USER LICENSE AGREEMENT

This User License Agreement is entered into by and between LawBrainer and you (as defined in <u>Section 10.10</u>) and governs the use of and access to the websites, cloud services, web-based applications and products, and services provided by LawBrainer. You acknowledge that LawBrainer reserves the right to modify these terms and conditions at any time and will post any such changes at: https://mylawbrainer.com/term-and-conditions, and your continued use of the Services will be deemed acceptance thereof.. Definitions of capitalized terms are in <u>Section 10</u>.

By registering, using, or accessing the Services, you expressly agree to be bound by the terms of this Agreement.

1. Access and Use of the Services

- 1.1 **Limited License**. The Services made available to you by LawBrainer are licensed, not sold, to you. Subject to the terms and conditions of this Agreement, LawBrainer hereby grants to you a non-exclusive, nontransferable, non-sublicensable, and limited license to access and use the Services. Except as expressly set forth in this Agreement, no license is granted and none shall be deemed granted by implication, estoppel or otherwise and, further, you acknowledge and agree that all ownership, license, intellectual property, and other rights in and to the Services (and any changes thereto) shall remain solely with LawBrainer. For clarification, this ownership by LawBrainer extends to all software, software code (source code and object code), API services, software architecture, configurations, performance benchmarks, backend design, full portal platform, and software documentation; and all copies, improvements, modifications, of these items. Therefore, your right to use the Services are a limited right to use, not a transfer of ownership or title to the Services.
- 1.2 **Accounts**. You must have an active subscription to the Service to use or receive access to the Service and your use of the Service depends on the types of subscriptions purchased by you. You are responsible for all information you provide when creating an account and for the security of your chosen passwords. LawBrainer is not responsible for any losses arising from the unauthorized use of your account. Please contact LawBrainer if you suspect that your account has been compromised.
- 1.3 **Changes to Services**. LawBrainer, in its sole discretion, may update, enhance, discontinue, or otherwise change the Services or any features thereof from time to time, with or without notice, as long it does not materially reduce the core functionality of the Services. For any change that would materially reduce the function of the Service, LawBrainer shall provide the Subscriber with 30-days' notice of such modifications. LawBrainer's maintenance, support, and other responsibilities regarding updates is further set forth in Section 4 of this Agreement.

- 1.4 **Restrictions**. You shall not, nor shall it allow any Authorized Users, or any third party that you have control over, to:
 - a. Permit persons other than Authorized Users to access or use the Services, (or any part thereof);
 - b. Copy, duplicate, adapt, sell, resell, sublicense, or create derivative works of the Services (or any part thereof) or to exploit access to or use of the Services;
 - c. Reverse engineer, scrape, reproduce, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services;
 - d. Alter, disable, interfere with or circumvent any aspect of the Services;
 - e. Access or use the Services in a manner to avoid incurring fees due to LawBrainer;
 - f. Tamper or circumvent any security technology included with the Services;
 - g. Violate, or encourage the violation of, legal rights of others;
 - h. Violate any applicable laws or regulations.
 - i. Knowingly use the Services in any manner which may infringe copyright or intellectual property rights or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or in violation of the terms of this Agreement.
 - j. Knowingly use the Services to upload, post, host, or transmit unsolicited bulk email "Spam", short message service "SMS" messages, viruses, self-replicating computer programs "Worms" or any code of a destructive or malicious nature.
 - 1.5 **Authorized Access**. You shall monitor and be responsible for all access and use of the Services by your Authorized Users, including for all Customer Content, data, or other information uploaded or inputted by Authorized Users. If you become aware or reasonably suspect that any access or use is inconsistent with or violates the above terms, you shall immediately: (1) suspend access by such offending Authorized User and (2) provide LawBrainer notice of such known or suspected violation. Failure to take such action may result in the suspension of Services or termination of this Agreement.
- 2. <u>Subscriptions</u>. The Services are offered on a paid subscription basis and your right to use and access the Services are contingent upon an active subscription.
 - 2.1 **Billing Options**. You may choose to subscribe to the Services on a monthly basis or annual term, as selected when you placed your order for the Services. LawBrainer may change its offering of billing options upon 30 days' notice to you and any such change will take effect at the beginning of your next order term. Billing options may not be available to all customers.

- 2.2 **Subscription Fees**. You agree to pay the subscription fees associated with the selected subscription plan in accordance with the pricing and payment terms provided by LawBrainer.
 - a. Subscription fees for monthly subscriptions shall be payable in advance on a monthly basis. Subscription fees for annual subscriptions shall be payable as selected when you signed up but may be either (a) equal monthly installments for the entire annual term or (b) in advance at the start of the annual term.
 - b. All subscription fees shall be due on the first of each month, unless you are an annual subscriber that paid in advance.
 - c. Pricing, for all subscriptions, is based per user and per account.
- 2.3 **Payment**. You may pay your subscription fees on LawBrainer's website via Stripe, by major credit card (Visa, Master Card, American Express, and Discovery), by Echeck, or by any other method that LawBrainer may enable on the Admin Console.
- 2.4 **Price Changes**. LawBrainer may update its prices at any time in its discretion. LawBrainer will notify of such price changes at least 30 days in advance of any changes. Your pricing will then only change at the beginning of your next order term after the 30-day period.
- 2.5 **Subscription Changes**. Adding Authorized Users will trigger changes to the subscription fees and will be pro-rated for the applicable month such changes went into effect.
- 2.6 **Late Payments; Suspension**. If your payment is not received on time, LawBrainer will notify you of the default on the second day of the month and provide you with an opportunity to bring your account up to date by the fifteenth day of the month. If your account remains delinquent beyond the fifteenth day of the month, LawBrainer reserves the right to impose a late fee of \$15.00 and suspend your access and use of the Services until full payment, including the late fee, is received.
- 2.7 **Taxes**. You are responsible for any tax associated with your subscripton to the Services. If LawBrainer is obligated to collect or pay any taxes, such taxes will be paid by you and are not included in the subscription fees.
- 2.8 **No Refunds**. Unless expressly stated in writing to you, no refunds or credits will be issued for partial periods of Service or for changes made to the Services, nor will refunds or credits be available for unused subscriptions. All charges are final and non-refundable. Your remedies for such issues are limited to termination as provided in Section 7 of this Agreement.
- 2.9 If there is any conflict between these payment terms and those detailed in the subscription package you selected when you ordered the Services, the terms contained in your subscription package shall control.

3. Maintenance, Updates and Support

- 3.1 LawBrainer shall provide the Services and undertake such system (hardware and software) maintenance as reasonably prudent and necessary to maintain the Services. LawBrainer's obligation to provide the Services does not extend to errors or other issues caused by:
 - a. Any modification of the Services by any person other than LawBrainer;
 - b. Any third-party hardware or software used by an Authorized User;
 - c. The improper operation of the Services by an Authorized User; and
 - d. Circumstances or events beyond the reasonable control of LawBrainer, including, without limitation, any force majeure events, ransomware, the performance and/or availability of local ISPs used by any Authorized User, or any network beyond the control of LawBrainer.
- 3.2 LawBrainer has no obligation to deliver any updates, upgrades, revisions, or other derivatives of the Services to Customer.
- 3.3 LawBrainer may at its own initiative from time to time install "standard" software updates intended to, for example, improve efficiency, security and/or add features.
- 3.4 LawBrainer may provide optional features, applications, or updates for a fee or a change in subscribtion pricing.
- 3.5 LawBrainer will use commercially reasonable efforts to provide at least two business days' prior notice before undertaking any scheduled downtime to perform planned upgrades, repairs, or maintenance. Such notice shall be provided to you by way of notification within the Service, email, or other notification method deemed appropriate by LawBrainer. Further, LawBrainer shall endeavor to confine planned operational suspensions with a best effort to minimize disruption to you but reserves the ability to temporarily suspend operations without notice at any time to complete necessary repairs.

4. Customer Data

Customer Content. You retain all ownership of and rights in and related to your Customer Content. During the term of this Agreement, you hereby grant to LawBrainer and its third-party vendors and hosting partners a global, royalty-free, irrevocable, sub-licensable, non-exclusive, limited license to use, copy, distribute, modify, display, and access the Customer Content only as necessary for LawBrainer to provide the Services, make improvements or software updates thereto, to provide product support, and to perform its obligations under this Agreement. You are responsible for your Customer Content, including that such data and information is collected and maintained by you in compliance with all applicable laws, including data privacy and protection laws. Without limiting the foregoing, you may not use the Services to: (a) post materials that you do not own or have permission to use; (b) to infringe on the rights of any third party; (c) to

engage or conspire in any illegal, fraudulent, or deceptive activity; or (d) to impersonate another person or entity or misrepresent your affiliation with someone else.

- 4.2 **Customer Feedback**. Unless otherwise agreed, LawBrainer may use any feedback or suggestions by you about the Services without restriction and without obligation to the Customer.
- 4.3 **Patient Information and Privacy**. All Customer Content and individual Protected Health Information ("PHI") stored, maintained, or hosted by LawBrainer on a server or cloud platform (as included in the Services) will be handled in a manner consistent with state and federal laws and regulations, including HIPAA.
- 4.4 **Data Protection**. LawBrainer shall maintain reasonable and appropriate measures designed to protect Customer Content against accidental or unlawful loss, access, or disclosure.
- 4.5 **Compelled Disclosure**. Notwithstanding any provision to the contrary in this Agreement, LawBrainer may disclose Customer Content to the extent required by governmental regulation, court order, subpoena, warrant, or other valid legal process or procedure; provided that, LawBrainer uses commercially reasonable efforts to promptly notify you before any such disclosure, to the extent permitted by law, and complies with your reasonable requests regarding its efforts to oppose the disclosure.

5. **Protection of Confidential Information**

You agree that Confidential Information disclosed to you shall be kept in confidence and you shall neither disclose it to any third party nor use the same for any purposes other than those contained in this Agreement. Except as specifically authorized in this Agreement, you shall not reproduce, duplicate, copy, or otherwise disclose, distribute, transmit, display, use, exploit, or disseminate any Confidential Information to any employee or third party except for any employee or third party who has a bona fide "need to know" such information, and such disclosure shall be conditioned upon the existence of a confidentiality agreement between with such employee or third party; you shall take all reasonable steps necessary to ensure that employees and third parties to whom Confidential Information is disclosed shall use such information only in connection with the proper performance of his or her employment or engagement and in accordance with this Agreement; and upon discovery of any unauthorized disclosure of any Confidential Information, you shall promptly notify LawBrariner of such disclosure and shall take all reasonable steps to retrieve the information and prevent further unauthorized disclosures.

6. <u>Termination and Suspension of Services</u>

6.1 **Term**. This Agreement shall commence when you subscribe to the Services and continue until the Agreement is cancelled, terminated, or not renewed as stated in this Section.

6.2 Renewal.

- a. **Monthly Plans**. Monthly subscription plans automatically renew each month, unless you cancel before the end of the month via the Admin Console.
- b. **Annual Plans**. Annual subscription plans automatically renew at the end of the annual term, unless you cancel before the end of the year via the Admin Console.
- c. **Generally**. You may use the Admin Console to adjust the number of Authorized Users to be renewed. You will continue to pay LawBrainer the then-current subscription fees for each renewed Authorized User.
- 6.3 **Cancellation**. You may cancel your plan at any time; however, such cancellation does not affect the subscription fees that became due, through renewal or otherwise, prior to your cancellation.
- 6.4 **Termination for Breach**. This Agreement may be terminated by either party upon notice if the other party or any Authorized User breaches any material term or condition of this Agreement and fails to remedy the breach within fourteen (14) days after being given written notice thereof. A breach of your payment obligations shall constitute a material breach of this Agreement.
- 6.5 **Business Wind-Up/Bankruptcy**. This Agreement shall terminate in the event that either party ceases doing business as a going concern, is adjudged insolvent or bankrupt, or upon the institution of any proceeding by or against it seeking relief, reorganization, or arrangement under any laws relating to insolvency (except for a proceeding that is commenced involuntarily and dismissed within thirty (30) days), or upon the appointment of a receiver, liquidator, or trustee of any of its property or assets, or upon the liquidation, dissolution, or winding up of its business, or if it otherwise seeks protection against creditors' demands for payment.

6.6 **Effect of Termination**.

- a. Upon termination of this Agreement, the rights and licenses granted pursuant to this Agreement shall immediately cease and the Subscriber and all Authorized Users shall cease any use or access of the Services.
- b. Upon termination of the Agreement, you shall remain responsible for all fees and charges incurred through the termination date.
- c. Within thirty (30) days following termination of the Agreement, LawBrainer will either return or allow you to retrieve your Customer

- Content at your expense, which expense may vary based on data usage. Thereafter, LawBrainer shall destroy all such information in its possession except for any information that it must retain by applicable law.
- d. Termination of this Agreement shall not affect the protection and obligations concerning Confidential Information or Customer Content.
- 6.7 **Suspension**. If an Authorized User violates this Agreement or uses the Services in a manner that LawBrainer reasonably believes will cause it liability, then LawBrainer may request that you suspend or terminate such Authorized User's access or use of the Services. If you fail to promptly suspend or terminate the Authorized User's access or use, then LawBrainer may do so. LawBrainer may further suspend or limit your or any Authorized User's access or use of the Services, or any portion thereof, immediately if it determines that such access or use poses a security emergency or could adversely impact LawBrainer's systems. LawBrainer will make commercially reasonable efforts to tailor the suspension as needed to prevent or terminate the security emergency or adverse impact. Unless prohibited by applicable law, LawBrainer will notify you of the basis for the suspension as soon as is reasonably possible. LawBrainer will lift any suspension when the circumstances giving rise to the suspension have been resolved.
- 6.8 **Infringement**. If LawBrainer reasonably believes that your use of the Services infringes upon a third party's intellectual rights, then LawBrainer may either (a) suspend the Services as provided in <u>Section 6.7</u>; or (b) modify the Services to make them non-infringing without materially reducing their functionality.

7. Third-Party Services

- 7.1 LawBrainer, from time to time and in its sole discretion, may engage third-party vendors and hosting partners to supply the necessary technology, such as hardware, software, networking, and storage, for the operation of the Service.
- 7.2 LawBrainer may enable you to use or integrate with optional products, services, and functionalities provided by third parties ("Third-Party Services") in connection with the Services. LawBrainer may, from time to time in its sole discretion, replace modify, replace, restrict, disable, or terminate access or integrations to any Third-Party Service. You acknowledge and agree that LawBrainer does not control such Third-Party Services; therefore, the LawBrainer's obligations under this Agreement does not extend to Third-Party Services and LawBrainer has no liability, and expressly disclaims all liability, to you in relation to any Third-Party Services. You use of any Third-Party Services is subject to any terms of use or policies with the relevant service provider.

8. Disclaimer of Warranties, Liability, and Indemnification

8.1 Disclaimer of All Warranties. LAWBRAINER PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE", WITH LALL FAULTS AND WITHOUT LAWBRAINER DISCLAIMS ALL WARRANTY OF ANY KIND. WARRANTIES OF EVERY KIND AND NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR ENJOYMENT. NON-INFRINGEMENT. PURPOSE. **OUIET** AND LAWBRAINER FURTHER DISCLAIMS ANY WARRANTY THAT THE **SERVICES** ARE **ERROR** FREE. WILL **OPERATE** WITHOUT INTERRUPTION, OR WILL BE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS.

8.2 Limitation of Liability.

- a. IN NO EVENT WILL LAWBRAINER BE LIABLE FOR (I) ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS/SERVICES; (II) ANY INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; (III) ANY LOST PROFITS, REVENUES, DATA, OR GOODWILL; OR (IV) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COMPENSATORY, OR SPECIAL DAMAGES, FROM ANY CAUSE OF ACTION, WHETHER OR NOT LAWBRAINER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE EXCLUSIONS APPLY REGARDLESS OF THE THEORY OF LIABILITY, OR WHETHER RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, OR OTHERWISE.
- b. IN NO EVENT SHALL LAWBRAINER HAVE ANY LIABILITY TO YOU IN EXCESS OF THE AMOUNTS PAID BY YOU TO LAWBRAINER FOR THE SERVICES DURING THE 12-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO LIABILITY.
- c. The Parties acknowledge that the Customer's primary (if not exclusive depending on the circumstances) remedy for a breach by LawBrainer of this Agreement is to terminate this Agreement. THE PARTIES SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT REFLECTS THE INTENDED ALLOCATION OF RISK AND LIABILITIES AS BETWEEN THE PARTIES.
- Indemnification. You shall defend, indemnify, and hold harmless LawBrainer, its affiliates, and each of their respective officers, directors, contractors, agents, representatives, and employees ("LawBrainer Indemnitees") against claims brought against LawBrainer Indemnitees by any third party arising from or related to: (a) any use of the Services by you or your Authorized Users in violation of the Agreement or any applicable law or regulation; (b) any Customer Content; (c)

Authorized User's negligent acts or omissions; and (d) an allegation that the Customer Content or other material provided by Customer, or use of Services by Customer in violation of the Agreement or applicable law or regulation, violates, infringes, or misappropriates the intellectual property rights of a third party. The foregoing shall apply regardless of whether such damage is caused by the conduct of the Subscriber, Authorized Users, or by the conduct of a third-party using your access credentials. Additionally, you shall reimburse LawBrainer for reasonable attorneys' fees and expenses incurred responding to any third-party subpoenas or other compulsory legal order or process associated with third party claims described in (a) through (d) above.

9. **General Terms**

- 9.1 **Authority**. By accepting this Agreement, you represent and warrant that you have full power and authority to enter into this Agreement. You further represent and warrant that if you are signing on behalf of an entity, that you have full power and authority to execute this Agreement on behalf of such entity.
- 9.2 **Assignment**. This Agreement shall be freely assignable by LawBrainer, provided that LawBrainer also assigns to such assignee such rights to the Services necessary to fulfill its obligations hereunder. Neither this Agreement, nor any rights or obligations hereunder, may be assigned or otherwise transferred, whether by operation of law or otherwise by a Subscriber.
- 9.3 **Binding**. This Agreement shall be binding upon and inure to the benefit of the parties hereto, your Authorized Users, and the parties' successors and assigns.
- 9.4 **Independent Parties**. The relationship of LawBrainer and Subscriber established by this Agreement is that of independent parties dealing at arm's length, and nothing contained in this Agreement will be construed (i) to give either party the power to direct and control the day-to-day activities of the other, (ii) to constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii) to allow either party to create or assume any obligation on behalf of the other for any purpose whatsoever.
- 9.5 **No Third-Party Beneficiaries**. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to the Agreement, except as may be created by the indemnity provisions herein.
- 9.6 **Notices and Other Communications**. LawBrainer may provide notice to you by using the email associated with your account or in the form on an announcement on the Service. For any notice to LawBrainer, it must be in writing and personally delivered, emailed to info@mylawbrainer.com, or sent by registered mail with tracking code, or overnight courier with tracking code, delivered at the following address: LawBrainer, LLC, P.O. Box 195914, Dallas, Texas 75219

- 9.7 **Force Majeure**. Except for payment obligations, neither party will be responsible for failure of performance due to causes beyond its reasonable control, such as fire, severe weather events, acts of God, labor disputes, actions of any government agency, acts of terrorism, epidemic, pandemic, or the stability or availability of the Internet or connectivity outside of the control of a party.
- 9.8 **Entire Agreement; No Waiver**. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein. No waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged. The failure by either party to enforce any rights hereunder shall not be construed as a waiver of any rights of such party.
- 9.9 **Severability**. If any term or provision of this Agreement is found to be restricted, prohibited, or unenforceable in any jurisdiction, this Agreement shall remain in full force and effect and such term or provision shall be deemed ineffective only to the extent of such restriction, prohibition, or unenforceability and without affecting the validity or enforceability of such term or provision in any other jurisdiction, and such term or provision shall be deemed modified to the extent necessary to make it enforceable.
- 9.10 **Collection Costs**. LawBrainer shall be entitled, in addition to any other rights and remedies it may have, to recover all expenses expended in any action to collect on subscription fees or other amounts owed by Subscriber to LawBrainer, including all court costs and reasonable attorney's fees.
- 9.11 **Governing Law and Venue**. This Agreement shall be governed in all respects by the laws of the State of Texas and the United States of America without regard to conflicts of law principles, and shall be considered made and accepted in Dallas County, Texas. In no event shall the United Nations Convention on Contracts for the International Sale of Goods apply to this Agreement. Venue for any and all disputes arising out of or relating to this Agreement shall be exclusive and mandatory in the state district courts of Dallas County, Texas and the Parties consent to personal jurisdiction therein.
- 9.12 **Injunctive Relief**. You acknowledge that the disclosure, threatened disclosure, or infringement of Confidential Information will cause irreparable harm to LawBrainer and that monetary damages alone will not be sufficient. In addition to any other remedies it may have, LawBrainer shall be entitled to specific performance, injunctive (temporary and permanent) and other equitable relief to protect its Confidential Information, all without the necessity of posting a bond or other security.
- 9.13 **Rights Reserved.** LawBrainer reserves all rights relating to the Services not expressly granted herein.

10. **Definitions**

- 10.1 "Agreement" means this User License Agreement.
- 10.2 "Admin Console" means the online console(s) or dashboard provided by LawBrainer to you for administering the Services.
- 10.3 "Administrator" means a Subscriber (as defined in Section 10.9,) with authority to designate additional Authorized Users and/or Administrators and commit the Subscriber to additional services from LawBrainer.
- 10.4 "Authorized Users" means an individual subscriber or the owners, members, directors, officers, employees, temporary employees, and independent contractors of an organization with a subscription to the Service or who have been added to the account as users.
- 10.5 "Authorized Clients" means an individual who has been invited by an Authorized User to use the client-facing features of the Service, via a Client Portal, in a limited capacity as a client of an Authorized User.
- 10.6 "Confidential Information" means all nonpublic information of LawBrainer that it protects against unrestricted disclosure to others, designates as confidential, or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood by you to be confidential or proprietary. Without limiting the foregoing, Confidential Information includes: (i) LawBrainer's services, technology, software, computer programs, computer applications/apps, computer modules, source code, object code, scripts, software documentation, data, inventions, research, specifications, drawings, diagrams, and concepts; (ii) LawBrainer's customers and customer information, business plans, marketing strategies, business opportunities, pricing, financial information, personally identifiable information, vendor and supplier identities and information; (iii) the graphics and user interface used for the Services; (iv) the LawBrainer's name, trademarks, logos, and service marks; (v) third-party information that LawBrainer is obligated to keep confidential; and (vi) the nature, content, and existence of discussions or negotiations between the Parties.

Confidential Information shall not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known by the receiving party at the time of its receipt from the disclosing party; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by the receiving party without reference to the other party's Confidential Information.

- 10.7 "Customer Content" means any information you, your Authorized Users, or Authorized Clients upload or post to the Services and any information provided by you to LawBrainer in connection with the Services.
- 10.8 "LawBrainer" means LawBrainer, LLC and its subsidiaries, affiliates, successors, and assigns.
- 10.9 "Services" means the legal case management software provided by LawBrainer, which includes all websites, cloud services, web-based applications, modules and products, and services provided as part of this platform, including any updates, upgrades, modifications, bug fixes, or customizations thereto.
- 10.10 "Subscriber" means the purchaser of the Services provided by LawBrainer and shall also include any present or former agent, employee, independent contractor, partner, representative, servant, spouse, attorney, and any entity who had authority to act on your behalf.
- 10.11 "You" or "your" refers to the Subscriber.