

Terms of Service

These Terms of Service (this “**Agreement**”) govern your use of the Service. By creating an account, clicking “I Agree”, or using the Service, you (“**Licensee**”) agree to be bound by these Terms. This Agreement is between Sturdy Statistics, a California LLC (“**Licensor**”), and Licensee. The “Effective Date” of this Agreement is the date on which you first accept these Terms. Licensor and Licensee may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties agree as follows:

1 Definitions

- a) “**API**” means the application programming interface provided by Licensor, including its endpoints, schemas, and related developer resources, as updated from time to time.
- b) “**Platform**” means the visual, browser-based interface provided by Licensor for data visualization, query development, and business intelligence.
- c) “**Services**” means, collectively, the API and the Platform.
- d) “**Documentation**” means the written or online user guides, specifications, and technical materials describing the Services that Licensor makes available to Licensee.
- e) “**Licensor Offering**” means Licensor’s Services, hosted technology, software, and Documentation accessible at <https://sturdystatistics.com> and any successor domains or subdomains.
- f) “**Updates**” means modifications, improvements, bug fixes, patches, or new versions of the Services that Licensor may make available in its discretion.
- g) “**Beta Features**” means any APIs, endpoints, tools, or functionality identified by Licensor as beta, experimental, limited release, preview, or otherwise not yet generally available. Beta Features are provided “as is” and may be modified, suspended, or discontinued at any time without notice or liability.
- h) “**Access Credentials**” means security credentials, API keys, login information, or OAuth tokens used to authenticate and access the Services.
- i) “**Authorized Users**” means Licensee’s employees, contractors, or other personnel who are authorized by Licensee to access and use the Platform on Licensee’s behalf, subject to the terms of this Agreement.
- j) “**Applications**” means any software, scripts, tools, or services developed or operated by Licensee to interact with the API.
- k) “**Licensee Data**” means data, content, or other material that Licensee (or its Authorized Users) uploads to or transmits through the Services or the Licensor Offering.
- l) “**Prohibited Data**” means any data that Licensor does not permit to be submitted to or processed by the Licensor Offering, including: (i) Protected Health Information (PHI) under HIPAA; (ii) personal data subject to the EU GDPR, UK GDPR, or any similar comprehensive data protection regime outside the Territory; (iii) payment card data subject to PCI-DSS; (iv) any data that would cause Licensor to become subject to sector-specific regulation (e. g., FERPA, GLBA), unless otherwise expressly agreed in writing; and (v) any other data types that Licensor designates as prohibited in writing or in the Documentation.
- m) “**Usage Data**” means technical logs, metrics, and telemetry generated by use of the Services or the Licensor Offering (e. g., request volume, latency, error rates), as well as quantitative metadata about Licensee Data (such as aggregate size, row count, or storage usage), but excluding the content of Licensee Data itself.

- n) “**Aggregated/De-identified Data**” means statistical or technical information derived solely from Usage Data that has been aggregated or de-identified so that it cannot reasonably be used to identify a natural person or any specific Licensee, and that does not include the content of any Licensee Data.
- o) “**Restricted Jurisdictions**” means (i) the European Economic Area (EEA), (ii) the United Kingdom, and (iii) Switzerland, and any jurisdiction in which the EU GDPR or UK GDPR would apply to either Party solely by virtue of offering or using the Services.
- p) “**Territory**” means worldwide, excluding the Restricted Jurisdictions. The Services are not offered in, and may not be used to target or process personal data of data subjects located in, the Restricted Jurisdictions.
- q) “**Applicable Data Protection Laws**” means, as applicable to a Party’s activities under this Agreement, the data protection, privacy, and security laws in force within the Territory; for clarity, this Agreement does not contemplate compliance with the EU GDPR or UK GDPR.
- r) “**High-Risk Activities**” means activities where failure of the Services could reasonably be expected to result in death, personal injury, or severe property or environmental harm, including but not limited to operation of medical, aviation, nuclear, emergency response, or life-support systems.

2 License

Licensor does not offer the Licensor Offering in the Restricted Jurisdictions. Licensee shall not use the Licensor Offering to collect, transmit, or process personal data of individuals located in the Restricted Jurisdictions. Licensee represents and warrants that it will not use the Licensor Offering to collect, transmit, or process data subject to the EU GDPR, the UK GDPR, or similar laws in the Restricted Jurisdictions.

(a) Access and Use Grant: Subject to payment of Fees and the terms of this Agreement, Licensor grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right, solely within the Territory, during the Term to: (i) Platform Access: Access and use the Platform solely for Licensee’s internal business purposes in accordance with this Agreement and the Documentation; and (ii) API License: Use the API to develop, test, and operate Applications that interact with the Licensor Offering in accordance with this Agreement and the Documentation.

(b) Use Restrictions: Licensee may only use the Services within the scope of the license granted under this Agreement. Licensee shall not, and shall not permit any third party to: (i) copy, modify, or create derivative works of the Services or the Documentation, in whole or in part; (ii) rent, lease, lend, time-share, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Services available to any third party; (iii) reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive or access any source code, underlying algorithms, or internal data structures of the Services, except to the extent expressly permitted by applicable law; (iv) use the Services in any manner that violates applicable law, infringes intellectual property rights, or breaches the rights of any third party; (v) use the Services to replicate or compete with the Licensor Offering or to develop any substantially similar or substitute service; (vi) attempt to access the Services by any means other than through the Access Credentials provided by Licensor; (vii) use any robot, spider, scraper, or other automated means to access the Platform for any purpose without Licensor’s express written permission; (viii) permit multiple Authorized Users to share a single login credential (i. e., ‘seat sharing’); (ix) use the Services in a way that interferes with or disrupts the integrity, security, or performance of the Licensor Offering or its infrastructure; or (x) submit, upload, or transmit any

Prohibited Data or any other data that Licensor is not permitted to receive under applicable law, including data subject to the EU GDPR or UK GDPR.

Any submission of Prohibited Data is a violation of this Agreement and voids any obligations of Licensor with respect to the receipt, processing, storage, or deletion of such data.

(c) Additional Limitations: Licensor does not act, and shall not be deemed to act, as a data processor or service provider under the EU GDPR, UK GDPR, or any similar privacy regime. Licensee shall not use the Licensor Offering to process any personal data that would subject Licensor to such obligations.

Licensee acknowledges that the Licensor Offering may generate probabilistic, statistical, or algorithmic outputs that may be inaccurate, incomplete, or require human review. Licensee is solely responsible for decisions made or actions taken based on such outputs, and Licensor shall have no liability arising from Licensee's reliance on or interpretation of the outputs. Licensor makes no warranty as to the accuracy or completeness of any such outputs.

Licensee shall not use the Services for High-Risk Activities where inaccuracies could lead to death, personal injury, or severe property or environmental damage, and Licensor disclaims all liability arising from any such use.

(d) Reservation of Rights: Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants to Licensee or any third party, by implication, waiver, estoppel, or otherwise, any intellectual property right or other right, title, or interest in or to the Services, the Licensor Offering, or any related technology or materials.

3 Free Trial

(a) Evaluation Purposes Only: If Licensee is accessing the Service under a free trial or evaluation period (a "Free Trial"), the Service is provided solely for Licensee's internal testing and evaluation purposes. Licensor does not offer Service Level Agreements (SLAs), support guarantees, or warranties of any kind during a Free Trial. The Service during a Free Trial is provided "AS IS" and "AS AVAILABLE", and Licensor shall have no liability for any harm or damage arising out of or in connection with a Free Trial.

(b) Data Loss and No Upgrades: Licensor does not support migrating or upgrading a Free Trial account to a paid enterprise account. Upon expiration or termination of the Free Trial, Licensee's access to the Service will immediately cease, and all data, configuration, or other information uploaded or created by Licensee during the Free Trial will be permanently deleted and cannot be recovered. If Licensee chooses to purchase a paid subscription following a Free Trial, Licensee will be provisioned a new, empty account and will start from a clean slate.

4 Data Ownership and Rights

(a) Ownership of Licensee Data: Licensee retains full ownership, title, and interest in all Licensee Data. Licensor acquires no rights in Licensee Data other than those expressly granted in this Agreement. Licensor does not access, use, or analyze the contents of Licensee Data except as

necessary to provide and maintain the Licensor Offering, and will not reproduce, distribute, or disclose Licensee Data except as expressly permitted herein or with the prior written consent of Licensee. Licensee Data shall be deemed Confidential Information of Licensee.

(b) Limited License to Licensor: Licensee grants Licensor and its authorized subcontractors a non-exclusive, worldwide, royalty-free license to process Licensee Data solely for the limited purposes of: (i) operating, maintaining, and supporting the Licensor Offering (including responding to API requests and enforcing usage limits); (ii) debugging or troubleshooting system functionality; or (iii) complying with applicable legal or regulatory obligations. This license automatically terminates upon expiration or termination of this Agreement, except to the extent necessary for (a) completing any migration or data-export operation requested by Licensee, (b) complying with legal, regulatory, or liability-related obligations, or (c) maintaining disaster recovery or business continuity backups created in the ordinary course of business.

(c) Data Protection and Retention: Licensor shall implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of Licensee Data, consistent with generally accepted industry practices for hosted services of similar nature and scale. Licensor shall use reasonable efforts to detect and respond to security incidents that affect the Licensor Offering and, in the event of any confirmed unauthorized access to Licensee Data, shall notify Licensee without undue delay and cooperate in good faith to mitigate the impact of such incident.

Except as otherwise required by law or agreed in writing, Licensor shall delete Licensee Data from its active systems upon termination or expiration of this Agreement.

(d) Support Access: With Licensee's consent — either given in writing, or by initiating a support request — Licensor or its authorized subcontractors may temporarily access Licensee Data for the limited purpose of investigating, reproducing, or resolving a technical issue or providing support services requested by Licensee. Such access will be limited to the minimum scope and duration necessary to fulfill the request, and all information viewed or handled in this context shall remain strictly confidential. Licensor shall promptly remove or delete any copies or temporary artifacts created in the course of providing support once the issue is resolved, except for routine system backups or logs retained in accordance with Licensor's standard retention schedules.

(e) Emergency Security Investigations: Notwithstanding anything to the contrary, Licensor reserves the right to access Licensee Data without prior consent during emergency conditions, such as a suspected security breach or abuse of the Licensor Offering, solely to the extent necessary to investigate and mitigate the emergency. Licensor will use reasonable efforts to notify Licensee of such access as soon as practicable.

(f) Use of Aggregated/De-identified Data: Licensor may use Aggregated/De-identified Data solely for operational purposes such as maintaining, analyzing, optimizing, or improving the performance, scalability, reliability, or security of the Licensor Offering, and for limited illustrative purposes (e. g., publishing uptime metrics or performance benchmarks).

Aggregated/De-identified Data shall not be used to train, fine-tune, or improve machine learning models in any manner that would leverage or expose the content of Licensee Data, provide customer-specific insights to other customers, or leverage the content of any Licensee Data for the benefit of

other customers.

For clarity, Aggregated/De-identified Data excludes the content of Licensee Data and does not include information that could reasonably be used to identify any Licensee or user.

(g) Ownership of Output: As between the Parties, all results, structured data, analyses, or other output generated through Licensee's use of the Services ("**Output**") are and shall remain the exclusive property of Licensee. For clarity, Output does not include and does not grant Licensee any rights to the underlying models, algorithms, software, or methodologies used by Licensor to generate such Output, all of which remain the sole property of Licensor.

Licensor shall not access or use Output except as necessary to provide the Licensor Offering, to troubleshoot or support Licensee upon request, or to comply with applicable law. Licensor shall not use Output to train, fine-tune, or improve machine learning models in a manner that would expose Licensee Data or Output to any other customer.

5 Licensee Responsibilities

(a) Acceptable Use and Security: Licensee must keep all Access Credentials for the Services secure and confidential. API Keys may not be shared with any third party and may only be used by Licensee in accordance with this Agreement. If an API Key or Platform credential is lost, compromised, or suspected to have been misused, Licensee shall promptly notify Licensor and take appropriate remedial action.

(b) Compliance: Licensee shall comply with all applicable laws, rules, and regulations in connection with its use of the Services. Licensee is solely responsible for its own actions and the actions of any users who access the Services under its account.

(c) Prohibited Data: Licensee represents and warrants that it has all rights necessary to upload, transmit, and use Licensee Data, and that such data does not violate applicable law or infringe any third-party rights.

Licensee shall not upload, transmit, or host any Prohibited Data, including personal data from Restricted Jurisdictions. Licensee acknowledges that the Services are not designed to process Prohibited Data and agrees that Licensor shall have no responsibility or liability arising from any Prohibited Data submitted in violation of this Agreement, including any costs, damages, claims, or remediation efforts resulting from the receipt, handling, storage, or deletion of such data.

Because Licensor does not control or validate the content of Licensee Data, Licensor disclaims all responsibility for its legality, accuracy, and completeness, and for any consequences arising from its use. Licensor does not access, monitor, or review the content of Licensee Data except as expressly permitted in Section 4 (Data Ownership and Rights).

6 Intellectual Property Ownership

(a) Intellectual Property Rights: As between the Parties, and except for the limited rights expressly granted in this Agreement:

- (i) Licensor owns and retains all right, title, and interest, including all intellectual property rights, in and to the Services, the Licensor Offering, the Documentation, and all related software, technology, and materials, whether developed before or during the Term, together with all enhancements, modifications, improvements, and derivative works thereof.
- (ii) Licensee owns and retains all right, title, and interest, including all intellectual property rights, in and to the Applications developed or operated by Licensee, excluding any Licensor IP incorporated into, used by, or accessible through such Applications.

Nothing in this Agreement assigns, transfers, or conveys any ownership rights of either Party, except for the limited licenses expressly set forth herein.

Licensor may incorporate open-source software or third-party components into the Services or the Licensor Offering, which shall remain subject to their respective licenses. A list of such components and applicable licenses will be made available upon request.

(b) Feedback: If Licensee or any of its employees, contractors, or agents provides ideas, suggestions, comments, or other input to Licensor regarding the Services, the Licensor Offering, or related materials (“**Feedback**”), Licensee acknowledges and agrees that: (i) such Feedback is provided voluntarily and without restriction; (ii) Licensor is free to use, disclose, reproduce, or otherwise exploit the Feedback without obligation or compensation to Licensee; and (iii) Feedback will not be considered Licensee’s Confidential Information. Licensee hereby assigns to Licensor all right, title, and interest in and to any Feedback. For clarity, nothing in this Section limits Licensee’s ownership of its Applications or other intellectual property.

7 Disclaimer of Warranties

Except as expressly set forth in this Agreement or any applicable Service Level Agreement, the Services and the Licensor Offering are provided on an “**as is**” and “**as available**” basis. To the maximum extent permitted by law, Licensor makes no warranties of any kind, whether express, implied, statutory, or otherwise, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement, or any warranties arising from course of dealing, usage, or trade practice.

Licensor does not warrant that the Services or Licensor Offering will: (a) meet Licensee’s or any third party’s requirements; (b) operate without interruption or error; (c) achieve any specific result or performance level; (d) be compatible with Licensee’s or any third party’s software, systems, or services; or (e) be error-free, free of vulnerabilities, or free of harmful code.

Without limiting the foregoing, Licensor makes no warranty regarding the accuracy, correctness, completeness, reliability, or suitability of any outputs, analyses, inferences, or results generated by machine-learning, statistical, or algorithmic processes within the Licensor Offering, all of which may be probabilistic in nature. Licensee is solely responsible for evaluating and validating all such outputs for its intended use.

Licensee acknowledges that any outputs, analyses, inferences, or results generated through the Licensor Offering may reflect inaccuracies, ambiguities, omissions, or errors present in Licensee Data

itself. Licensor shall have no liability arising from inaccuracies or deficiencies in Licensee Data or from Licensee's interpretation of any resulting output.

Licensor does not warrant that Licensee Data will be stored, maintained, backed up, or remain available indefinitely without loss, corruption, or alteration. Licensee is solely responsible for maintaining independent copies or backups of Licensee Data outside the Services.

No oral or written information, documentation, or advice provided by Licensor or its representatives creates any warranty not expressly stated in this Agreement.

8 Limitations of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, DATA, OR BUSINESS OPPORTUNITIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR'S TOTAL CUMULATIVE AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED FIFTY U.S. DOLLARS (\$50.00 USD).

THE PARTIES AGREE THAT THIS SECTION REPRESENTS A REASONABLE ALLOCATION OF RISK FOR A FREE TRIAL AND THAT LICENSOR WOULD NOT PROVISION THE SERVICES WITHOUT THESE LIMITATIONS. LICENSEE ACKNOWLEDGES THAT HIGHER LIABILITY CAPS, INDEMNIFICATION OBLIGATIONS, AND SERVICE LEVEL GUARANTEES ARE AVAILABLE ONLY UNDER A SEPARATE PAID ENTERPRISE AGREEMENT.

9 Term and Termination

(a) Term: This Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with this Section, shall continue for a period of one (1) calendar month (the "**Trial Term**"). The Trial Term may only be extended by mutual written agreement of the Parties.

(b) Termination for Convenience: During the Trial Term, either Party may terminate this Agreement at any time, for any reason or for no reason, by providing written notice to the other Party. Termination shall be effective immediately upon receipt of such notice.

(c) Effect of Termination: Upon expiration or termination of this Agreement for any reason, all licenses granted to Licensee shall immediately terminate, and Licensee shall immediately cease all use of the Service. The provisions of Section 3 (Free Trial), Section 6 (Intellectual Property Ownership), Section 7 (Disclaimer of Warranties), and Section 8 (Limitations of Liability) shall survive any termination or expiration of this Agreement.

10 Force Majeure

Neither Party shall be liable or deemed in default under this Agreement for any delay or failure to perform its obligations to the extent caused by circumstances beyond its reasonable control, including but not limited to: (i) acts of God; (ii) natural disasters such as flood, fire, earthquake, or explosion; (iii) war, terrorism, or civil unrest; (iv) government orders or regulations, embargoes, or national or regional emergencies; (v) strikes or labor disturbances; or (vi) shortages or failures of power, telecommunications, transportation, Internet service, hosting services, or other third-party infrastructure providers (each, a “**Force Majeure Event**”).

The Party affected by a Force Majeure Event shall: (i) promptly notify the other Party in writing of the occurrence and anticipated duration of the Force Majeure Event; and (ii) use commercially reasonable efforts to mitigate the effects of the event and resume performance as soon as practicable.

If a Force Majeure Event continues for thirty (30) consecutive days or more, either Party may terminate this Agreement upon written notice to the other. In such an event, neither Party shall have further liability to the other except for obligations that accrued before the Force Majeure Event began. Each Party shall cooperate in good faith to minimize any disruption caused by the Force Majeure Event and to ensure an orderly wind-down of activities if termination occurs.

11 Indemnification

The indemnities provided under this Section are subject to the limitations of liability set forth in Section 8 (Limitations of Liability).

(a) Licensor Indemnification for Intellectual Property Infringement: Licensor shall defend, indemnify, and hold harmless Licensee and its officers, directors, and employees from and against any third-party claims, damages, losses, or expenses (including reasonable attorneys’ fees) to the extent arising from an allegation that the Services, as provided by Licensor and used in accordance with this Agreement and the Documentation, infringes any valid intellectual property right of such third party enforceable under the laws of the United States.

Licensor’s obligations under this Section do not apply to claims arising from: (i) modifications to the Services made by any party other than Licensor; (ii) use of the Services in combination with any data, software, or system not provided by Licensor, if the claim would not have arisen but for such combination; (iii) use of the Services after Licensor has notified Licensee to discontinue such use due to an actual or potential infringement claim; (iv) use of the Services in violation of this Agreement or the Documentation; or (v) any allegation that Licensee Data (including training data, documents, text, or other materials supplied by Licensee or its users) infringes or misappropriates the rights of a third party.

If such a claim arises, Licensor may, at its sole discretion and expense: (a) obtain for Licensee the right to continue using the Services; (b) modify the Services so that it becomes non-infringing without materially reducing functionality; or (c) terminate this Agreement.

This Section states Licensor’s entire liability and Licensee’s exclusive remedy for any infringement claims.

(b) Licensee Indemnification: Licensee shall defend, indemnify, and hold harmless Licensor and its officers, directors, employees, and agents from and against any third-party claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Licensee's or its users' misuse of the Services; (ii) Licensee Data, including any claim that the collection, processing, or use of Licensee Data violates applicable laws or infringes a third party's rights; (iii) Licensee's violation of applicable laws or regulations; (iv) Licensee's submission or processing of data types that Licensor has prohibited or does not support, including without limitation Prohibited Data, PHI, or personal data subject to EU, EEA, or UK data protection laws; or (v) any use of the Services by or for the benefit of individuals or organizations located in the EU, EEA, or UK, or that otherwise triggers obligations under data protection laws to which Licensor has stated it is not subject.

(c) Indemnification Procedure: The Party seeking indemnification (the "**Indemnified Party**") shall: (i) promptly notify the other Party (the "**Indemnifying Party**") in writing of any claim subject to indemnification (provided that failure to give prompt notice shall not relieve the Indemnifying Party of its obligations except to the extent the Indemnifying Party is materially prejudiced); (ii) allow the Indemnifying Party to control the defense and settlement of the claim, provided that the Indemnifying Party may not settle any claim that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent (not to be unreasonably withheld); and (iii) provide reasonable cooperation at the Indemnifying Party's expense. The Indemnified Party may participate in the defense of the claim with its own counsel at its own expense.

12 Dispute Resolution

(a) Governing Law and Venue: This Agreement and any dispute arising out of or related to it shall be governed by the laws of the State of California, without regard to its conflict-of-law principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Santa Barbara County, California for all disputes arising out of or relating to this Agreement. Each Party waives any objection to venue or forum non conveniens with respect to such courts.

(b) Waiver of Jury Trial and Class Actions: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT. Any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. Licensee agrees not to seek to have any dispute heard as a class action, a representative action, a collective action, or in any proceeding in which Licensee acts or proposes to act in a representative capacity.

(c) Time Limitation on Claims: Licensee agrees that any claim or cause of action arising out of or related to the Free Trial, the Service, or this Agreement must be filed within one (1) year after such claim or cause of action arose, or it shall be forever barred, regardless of any statute or law to the contrary.

13 Miscellaneous

(a) Entire Agreement: This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior and contemporaneous understandings, agreements, and representations, whether written or oral.

(b) Notices: All notices required or permitted under this Agreement must be in writing. Notices may be provided by email to the Licensee's registered support address or to Licensor at support@sturdystatistics.com. Notices sent by email will be deemed received upon successful transmission, provided no delivery failure notice is received.

(c) Severability: If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.

(d) Assignment: Licensee may not assign or transfer this Agreement, by operation of law or otherwise, without Licensor's prior written consent. Licensor may freely assign this Agreement.

(e) Export Control: The Services may be subject to U.S. export control laws, including the Export Control Reform Act and its implementing regulations. Licensee shall comply with all applicable export control and trade laws and shall not export, re-export, or release the Services to any country or entity prohibited by law.