usually referred to by its version number (for example, “PerfectIt 3” or “PerfectIt 4”).

“PerfectIt Cloud” means Intelligent Editing’s cloud-based Software-as-a-Service product, available from the Microsoft Office Store, which works over the Internet with automated updates and no installer.

“Professional Services” means the Account Manager and Account Technical Manager services and customer support, training and implementation services, to the extent applicable to you, as well as any other services that Intelligent Editing may provide to you in connection with this Agreement that do not consist of providing you access to the Subscribed Services.

“Subscribed Services” means the particular Intelligent Editing Ltd. software product(s), which may include without limitation PerfectIt Classic and/or PerfectIt Cloud, that are expressly identified in your Order Form, and any Updates (defined below) that we may make to any Subscribed Services. If you use any Free Services, then “Subscribed Services” also includes those Free Services except to the extent that any separate written agreement between you and us governs those Free Services. If your Order Form includes any Professional Services, then those Professional Services are not part of the Subscribed Services.

2. The Subscribed Services

2.1. Subscription and Right to Use

2.1.1. Right to Use. We hereby grant you the right (the “Use Right”) to access, download, install and use those Subscribed Services expressly identified in your Order Form, throughout the Term and subject to this Agreement’s other provisions.

2.1.2. Order Form. Your Order Form may provide for your access to any one or more Subscribed Services. To the extent that your Order Form expressly provides for access to a particular Subscribed Service, the relevant provisions of this Agreement applicable to that Subscribed Service apply to you. Otherwise, this Agreement provides you with no rights, access or licenses relating to any Services not expressly included in an Order Form. Your Order Form may specify one or more types, tiers, categories or versions of Subscribed Services. Your Order Form may provide for optional customer

support or training services and/or for support through an Account Manager and/or Technical Account Manager.

2.1.3. Subscription-Based Service. Access to and use of the Subscribed Services is purchased as a subscription (the “Subscription”) throughout the Term. The fees payable to us under this Agreement do not vary depending on the degree to which you actually choose to use any Subscribed Services during the Term.

2.1.4. Third-Party Code. The Subscribed Services may include code or other materials provided by third parties (“Third-Party Code”). Any third-party scripts or code, linked to or referenced from the Subscribed Services are licensed to you by the third parties that own such materials, not by Intelligent Editing. Notices, if any, for the third-party code are included for your information only.

2.2. PerfectIt Classic–Limited Term License; Multiple Devices. The Use Right includes a limited, worldwide, fully paid up, non-transferable and non-sublicensable (except as this Agreement may expressly provide) license to you and to each Authorized User to download and install one copy of PerfectIt Classic for each Authorized User and to use that copy during the Term, provided that you and each Authorized User each uninstall each downloaded instance of PerfectIt Classic within 24 hours after this Agreement’s termination.

2.3. PerfectIt Cloud Services and API Access

2.3.1. Cloud Service. Each time that you access or use PerfectIt Cloud services, your Subscription will be verified. Certain limited information, including the Activation Information and information regarding your Microsoft account (the “Verification Information”), will be transmitted to us for this purpose only.

2.3.2. API. If we provide access to PerfectIt Cloud services via our application-programming interface (“API”), when available, as part of the Subscribed Services, then subject to the other terms, we grant you a non-exclusive, personal, revocable, non-sublicensable and non-transferable right to interact with the API only to access, use, or otherwise interact with the Subscribed Services as allowed by the API.

2.3.3. Internet Connection. PerfectIt Cloud requires you to have an Internet connection.

2.3.4. Notice and Consent for Internet-Based Services. If you are running the PerfectIt Cloud service, you will not receive a separate notice when it connects to the Internet. Each time that you access or use PerfectIt Cloud services, your Verification Information will be transmitted to us to verify your Subscription. If you choose to use or access any of these features, you agree to send or receive information about your document to our servers. No such information is sent from PerfectIt Classic. You may choose not to use the PerfectIt Cloud service.

2.3.5. Changes to API. We may change or remove existing endpoints or fields in API results upon at least 30 days’ notice to you. We may add new endpoints or fields in API results without prior notice. If offered, the API is provided on an AS-IS and WHEN AVAILABLE basis. We have no liability to you because of any change, temporary unavailability, suspension, or termination of access to the API.

2.4. No Software Sale; Reservation. The Subscribed Services are licensed, not sold. We reserve all rights not expressly granted to you hereunder.

3. Our Responsibilities

3.1. Privacy and Data Protection. Our Privacy Policy accessible at <https://intelligentediting.com/about-us/privacy-policy/>, as amended and updated from time to time (the "Privacy Policy"), describes the types of data we collect from you and your devices ("Data") and how we use your Data. The Privacy Policy also describes how we use your content, which is the files you upload through the Subscribed Services ("Your Content"). By using the Subscribed Services or agreeing to this Agreement, you consent to our collection, use and disclosure of Your Content and Data as described in the Privacy Policy.

3.2. Technical Support. Technical support is provided via email and such other means as we decide to provide a proper service. Support is limited to no more than two hours per user per year. If you use PerfectIt Cloud service, we may use or access account and device information, error reports, and malware reports to provide service to you and to improve the Subscribed Services (the "Error Information"). If you use only PerfectIt Classic, you may choose to send Error Information to us so that we may provide service to you. PerfectIt Classic does not automatically collect or transmit any Error Information to Us, so we may not be able to provide technical support if you choose not to collect and send it to us. We reserve the right not to provide a full technical support service to free or trial account users.

3.3. Service Level Goals. We make commercially reasonable efforts to ensure that the Subscribed Services are available and functioning fully at all times. However, all online services suffer occasional disruptions and outages, and Intelligent Editing is not liable for any disruption or loss you may suffer. We strongly recommend that you regularly and completely backup all of Your Content and Data before running Subscribed Services.

4. Your Rights and Responsibilities

4.1. Your Content. We don't claim ownership of Your Content. Your Content and your Data you upload remains your property and you are responsible for it. You warrant that any content provided by you does not belong to a third-party whose rights have been violated by the content being uploaded to the Subscribed Services.

4.2. Registration and Account Integrity

4.2.1. Eligibility. You must be a minimum age of 18 to register an account, access, and use the Subscribed Services. By registering and using the Subscribed Services you warrant you are 18 or older and understand your obligations under this Agreement.

4.2.2. Individual Registration. As part of the registration process you must create an account, including a username and password. You will ensure that the information you provide is accurate, not misleading and relates to you. You cannot create an account or username and password using the names and information of another person or using words that are the trademarks or the property of another party (including ours), or vulgar, obscene or in any other way inappropriate. If you create an account on behalf of an entity, such as your business or employer, you represent that you have the authority to bind that entity to this Agreement. You cannot transfer your account to another user or entity. We reserve the right, with or without notice, to suspend or terminate any account in breach.

4.2.3. Group Registration. For enterprise tier licenses, with more than 39 users, if agreed in advance, we may provide a customized method for installing PerfectIt Classic on multiple devices in an organization (the “Custom Installer”). The Custom Installer does not require any Activation Information to be transmitted to us. If the organization’s users access or use PerfectIt Cloud services, because PerfectIt Cloud services operate online, it may automatically collect and transmit Personal Information or information about your computer software or hardware to us. Regardless of whether an organization uses a Custom Installer to install PerfectIt Classic, if individual users in that organization choose to access or use PerfectIt Cloud services, the terms of this Agreement will apply to that use.

4.2.4. Multiple Devices. You may install and run the Subscribed Services on multiple devices, for use or access only by the licensed user. Where applicable, the Subscribed Services are linked to your Microsoft account. Only one user per Microsoft account may use or access the Subscribed Services on a licensed device at one time. The components of the Subscribed Services are provided for use or access as a single unit, and you may not separate or virtualize the components.

4.2.5. Group Services. Where we provide an organization with a number of user licenses for the Subscribed Services, this limit must be adhered to. Accounts and access rights cannot be shared. A breach of this clause will cause termination of the abused accounts and/or all accounts provided to the organization. If your Order Form identifies one or more individuals as “Account Liaisons,” then we will communicate only with those individuals in connection with your use of the Subscribed Services .

4.2.6. Group, Work or School Accounts. If you have received the right to access or use the Subscribed Services via a group, work or school, or you are using a group, work or school email address to create an account, you agree that the owner of the domain associated with your email address may control and administer your account, and access and process your data, including the contents of your communications and files. You further agree that your use of the Subscribed Services may be subject to additional agreements that we have with your organization.

4.2.7. Account Integrity. To protect your account, keep your account details and password confidential. You are responsible for all activity that occurs under your account. If you suspect that your username and password has been obtained by another party you should contact us immediately.

5. Additional Terms and Conditions of Use

5.1. Restrictions on Use. You may use the Subscribed Services only in accordance with this Agreement. Except with our prior written consent, you may not:

5.1.1. circumvent, bypass, disassemble, decompile, decrypt, hack, emulate, exploit, reverse engineer, attempt to derive the source code of, modify, decrypt, or create derivative works of any Subscribed Services or of any portion of them or content within in any of them or accessible through them;

5.1.2. publish, copy, rent, lease, sell, export, import, distribute, or lend the Subscribed Services or enable access to them by unauthorized third-party applications;

5.1.3. use or access these services in any way that could harm them or impair anyone else’s use of or access to them;

5.1.4. use or access the Subscribed Services to gain unauthorized access to any service, data, account or network by any means;

5.1.5. use the API in a manner, as reasonably determined by us, that exceeds reasonable request volume or constitutes excessive or abusive usage; or

5.1.6. access the Subscribed Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

5.2. No Ownership of Any Subscribed Service. The software, workflow processes, user interface, designs, know-how, PerfectIt Classic, PerfectIt Cloud services, and other technologies we provide as part of the Subscribed Services are the proprietary property of us and our licensors. All right, title and interest in such items, including all associated intellectual property rights, remain ours. If you learn of any claims relating to PerfectIt Classic or the Subscribed Services, you agree to use reasonable efforts to promptly provide notice of any such claims to us.

5.3. Intellectual Property. This Agreement does not grant you any rights to use any trademarks, logos or service marks belonging to us. Your rights to access the Subscribed Service on any device do not give you any right to implement Intelligent Editing patents or other Intelligent Editing intellectual property in software or devices that access that device.

5.4. Future Changes to Content. In light of the continuously improving nature of software services, we may from time to time during the Subscription Period add additional content in the Subscribed Services or make changes to that content, provided that such changes shall not make that content less favorable to you than the content as it existed at the time of your agreeing to this Agreement.

5.5. Breach of Acceptable Use. If we reasonably believe that you or your personnel have breached the sections titled “Your Rights and Responsibilities” or “Restrictions on Use,” we may terminate your account and Subscription in addition to any other remedies available to us.

5.6. Updates and Changes to Subscribed Services

5.6.1. Updates to Services. We may occasionally provide enhancements or improvements to the features/functionality of the Subscribed Services, which may include patches, bug fixes, updates, upgrades and other modifications (“Updates”). PerfectIt Classic does not implement Updates automatically. You will receive email notification when major Updates become available. You can also check for Updates on our website. Failure to install Updates may affect your ability to use certain features and functionality. PerfectIt Cloud Updates take effect immediately as we release them.

5.6.2. Changes to Features. Updates may modify or delete certain features and/or functionalities of the Subscribed Services. We reserve the right to change the features offered at any time and without notice to you. Except to the extent required by law, we have no obligation to provide a re-download or replacement of any material. We may release Updates to the Subscribed Services in a beta version, which may not work correctly or in the same way the final version may work. We have no obligation to provide any Updates, or continue to provide or enable any particular features and/or functionalities of the Subscribed Services to you.

6. Fees and Payment for Subscribed Services

6.1. Pricing Plans and Changes

6.1.1. Fees. You agree to pay us those fees stated in your Order Form (the “Subscription Fee”). The Subscription Fee does not include any applicable taxes. You are responsible for any and all applicable taxes.

6.1.2. Price Changes. We may change the Subscription Fee at any time. If you have a recurring purchase, we will notify you by email at least 15 days before a price change. If you do not agree to the price change, you must cancel the Subscription and stop using the Subscribed Services before the price change takes effect. If there is a fixed term and price for your Subscription, that price will remain in force for the fixed term.

6.2. Payment and Credit Control

6.2.1. Advance Billing. All Subscriptions are billed and must be paid annually in advance. You will not gain access to or use of the Subscribed Services until payment is received.

6.2.2. Converting from Trial. If you upgrade from Free Services you will be immediately charged for the full amount of the Subscription. The date of upgrade will become your regular annual billing date and your annual fee will be due from that date each year onwards.

7. Term, Cancellation, and Termination

7.1. Term of Agreement. This Agreement is effective beginning on the Effective Date and ends at the end of the Subscription Period (the “Initial Term”) unless terminated earlier as this Agreement expressly provides. At the end of the Initial Term, this Agreement will automatically renew for successive Subscription Periods (each, a “Renewal Term”) until this Agreement is terminated in accordance with this Agreement. The Initial Term and any Renewal Terms together are the “Term” of this Agreement.

7.2. Subscription Period. The duration of each subscription to the Subscribed Services is one year, or such other period as your Order Form may expressly provide (the “Subscription Period”).

7.3. Termination of Account. You can terminate your account at any time by written notice to us. If we reasonably determine that you have breached this Agreement, we may terminate your account at any time, with or without notice. Termination of your account by either party pursuant to this subsection will discontinue your access to the Subscribed Services and terminate this Agreement, but will not discharge or alter any payment obligation you have to us at the time of that account termination and will not entitle you to a refund for any fees already paid.

8. Beta Tests, Previews, and Trial Periods

8.1. Consistency Checker and Abbreviation List. We may make two add-ons for Google Docs called Consistency Checker and Abbreviation List available to you. They also may be available as add-ins for MS Word. If we make them available, they are offered as Previews.

8.2. Discretionary Offer and Use. We may make Beta Tests, Previews, and Trial Periods available to you. Beta Tests, Previews, and Trial Periods are offered at our sole

discretion and are subject to withdrawal at any time and without notice. Unless otherwise stated, any Beta Tests, Previews, and Trial Periods will expire fourteen days from the start date of any Beta Test, Preview, or Trial Period. We may change or discontinue Beta Tests, Previews, and Trial Periods at any time without notice. We also may choose not to release a Beta Test, Preview, or Trial into general availability.

8.3. Limited Access and Support. Only one person may use a single account for trial services or Free Services account; the account cannot be shared among multiple individuals. Beta Tests, Previews, and Trial Periods are intended for evaluation and not for consumer or commercial use. They are provided “as-is,” “with all faults,” and “as-available,” and we are not liable for any harm or damage relating to them. Beta Tests, Previews, and Trial Periods may not be covered by customer support and may be subject to reduced or different security, compliance, and privacy commitments. Beta Tests, Previews, and Trial Periods are not considered Subscribed Services under this Agreement, however, all restrictions, our reservation of rights and your obligations, shall apply equally to your use of Beta Tests, Previews, and Trial Periods.

9. Warranties, Disclaimers, and Limitation of Liability

9.1. DISCLAIMER OF WARRANTIES. THE SUBSCRIBED SERVICES ARE PROVIDED TO YOU “AS-IS” AND “AS-AVAILABLE” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, INTELLIGENT EDITING, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SUBSCRIBED SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, INTELLIGENT EDITING PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SUBSCRIBED SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. WE DO NOT WARRANT THAT ANY INFORMATION STORED OR TRANSMITTED THROUGH THE SUBSCRIBED SERVICES WILL NOT BE LOST, CORRUPTED OR DAMAGED. WHILE WE TAKE REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SUBSCRIBED SERVICES, WE DO NOT GUARANTEE THAT THE SUBSCRIBED SERVICES AND THE ACCESS TO THE WEBSITE CANNOT BE COMPROMISED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. NO LICENSOR, DEALER, DISTRIBUTOR, RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

9.2. No Representations. Without limiting the foregoing, we make no representation or warranty of any kind, express or implied, on the operation or availability of the Subscribed Services, or the information, content, and materials or products included thereon; that the Subscribed Services will be uninterrupted or error-free; on the accuracy or reliability of any information or content provided through the Subscribed

Services; or that the Subscribed Services, its servers, the content, or e-mails sent from or on behalf of Intelligent Editing are free from viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

9.3. Limitation of Liability. If you have any basis for recovering damages (including breach of this Agreement), you agree that your exclusive remedy is to recover damages up to an amount equal to your Subscription fee for the year during which the breach occurred. You can recover no other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to this Agreement or to any Subscribed Services.

9.4. Indemnity. You agree to indemnify and hold us and our subsidiaries, affiliates and partners and their respective officers and employees harmless from any loss, fines, fees, liability or claim made by any third-party arising from your breach of this Agreement while using the Subscribed Services or any other service provided by us.

10. Changes to This Agreement

10.1. Right to Change; Notice. We reserve the right, at our sole discretion, by written notice to you at least 30 days before the end of the Initial Term or of any Renewal Term, to propose changes to this Agreement by written to you that will take effect in the following Renewal Term. You will be deemed to have agreed to such modification(s) to this Agreement, effective upon the next Renewal Term, if you do not notify us in writing at least 7 days before that Renewal Term that you will terminate this Agreement on the last day before such Renewal Term begins.

10.2. Continued Use. Using the Subscribed Services after the changes become effective means you agree to the new terms. If you don't agree to the new terms, you must stop using the Subscribed Services.

11. Contracting Entity, Choice of Law, Jurisdiction

11.1. Contracting Entity. For all Subscribed Services, you're contracting with Intelligent Editing Ltd, which is headquartered in the United Kingdom.

11.2. Disputes. The laws of England and Wales, excluding its conflicts of law rules, shall govern this Agreement and your use of the Subscribed Services. Your use of the Subscribed Services may also be subject to other local, state, national, or international laws. This Agreement is subject to the exclusive jurisdiction of the courts of England and Wales.

11.3. The Consumer Rights Act 2015. This Agreement is written in accordance with the Consumer Rights Act 2015. Should this Agreement conflict with the Act, the Consumer Rights Act 2015 shall prevail and apply where you use the Subscribed Services strictly as a consumer only.

12. General Provisions

12.1. Entire Agreement. This Agreement, together with your Order Form, constitutes the entire agreement between you and Intelligent Editing regarding your use of the Subscribed Services and supersedes all prior and contemporaneous written or oral

agreements between you and Intelligent Editing. If you later use or purchase other services from us, you may be subject to additional terms and conditions.

- 12.2. Survival.** The following sections will survive termination of this Agreement, in addition to any other sections expressly so providing: The provisions titled Privacy and Data Protection, Your Content, Additional Conditions of Use, Warranties, Disclaimers, and Limitation of Liability, Disputes, and General Provisions.
- 12.3. Severability.** If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under law and the remaining provisions will continue in full effect.
- 12.4. Waiver.** Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any later breach.
- 12.5. No Agency.** This Agreement creates no agency, partnership, or joint venture.
- 12.6. Contracting Authority.** If you are an individual accepting these terms on behalf of an entity, you represent that you have the authority to sign this Agreement on that entity's behalf.
- 12.7. Force Majeure.** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of PerfectIt Cloud services)). This section will not, however, apply to your payment obligations under this Agreement.
- 12.8. Feedback.** Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to us regarding the Subscribed Services will be the sole and exclusive property of Intelligent Editing. We may use, copy, modify, publish, or redistribute the Suggestions for any purpose and without any credit or any compensation to you.
- 12.9. No Assignment.** Neither party may assign or transfer this Agreement or an order to a third-party, except this Agreement may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party.
- 12.10. No Statements.** You may issue no press releases or make any other public statements regarding this Agreement, its terms, or the relationship of the parties, without our express prior written approval, which may be withheld at our discretion.