

SPINS  
Product Hub  
END USER LICENSE AGREEMENT AND TERMS OF SERVICE

IMPORTANT – THIS IS A LEGAL AGREEMENT BETWEEN YOU ("You" or the "Authorized User") AND SPINS LLC ("We" or "SPINS"). BEFORE DOWNLOADING, ACCESSING, OR USING ANY PART OF SPINS' PROPRIETARY PRODUCT INFORMATION RESOURCE CENTER, INCLUDING ANY RELATED WEBSITE OR PLATFORM (the "Product Hub") AND ANY PROGRAMS, SERVICES, TOOLS, MATERIALS, OR INFORMATION AVAILABLE THROUGH THE PRODUCT INFORMATION RESOURCE CENTER OR USED IN CONNECTION THEREWITH (HEREINAFTER, COLLECTIVELY REFERRED TO AS "PRODUCT HUB"), YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS END USER LICENSE AGREEMENT AND TERMS OF SERVICE (this "Agreement") AS THEY GOVERN YOUR ACCESS TO AND USE OF PRODUCT HUB. SPINS IS WILLING TO LICENSE AND ALLOW THE USE OF PRODUCT HUB ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

BY CLICKING "ACCEPT" AT THE END OF THIS AGREEMENT OR BY INSTALLING, ACCESSING, OR USING ANY PART OF PRODUCT HUB, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND ITS TERMS AND CONDITIONS, AND THAT YOU AGREE TO BE BOUND LEGALLY BY IT AND ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION BY SPINS TO INSTALL, ACCESS, OR OTHERWISE USE PRODUCT HUB. IN SUCH CASE, PLEASE CLICK "REJECT" AND PROMPTLY RETURN AND/OR DELETE ANY MATERIALS RELATED TO PRODUCT HUB THAT YOU HAVE RECEIVED FROM SPINS OR THAT YOU HAVE IN YOUR POSSESSION.

TERMS AND CONDITIONS

As the person with primary responsibility for your organization's PRODUCT HUB account (the "Account Owner"), you agree to the following terms for yourself and on behalf of your organization ("Merchant"):

1. **PRODUCT INFORMATION AND LICENSE.** You represent, warrant and covenant to SPINS that Merchant owns all data, text, images, graphics, logos and other content related to Merchant's products (the "Product Data" and together with any other documents, files or other content uploaded or provided by Merchant in connection with PRODUCT HUB, the "Merchant Content"). SPINS acknowledges that Merchant retains the copyright, trademark and any other proprietary rights Merchant may already hold in the Merchant Content provided that Merchant grants SPINS a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, use, display, distribute, sublicense and adapt any Merchant Content supplied to SPINS under this Agreement in connection with SPINS' business. You represent, warrant and covenant that Merchant has all necessary rights required to provide the foregoing license and that such license does not violate any agreement to which Merchant is a party. You agree that Merchant will populate PRODUCT HUB with all of Merchant's Product Data and other Merchant Content in accordance with the fields provided in the Product Hub interface or other method made available by SPINS. You further agree that Merchant will keep the Merchant Content up-to-date and ensure its accuracy, including at a minimum, reviewing the Merchant Content once every six months. SPINS shall require its PRODUCT HUB licensee's to agree to use any images or trademarks that are a part of Merchant Content in a manner that is consistent with Merchant's reasonable standards for such use. SPINS shall not be responsible for actions or omissions by its licensees including any that may violate Merchant's standards.
2. **PRODUCT HUB LICENSE GRANT.** This Agreement provides to you a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to use PRODUCT HUB, the Product Hub and any

programs, services, tools, materials, or information made available through or from the Product Hub solely with respect to the Merchant Content and conditioned on your continued compliance with the terms and conditions of this Agreement. This Agreement and the foregoing license permits you to use and access PRODUCT HUB and the Product Hub for your internal business purposes only, which includes the transmission of Merchant Content solely on behalf of Merchant to Merchant's retail partners in the ordinary course. You may also print and download materials and information from PRODUCT HUB solely for your internal business use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information. If you are using PRODUCT HUB on behalf of a company or other form of entity, please note that such entity may have a separate agreement with SPINS regarding access and usage privileges for PRODUCT HUB and the Product Hub, which may apply to you. Nevertheless, your personal use of PRODUCT HUB and the Product Hub will be subject to the obligations and restrictions set forth in this Agreement.

3. **RESTRICTIONS.** The foregoing license is limited. You may not use, copy, store, reproduce, transmit, distribute, release, display, rent, lease, sell, modify, alter, integrate, merge, license, sublicense, or commercially exploit any data provided by SPINS through PRODUCT HUB or the Product Hub in any manner not expressly permitted by this Agreement. No disclosure or publication of PRODUCT HUB or the data contained therein to a third party or the public in general is permitted except as expressly authorized in this Agreement. For the avoidance of doubt, the foregoing restrictions do not apply to Merchant's proprietary Merchant Content, which you may export from the Product Hub for your business purposes. In addition, you may not modify, translate, decompile, create any derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use PRODUCT HUB or the Product Hub in any manner not expressly permitted herein. Moreover, you may not (i) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of PRODUCT HUB or in any way reproduce or circumvent the navigational structure or presentation of the Product Hub to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Product Hub, (ii) attempt to gain unauthorized access to any portion or feature of PRODUCT HUB or the Product Hub, including, without limitation, the account of any other Authorized User(s), or any other systems or networks connected to the Product Hub or to any SPINS server or to any of the services offered on or through the Product Hub, by hacking, password "mining," or any other illegitimate or prohibited means, (iii) probe, scan, or test the vulnerability of the Product Hub or any network connected to the Product Hub, nor breach the security or authentication measures on the Product Hub or any network connected to the Product Hub, (iv) reverse look-up, trace, or seek to trace any information on any other Authorized User or visitor to the Product Hub, (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Product Hub or SPINS' systems or networks or any systems or networks connected to the Product Hub, (vi) use any device, software, or routine to interfere with the proper working of the Product Hub or any transaction conducted on the Product Hub, or with any other person's use of PRODUCT HUB or the Product Hub, (vii) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to SPINS on or through the Product Hub, (viii) use PRODUCT HUB or the Product Hub to harvest or collect e-mail addresses or other contact information; (ix) market, co-brand, private label, separately distribute, resell, or otherwise permit third parties to access and use PRODUCT HUB (or any part thereof including the Product Hub) without SPINS' express, separate, and prior written permission, or (x) use PRODUCT HUB or the Product Hub in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact SPINS. During the term of this Agreement and for a period of five years following

termination, Merchant agrees not to use, and not authorize or make available for others to use PRODUCT HUB in any manner to compile or create a database or other tool for aggregating product data in any manner that is competitive with PRODUCT HUB, the Product Hub or SPINS. In the event that the immediately preceding restriction is deemed to exceed the time or scope limitations permitted by applicable law, then such provision shall be reformed to the maximum time or scope limitations, as the case may be, permitted by applicable law. The restrictions set forth in this Section 3 shall survive the expiration or termination of this Agreement.

4. **PROPRIETARY RIGHTS.** This Agreement provides only a limited license to access and use PRODUCT HUB and the Product Hub as specified in Section 2 above. Accordingly, you expressly acknowledge and agree that SPINS transfers no ownership or intellectual property interest or title in and to PRODUCT HUB or the Product Hub to you or anyone else. All images, text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, enhancements, improvements or changes to Merchant Content made by SPINS, and documentation as well as the design, structure, selection, functionality, coordination, aggregation, compilation, expression, "look and feel," and arrangement of any content contained on or available through PRODUCT HUB (including the integration of items from SPINS' proprietary SPINS Product Library or other SPINS' products and services), unless otherwise indicated, are owned, controlled, and licensed by SPINS and its successors and assigns and are protected by law including, but not limited to, copyright, trade secret, patent, and trademark law. Except as expressly provided herein, SPINS does not grant any express or implied right to you or any other person under any intellectual or proprietary rights. Nothing in this Agreement restricts SPINS' rights with respect to SPINS' products or services regardless of whether they rely in whole or in part on Merchant Content licensed hereunder and Merchant agrees not to assert any proprietary or other rights to such SPINS products or services against SPINS or SPINS' licensees, successors and/or assigns, each of whom shall be considered third party beneficiaries of this Agreement. PRODUCT HUB, SPINS, the SPINS logo, and all other names, logos, and icons identifying SPINS and its programs, products, and services are proprietary trademarks of SPINS, and any use of such marks, including, without limitation, as domain names, without the express written permission of SPINS is strictly prohibited. Certain images, service and entity names included in PRODUCT HUB are licensed from third parties and are the trademarks and/or service marks of their respective third party owners.
5. **USER OBLIGATIONS.** By downloading, accessing, or using PRODUCT HUB or the Product Hub in order to view information and materials or submit information of any kind, you represent that you will, at all times, provide true, accurate, current, and complete information when submitting information or materials on PRODUCT HUB, including, without limitation, when you provide Merchant Content. If you knowingly provide any false, inaccurate, untrue, or incomplete information, SPINS reserves the right to terminate immediately your access to and use of PRODUCT HUB. SPINS also reserves the right to terminate or suspend your access to PRODUCT HUB and the Product Hub if the Product Data and other Merchant Content you provide is not kept up to date or contains an unacceptable amount of errors or inaccuracies as determined by SPINS. You are required to promptly notify SPINS if you become aware of any inaccuracies or changes in the information contained in Merchant Content currently contained within PRODUCT HUB. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of PRODUCT HUB and the Product Hub. This Agreement is also expressly made subject to any applicable export laws, orders, restrictions, or regulations. You shall not export PRODUCT HUB (or access to the Product Hub) outside of the United States without complying with such laws, orders, restrictions, or regulations. For the avoidance of doubt, the foregoing restriction applies solely to exporting data from the U.S. to a foreign jurisdiction. In addition, you also acknowledge and agree that use of the Internet and access to or transmissions or communications with the Product Hub is solely at your

own risk. While SPINS has endeavored to create a secure and reliable environment for the Product Hub, you should understand that the confidentiality of any communication or material transmitted to/from the Product Hub over the Internet or other form of global communication network cannot be guaranteed. Accordingly, SPINS is not responsible for the security of any information transmitted to or from the Product Hub. You agree to assume all responsibility concerning activities related to your use of PRODUCT HUB and the Product Hub, including, providing any support or meeting any requirements of your contracts with third parties who are authorized to use the Product Hub on your behalf and maintaining and backing up any data.

6. **SUPPORT.** Email support for PRODUCT HUB shall be provided by SPINS at no cost to you. Any support, training, updates, upgrades, or maintenance of or for PRODUCT HUB shall only be available through the sole discretion of SPINS or pursuant to the terms and conditions of a separate written agreement with SPINS.
7. **USER NAME HANDLING POLICY.** Registration as an Authorized User for access to certain areas of the Product Hub may require both a user name and a password. Only one Authorized User can use one user name and password and, thus, one account. By using the Product Hub, you agree to consider your user name and password as confidential information and to keep your user name and password confidential. You also agree not to use another Authorized User's user name and password. You will immediately notify SPINS if you become aware of any loss or theft of your password or any unauthorized use of your user name and password. SPINS cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. SPINS reserves the right to delete or change (with notice) a user name or password as it deems necessary. You will be responsible for disabling the account of any user whose affiliation with Merchant terminates for any reason within five (5) days of such termination.
8. **PRE-SCREENING OF MERCHANT CONTENT.** SPINS is not responsible for screening, policing, validating, editing, or monitoring any Product Data or other Merchant Content posted by you or another Authorized User and encourages all of its Authorized Users to use reasonable discretion and caution in reviewing any Merchant Content posted or uploaded to PRODUCT HUB. Notwithstanding the foregoing, SPINS will review portions of the Merchant Content uploaded by you and will notify you if SPINS discovers any inaccuracies or discrepancies. SPINS reserves the right to modify Merchant Content to correct errors it discovers. Any notification by SPINS to you of inaccuracies or errors in your Merchant Content or modification of Merchant Content by SPINS shall not affect or alter your indemnity obligations under this Agreement or your responsibility to ensure the continued accuracy and completeness of the Merchant Content. To the extent that SPINS makes an alteration or correction to Merchant Content that Merchant objects to and the parties cannot agree upon the disposition of the disputed content, SPINS reserves the right to remove the disputed content. SPINS further reserves the right to delete or take other action with respect to Merchant Content (or parts thereof) that SPINS believes in good faith violate this Agreement and/or are, or are potentially, unlawful or harmful to SPINS or its products, services, and goodwill. If you violate this Agreement, SPINS may, in its sole discretion, delete the unacceptable content, remove or delete the Merchant Content in its entirety, issue you a warning, and/or terminate your use of PRODUCT HUB among other remedies which may be available.
9. **AGENTS.** You may use an agent or other third party contractor to fulfill your obligations with respect to the Product Hub, populating PRODUCT HUB with Merchant Content and ensuring that such Merchant Content remains accurate and up to date provided that such third party (i) obtains a separate account with a unique user name and password for PRODUCT HUB; and (ii) agrees to be bound by this Agreement by clicking "ACCEPT" to the terms for such account. You shall be

responsible for the actions taken by any third party on your behalf with respect to PRODUCT HUB. SPINS reserves the right to deny access to any third party you request if SPINS determines that such party is unacceptable in its reasonable discretion.

10. CUSTOMIZATION. The terms of this Agreement shall apply to PRODUCT HUB and the Product Hub in the standard format made generally available by SPINS. Should you request custom options, custom content or functionality in the Product Hub, such custom features, if agreed to be developed and/or provided by SPINS, shall be subject to terms and conditions set forth under a separate agreement to be entered into by you and SPINS.
11. FEEDBACK AND SUBMISSIONS. SPINS welcomes your feedback and suggestions about SPINS' products or services, including PRODUCT HUB. By transmitting or providing any suggestions, information, material, or other content (collectively, "feedback") to SPINS, you represent and warrant that such feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey to SPINS and enable SPINS to use such feedback. In addition, any feedback received in connection with PRODUCT HUB will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license for SPINS to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the contrary.
12. LINKS TO OTHER SITES. SPINS may provide links, in its sole discretion, to other sites on the World Wide Web for your convenience in locating or accessing related information, products, and services. These sites have not necessarily been reviewed by SPINS and are maintained by third parties over which SPINS exercises no control. Accordingly, SPINS expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party Web sites. Moreover, these links do not imply an endorsement with respect to any third party or any Web site or the products or services provided by any third party.
13. DISCLAIMER. WHILE SPINS ENDEAVORS TO PROVIDE RELIABLE INFORMATION, SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS, THE INFORMATION, SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS AVAILABLE ON OR THROUGH THE PRODUCT HUB ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. SPINS IS ALSO NOT RESPONSIBLE FOR ANY MERCHANT CONTENT PROVIDED BY YOU THAT IS AVAILABLE THROUGH OR FROM THE PRODUCT HUB. MOREOVER, SPINS MAY MAKE MODIFICATIONS AND/OR CHANGES TO PRODUCT HUB, THE PRODUCT HUB OR TO THE INFORMATION, SERVICES, PROGRAMS, SOFTWARE, WEBSITE AND MATERIALS AVAILABLE THROUGH THE PRODUCT HUB AT ANY TIME AND FOR ANY REASON. YOU ASSUME THE SOLE RISK OF MAKING USE AND/OR RELYING ON THE INFORMATION, SERVICES, PROGRAMS, AND MATERIALS AVAILABLE THROUGH THE PRODUCT HUB. SPINS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE RESULTS THAT CAN BE ACHIEVED FROM OR THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE INFORMATION, SERVICES, PROGRAMS, AND MATERIALS AVAILABLE THROUGH THE PRODUCT HUB FOR ANY PURPOSE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. SPINS ALSO MAKES NO REPRESENTATION OR WARRANTY THAT PRODUCT HUB WILL OPERATE ERROR FREE OR IN

AN UNINTERRUPTED FASHION OR THAT ANY FILES OR INFORMATION THAT YOU DOWNLOAD FROM PRODUCT HUB WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES.

14. **LIMITATION OF LIABILITY.** You expressly absolve and release SPINS from any claim of harm resulting from a cause beyond SPINS' control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes, or other labor problems, wars, or governmental restrictions. If Merchant provides SPINS with notice of any error or other issue with PRODUCT HUB or the Product Hub, SPINS shall endeavor to correct the error or address the issue as Merchant's sole remedy for any such issue. MOREOVER, IN NO EVENT SHALL SPINS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE PRODUCT HUB, WITH THE DELAY OR INABILITY TO USE PRODUCT HUB, OR FOR ANY INFORMATION, SERVICES, PROGRAMS, PRODUCTS, WEBSITES AND MATERIALS AVAILABLE THROUGH PRODUCT HUB, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF SPINS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY OF SPINS FOR ANY REASON WHATSOEVER RELATED TO USE OF PRODUCT HUB SHALL NOT EXCEED (I) THE TOTAL AMOUNT PAID BY YOU TO SPINS IN CONNECTION WITH THE SUBJECT MATTER OF THE PARTICULAR DISPUTE DURING THE THREE MONTHS PRIOR TO THE DISPUTE OR (II), IF NO AMOUNT IS PAID BY LICENSEE TO SPINS DURING THE RELEVANT THREE MONTH PERIOD, \$5,000.
15. **15. INDEMNITY.** You agree to indemnify, defend and hold harmless SPINS and its affiliates and all of their respective employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising from (i) the Merchant Content (ii) use of PRODUCT HUB or the Product Hub by any users you authorize, including third party brokers or agents utilizing PRODUCT HUB or the Product Hub on your behalf; and (iii) any breach by you or your agents of this Agreement.
16. **16. GOVERNING LAW.** This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the United States of America and the State of Illinois, U.S.A. as applied to agreements entered into and completely performed in the State of Illinois. You and SPINS each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction, and venue of the courts in the State of Illinois for any disputes between us under or arising out of this Agreement. You also agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement and acknowledge that either party may seek attorney's fees in any proceeding. Any claim you might have against SPINS must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement and is hereby disclaimed. You access PRODUCT HUB of your own volition and are responsible for compliance with all applicable local laws with respect to your access and use of PRODUCT HUB. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Please contact SPINS if you wish to receive a printed copy of this Agreement.

17. ENFORCING SECURITY ON THE SITE. Actual or attempted unauthorized use of PRODUCT HUB may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. SPINS reserves the right to view, monitor, and record activity on PRODUCT HUB without notice or permission from you, including, without limitation, by archiving information provided by you through PRODUCT HUB. Any information provided by you may be subject to disclosures required by or under applicable law or related government agency actions. SPINS will also comply with all court orders involving requests for such information. In addition to the foregoing, SPINS reserves the right, at any time and without notice, to modify, suspend, terminate, or interrupt operation of or access to PRODUCT HUB, or any portion of PRODUCT HUB, in order to protect PRODUCT HUB, SPINS, or SPINS' business.
18. TERM AND TERMINATION. This Agreement and your right to use PRODUCT HUB will take effect at the moment you click "ACCEPT" or you install, access, or use PRODUCT HUB and is effective until terminated as set forth below. In addition, SPINS reserves the right at any time and on reasonable grounds, which shall include, without limitation, any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any term or condition of this Agreement, to deny your access to PRODUCT HUB or to any portion thereof in order to protect its name and goodwill, its business, and/or other Authorized Users, and this Agreement will also terminate automatically if you fail to comply with this Agreement, subject to the survival rights of certain provisions identified below. Termination by SPINS pursuant to the foregoing will be effective without notice. You may also terminate this Agreement after the first anniversary of the date on which you click "ACCEPT" upon no less than ninety (90) days written notice to SPINS prior to the expiration of the then current term. In the absence of a termination as permitted by this Section 18, this Agreement shall have an initial term of one year and shall automatically renew for additional one year terms. In the event of the termination of this Agreement, all applicable provisions of this Agreement will survive termination, as identified below. Upon termination, you must destroy all copies of any aspect of PRODUCT HUB in your possession. In addition to the miscellaneous section below, the provisions concerning SPINS' proprietary rights, license to the Merchant Content, indemnity, disclaimers of warranty, limitation of liability, and governing law will survive the termination of this Agreement for any reason
19. MISCELLANEOUS. You acknowledge that any breach, threatened or actual, of this Agreement will cause irreparable injury to SPINS, such injury would not be quantifiable in monetary damages, and SPINS would not have an adequate remedy at law. You therefore agree that SPINS shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this Agreement. Accordingly, you hereby waive any requirement that SPINS post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to SPINS to enforce any provision of this Agreement. The parties agree that this Agreement is for the benefit of the parties hereto as well as SPINS' licensees. Neither you nor Merchant may assign the rights or obligations under this Agreement to any other person or entity without SPINS' prior written consent. SPINS may freely assign this Agreement without any prior notice to you or Merchant. Failure by SPINS to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver by SPINS of that or any subsequent default or failure of performance. If any provision (or part thereof) contained in this Agreement is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language. No joint venture, partnership, employment, or agency relationship exists between you and SPINS as result of this Agreement or your utilization of

PRODUCT HUB. Headings herein are for convenience only. This Agreement represents the entire agreement between you and SPINS with respect to use of PRODUCT HUB, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and SPINS with respect to PRODUCT HUB