

BUSINESS SERVICES AGREEMENT

THIS MAIN SERVICES AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF ZNEST BUSINESS ACCOUNT SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. IF CUSTOMER REGISTERS FOR A FREE TRIAL OF ZNEST SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

ZNest's direct competitors are prohibited from accessing the Services, except with ZNest's prior written consent.

This Agreement was last updated on January 23, 2023. It is effective between Customer and ZNest as of the date of Customer's accepting this Agreement (the "**Effective Date**").

1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Business Services Agreement.

"**Capacity**" shall mean either the number of units in Customer's independent living facility or the number of beds in Customer's assisted living facility or memory care facility as inputted by the Customer through the Order Form or Site's online purchasing portal.

"**Business Account**" means the account Customers create to access or use the ZNest's Site

"**Content**" means information obtained by ZNest from publicly available sources or its third-party content providers and made available to Customer through the Services, or pursuant to an Order Form.

"**Customer**" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"**Customer Data**" means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-ZNest Applications.

"**Envelope(s)**" means a container for documents that Customers send to a recipient to sign through a third party electronic signature provider. An envelope can have one document or many documents, and one signer or many signers. Envelopes may contain information such as statuses (e.g., sent, delivered, completed, voided), information about the sender and delivery procedure.

"**Facility**" or "**Facilities**" means assisted living facility, independent living facility, memory care facility, nursing home or another entity in the senior care industry.

"**Free Services**" means Services that ZNest makes available to Customer free of charge. Free Services exclude Purchased Services.

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Order Form**" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and ZNest or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"**Purchased Services**" means Services that Customer or Customer's Affiliate purchases under through an

Order Form or online purchasing portal. Purchased Services exclude Free Services.

“**Services**” means the products and services that are ordered by Customer under an Order Form or online purchasing portal or provided to Customer free of charge (as applicable) or under a free trial and made available online by ZNest through ZNest’s consumer website (www.znest.com and related domains) and mobile applications (collectively, the “**Site**”).

“**ZNest**” means ZNest Seniors, Inc.

“**User**” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by ZNest without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, ZNest at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. ZNEST RESPONSIBILITIES

2.1 Provision of Purchased Services. ZNest will (a) make the Services and Content available to Customer pursuant to this Agreement, and the Order Form or Site’s online purchasing portal, (b) provide applicable ZNest standard support for the Purchased Services to Customer at no additional charge, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which ZNest does not need to give advance electronic notice), and (ii) any unavailability caused by circumstances beyond ZNest’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving ZNest employees), Internet service provider failure or delay, Non-ZNest Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to ZNest’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s and Users’ use of the Services in accordance with this Agreement and the applicable Order Form or Site’s online purchasing portal.

2.2 Provision of Free Services. NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY ZNEST” SECTION BELOW, THE FREE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND ZNEST SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE ZNEST’S LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED \$100.00. WITHOUT LIMITING THE FOREGOING, ZNEST AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF THE FREE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, (B) CUSTOMER’S USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO ZNEST AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER’S USE OF THE FREE SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER’S INDEMNIFICATION OBLIGATIONS HEREUNDER.

3. USE OF SERVICES AND CONTENT

3.1 Subscriptions. (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the Order Form or Site’s online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by ZNest regarding future functionality or features.

3.2 Pricing. Pricing of the Purchased Services are based on the Customer’s Capacity. Customer will be charged the price below or as found on the Order Form or Site’s online purchasing portal:

<u>Type of facility</u>	<u>Price for Premium Plan (monthly)</u>
Independent Living Facility	\$1.99 per unit per month
Assisted Living Facility	\$2.99 per bed per month
Memory Care Facility	\$2.99 per bed per month

The Pricing above includes Envelopes through ZNest’s third party electronic signature provider, currently SignNow, and Customer shall receive a maximum number of monthly Envelopes equal to Customer’s Capacity. If you require additional Envelopes, ZNest will charge you \$1.50 per additional Envelope.

ZNest reserves the right to increase its prices with 30 days prior written notice to the Customer. If Customer’s increases the number of its listed facilities or number of beds from its initial online subscription, Customer must immediately notify ZNest and/or pay any invoice for excess usage in accordance with the “Invoicing and Payment” section below. Pricing does not include third-party payment processing fees. Customer is responsible for any and all third-party payment processing fees as specified in Section 4.2.

3.3 Customer Responsibilities. Customer will (a) be responsible for Users’ compliance with this Agreement, Order Form or Site’s online purchasing portal terms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer’s use of Customer Data with the Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify ZNest promptly of any such unauthorized access or use, and (d) use Services and Content only in accordance with this Agreement, the Site’s Terms of Service, Order Form and applicable laws and government regulations. Any use of the Services in breach of the foregoing by Customer or Users that in ZNest’s judgment threatens the security, integrity or availability of ZNest’s services, may result in ZNest’s immediate suspension of the Services, however ZNest will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.4 Usage Restrictions. Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated in this Agreement or an Order Form, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of ZNest intellectual property except as permitted under this Agreement or an Order Form, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form, (j) frame or mirror any part of any Service or Content, other than framing on Customer’s own intranets or otherwise for its own internal business purposes, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3.5 Removal of Content. If Customer receives notice, including from ZNest, that Content may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Terms of Service, Customer will promptly do so. If Customer does not take required action, including deleting any Content Customer may have downloaded from the Services, in accordance with the above, or if in ZNest’s judgment continued violation is likely to reoccur, ZNest may disable the applicable Content, and/or Service. If requested by ZNest, Customer shall confirm deletion and discontinuance of use of such Content in writing and ZNest shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if ZNest is required by any third-party rights holder to remove Content or receives information that Content provided to Customer may violate

applicable law or third-party rights, ZNest may discontinue Customer's access to Content through the Services.

3.6 Account Creation. To access or use certain features of the Site or the Service, Customers must register for a Business Account and provide certain information about Customer Data as prompted by the account registration form. Customer represents and warrants that: (a) all required registration information submitted is truthful and accurate; (b) Customer will maintain the accuracy of such information.

- **FEES AND PAYMENT**

4.1 Fees. Customer will pay all fees specified in the Order Form or Site's online payment portal. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

4.2 Invoicing and Payment. Customer will provide ZNest with valid and updated credit card information or another acceptable payment form and make payment through ZNest's third-party payment processor, currently Stripe, Inc. If Customer makes payment, Customer authorizes ZNest's third-party payment processor to charge such credit card for all Purchased Services listed on the online portal or an Order Form and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. The third-party payment processor may charge, and Customer is responsible for an additional third-party payment processing fee. All payment for fees shall be made in advance, either monthly or in accordance with any different billing frequency stated in the applicable Order Form or online payment portal. If the Order Form specifies that payment will be by a method other than a credit card, ZNest will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees pursuant to an Order Form invoiced fees are due net 15 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to ZNest and notifying ZNest of any changes to such information.

4.3 Suspension of Service and Acceleration. If any charge owing by Customer under this or any other agreement for services overdue or Customer's payment cannot be processed, (or 10 or more days overdue in the case of amounts Customer has authorized ZNest to charge to Customer's credit card), ZNest may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, ZNest will give Customer at least 10 days' prior notice that its account is overdue.

4.4 Audit. ZNest reserves the right to, and Customer agrees that ZNest shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Customer involving the Services and Customer Data provided pursuant to this Agreement. Supplier agrees that ZNest shall have access, during normal working hours, to all necessary ZNest facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. ZNest may provide an invoice to Customer for any and all fees that should have been paid during the term of this Agreement which shall be due immediately.

- **PROPRIETARY RIGHTS AND LICENSES**

5.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, ZNest, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2 Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms or this Agreement.

5.3 License by Customer to ZNest. Customer grants ZNest, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for ZNest to provide and ensure proper operation of the Services and associated systems in

accordance with this Agreement. Subject to the limited licenses granted herein, ZNest acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, or such program code. Subject to the license above all these intellectual property rights are reserved. Customer may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions. Customer must not republish material from the Site (including republication on another website); sell, rent or sublicense material from the Site; show any material from the website in public; reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose; edit or otherwise modify any material on the website; or redistribute material from this website except for content specifically and expressly made available for redistribution. Where content is specifically made available for redistribution; it may only be redistributed within Customer's organization to Customer's Affiliates.

5.4 License by Customer to Use Feedback. Customer grants to ZNest and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of ZNest's or its Affiliates' services.

- **REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

6.1 Acknowledgement. In order to access or use the Services, Customer agrees that:

- Customer's access to or use of the Site and Services will only be in your capacity as an authorized representative of Customer's business;
- Customer will not use the Site and Services for other business activities aside from the Site and Service's intended purpose;
- Customer's complies with applicable laws and does not offer, advertise, sell, or lease illegal products and/or services;
- Customer grants ZNest a non-transferable, non-exclusive, royalty-free limited license to display your public website on the Services, or allow for its display through iframes or other framing technology; and
- If applicable, Customer understands that ZNest may display ratings and/or information based on health and safety inspections of your business.

6.2 Representation. You represent and warrant that:

- Customer has the authority to act on behalf of the business or businesses associated with or claimed through your Business Account and bind any such business (including any corresponding business entity) to this Agreement (such business or businesses, your "Business");
- Customer will not, and will not authorize or induce any other party to offer incentives of any kind, such as discounts, freebies, refunds, gift cards, contest entries, offers, or deals in exchange for the posting of reviews of your Business, or to prevent or remove reviews, and you understand and acknowledge that ZNest, through its Consumer Alerts, may publicly notify consumers about such incentives and other attempts to obtain, prevent, or remove reviews;
- Customer will not, and will not authorize or induce any other party to attempt to generate automated, fraudulent, or otherwise invalid ad impressions, inquiries, conversions, ad clicks, or other actions;

- use any automated means or form of scraping or data extraction to access, query or otherwise collect ZNest data, content and/or reviews from the Consumer Site or the Business Site, except as expressly permitted by ZNest;
- use any ZNest trademark or service mark in any manner without ZNest’s prior written consent; or
- misrepresent your identity or affiliation to anyone in connection with ZNest.

6.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ZNEST DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES PROVIDED FREE OF CHARGE, CONTENT AND BETA SERVICES ARE PROVIDED “AS IS,” AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

- **INDEMNIFICATION.** To the fullest extent permitted by applicable law Customer agrees to indemnify and hold ZNest and its Affiliates harmless from any claim or demand, including attorneys’ fees, arising out of your use of the Sites and/or the Services or Customer’s violation of this Agreement, Order Form, or the Terms of Use, or the infringement by you of any intellectual property or other right of any person or entity.
- **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ZNEST OR ITS AFFILIATES BE LIABLE FOR ANY, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE SITES AND/OR SERVICES, ARISING OUT OF THIS AGREEMENT, ZNEST’S ACTS OR OMISSIONS UNDER OR IN ANY WAY RELATED TO THE SITES, THIS AGREEMENT AND/OR SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH THE SITES, THIS AGREEMENT AND/OR SERVICES, REGARDLESS OF THE LEGAL THEORY, INCLUDING WITHOUT LIMITATION TORT, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY BY US OR ANY ASSOCIATED PARTY, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS OF THIS “LIMITATION OF LIABILITY” SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ZNEST OR ITS AFFILIATED PARTIES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE COMPLETE SITE/SERVICES OR THIS AGREEMENT EXCEED THE GREATER OF USD \$50.00 OR ANY COMPENSATION YOU PAY, IF ANY, TO ZNEST FOR ACCESS TO OR USE OF THE SITE AND/OR SERVICES OR THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE ZNEST OR ITS AFFILIATES’ LIABILITY FOR GROSS NEGLIGENCE, FRAUD, INTENTIONAL, WILLFUL, MALICIOUS, OR RECKLESS MISCONDUCT. SOME JURISDICTIONS (SUCH AS WASHINGTON STATE) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INDIRECT DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

- **TERM AND TERMINATION**

9.1 Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated or as specified in the applicable Order Form.

9.2 Termination. A party may terminate this Agreement for a (i) violation of the terms of this

Agreement or the Site's Term of Services or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.3 No Refund or Payment upon Termination. ZNest will not refund Customer regardless of termination date.

9.4 Surviving Provisions. Sections 4 through 10 will survive any termination or expiration of this Agreement.

10. DISPUTE RESOLUTION

10.1 The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Nevada and to the jurisdiction of the United States District Court for the District of Clark County for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Nevada or the United States District Court for the District of Clark County, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

10.2 WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL

10.3 Any unresolved controversy or claim arising out of or relating to this Agreement, except as (i) otherwise provided in this Agreement, or (ii) any such controversies or claims arising out of either party's intellectual property rights for which a provisional remedy or equitable relief is sought, shall be submitted to arbitration by one arbitrator mutually agreed upon by the parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the American Arbitration Association (the "AAA"), then by one arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement and who is chosen by the AAA. The arbitration shall take place in Clark County, NV, in accordance with the AAA rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all party witnesses, and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with the Nevada Code of Civil Procedure, the arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings. The prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the District of Clark County or any court of the State] of Nevada having subject matter jurisdiction.

11. GENERAL PROVISIONS

11.1 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

11.2 Entire Agreement. This Agreement and the Term of Services are the entire agreements between ZNest and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

11.3 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

11.4 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.5 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute waiver of that right.

11.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

11.7 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent. Subject to the foregoing, this Agreement and/or Order Form will bind and inure to the benefit of the parties, their respective successors and permitted assigns.