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### **Policy on Privacy**

Please see the [Privacy Policy](#) disclosures relating to the collection and use of Licensee's information. By using the website, you are consenting to the processing of your data by Alampi and consenting to Alampi's Privacy Policy.<sup>1</sup>

<sup>1</sup> Do you have a Privacy Policy? If not, it should be done. Alternatively, should the Terms of Use include the express right to use and publish data inputs without restriction for purposes of you benchmarking. For example, "Alampi does not claim ownership of the information that you may input or submit in connection with your use of the Documents ("Submissions"). However, by inputting, providing or submitting your Submission you are granting Alampi and its affiliates a irrevocable, non-exclusive, royalty-free, worldwide license to use your Submission in connection with the operation of its businesses, including, without limitation, the license rights to: use, adapt, copy, modify, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, reformat and sell your Submission on a deidentified basis and the right to sublicense such rights. You represent and warrant that you have proper authorization for the foregoing grant of a license to your submissions."

## **Miscellaneous**

1. Choice of Law. This Agreement shall in all respects be governed by the laws of the State of Michigan (regardless of the laws that might be applicable under principles of conflicts of law).

2. Counterparts. This Agreement may be executed in any number of counterparts and may be executed and transmitted by facsimile or electronic means. All counterparts shall collectively constitute one and the same Agreement.

3. Force Majeure. Neither party shall be in default of this Agreement or be liable for any delay or failure in performance resulting directly or indirectly from any cause beyond its reasonable control; provided however, that either party who fails because of force majeure to perform its obligations hereunder shall, upon the cessation of the force majeure, take all reasonable steps within its power to resume compliance under the Agreement with the least possible delay.

4. Assignment. Licensee may not assign or otherwise transfer this Agreement or any other rights or obligations herein without the express written consent of Alampi. Alampi may assign or otherwise transfer this Agreement or any other rights or obligations herein. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

5. Entire Agreement. The terms and conditions contained herein, constitutes the entire agreement between the parties hereto relating to the subject matter of this Agreement and shall supersede all previous communications between the parties hereto with respect to the subject matter of this Agreement. Neither Alampi nor the Licensee has entered into this Agreement in reliance upon any representation, warranty, covenant or undertaking of the other party that is not set out or referred to in this Agreement.

6. Amendment. This Agreement may be modified or amended only by the written agreement of the parties hereto specifically referencing this Agreement. Any terms and conditions stated on a purchase order or other accounting statement, whether delivered prior to or subsequent to this Agreement, shall not modify the terms and conditions of this Agreement.

7. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, then the parties hereto shall substitute such provision with a legal, valid and enforceable provision which attempts to obtain the same result as the provision declared illegal, invalid or unenforceable. The provisions hereof are severable, and in the event any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, then the remaining

provisions of this Agreement shall remain binding on Alampi and the Licensee.

8. No Waiver. No failure or delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof. No single or partial exercise of any right or power hereunder shall operate as a waiver of such right or of any other right or power. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach hereunder.

9. Alampi Marks. The Licensee shall not use in advertising, publicity, promotion, marketing or any other activity, any name, trade name, trademark, service mark or other designation of Alampi, except upon the prior written consent of Alampi.

10. Usage. Wherever any provision of this Agreement uses the term "including" (or "includes"), such term shall be deemed to mean "including without limitation" and "including but not limited to" (or "includes without limitation" and "includes but is not limited to") regardless of whether the words "without limitation" or "but not limited to" actually follow the term "including" (or "includes").

11. Headings. The descriptive headings of the several sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

12. Notices; Amendment of Terms. Any notice or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered personally, sent by facsimile or email but only if receipt is acknowledged, Federal Express (or other similar reputable third party delivery service), registered mail or certified mail, postage prepaid and addressed to Jim Alampi 7111 Dixie Highway Suite 116, Clarkston, Michigan 48346 or [jim@alampi.com](mailto:jim@alampi.com). Alampi may amend this Agreement at any time by posting the amended terms on this website.

13. Survival. Notwithstanding anything to the contrary herein, the following sections will survive any attempt by the Licensee to terminate or cancel this License Agreement for any reason: (i) Representations and Warranties; Disclaimers, (ii) Grant of Limited License, (iii) Intellectual Property, (iv) Indemnification, (v) Default: Alampi's rights, and (vi) Miscellaneous.