



City of Riverside, CA

3900 Main Street
Riverside, CA 92522
US

Date: April 30, 2025

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Description	Price
Bludot Open Rewards Shop Local App (11/29/2025 - 11/28/2026) Process all rewards earning and redeeming requests from customers including receipts processing, rewards issuing, payout issuing, and validation. Answer all customer support queries via email, text, and call as needed.	\$5,940.00 / year
Bludot Open Rewards Shop Local App - Rewards Fund The pool of money used to issue rewards to shoppers.	\$50,000.00
Annual subtotal	\$5,940.00
One-time subtotal	\$50,000.00
Total	\$55,940.00

This SaaS Services Agreement (“Agreement”) is entered into between Bludot Technologies Inc. (“Company”) and the Customer listed above (“Customer”). This Agreement applies to and incorporates the above Order Form as well as Bludot Terms and Conditions. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Customer

Signature

Date

Printed name

Bludot Technologies Inc.

Countersignature

Date

Printed name

Bludot Technologies Inc.
650 Castro St Ste 120 #96003
Mountain View, CA 94041
United States



Terms and Conditions

1. ACCEPTANCE OF TERMS

Thank you for using Bludot Technologies Inc. ("Company" or "Bludot")'s products, services, websites, and apps which are branded as "Bludot", "Bludot Directory", or "Open Rewards" (collectively, and as further defined herein, the "Services").

Company provides its Services to you through its website located at <https://bludot.io> (the "Site"), including all subdomains such as <https://open.bludot.io>, <https://app.bludot.io>, and <https://rewards.bludot.io>, application programming interface (the "API"), or any mobile application (the "Mobile App", together with the Site and the API, the "Application"), subject to this Terms and Conditions agreement ("Agreement").

You ("Customer") indicate your acceptance of this Agreement by clicking or tapping on a button indicating your acceptance of this Agreement, by executing a document that references them, or by using the Services. If you are entering into this Agreement on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this Agreement, in which case the terms "you", "your", or "Customer" shall refer to such entity and its affiliates. Customer and Bludot are collectively referred to as the "Parties".

2. SERVICES AND SUPPORT

2.1. Provision of Access. Subject to Customer's compliance with the restrictions in Section 3, Bludot hereby grants Customer a worldwide, non-exclusive, non-transferable, non-sublicensable right to Use the Services for Customer's business purpose during the Term.

2.2. Overview of the Services. Bludot agrees to provide a variety of services in support of local economic development (collectively, the "Services"), including a promotional program to encourage shopping at local businesses (the "Promotional Program") and customer relationship management software to track engagement with local business, track and publish data about local businesses, and related analytics and tools.

2.3. Promotional Program. The Parties shall confer on the parameters of the Promotional Program. Bludot shall have sole discretion regarding the timing, amount, and recipients of any rewards or incentives distributed under the Promotional Program; the criteria for earning or receiving rewards or incentives; and the method of distributing rewards or incentives. Customer shall have right to increase Bludot Open Rewards Shop Local App -Rewards Fund through a supplemental Order Form at no additional cost.

2.4. Changes to the Services. Company reserves the right to alter the Services at any time. Company may provide, from time to time, enhancements to the Services which are added to the Services under this Agreement at no additional cost. Company may also provide, from time to time, additional features to the Services which may, but are not required to, be added to the Services under this Agreement at an additional cost ("Optional Features"). The Parties understand and agree that access to and use of such Optional Features will be subject to both payment of the applicable fees therefor as well as additional or different terms and conditions applicable to such Optional Features.

2.5. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; navigate or search the Services with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders); use a means other than Bludot's provided interface to access the Services; use the Services in a way that could impair, overburden, damage, or disable any portion of the Services; mirror any material contained on the Services; or remove any proprietary notices or labels.



3.2. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

3.3. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the Policy.

3.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law, including but not limited to the California Public Records Act, regulations, or as per Court Order.

4.2. Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Services or support, (c) all intellectual property rights related to any of the foregoing, and (d) all data collected through the Mobile App, subject to local, state, or federal law. Customer understands that it is not required to provide or suggest any modifications, improvements, extensions or other changes ("Feedback") regarding the Services or Software. If any Feedback is provided, however, Customer hereby grants Bludot a non-exclusive, world-wide, irrevocable right to use, disclose and commercialize such Feedback, and related intellectual property rights, for any purpose without restriction. All rights not expressly granted in this Agreement are reserved to the Party owning the applicable intellectual property, and no implied rights or licenses are granted.

4.3. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.



4.4. Company may collect information from third party services via integrations you initiate ("Connected Account Data"). Connected Account Data may be stored and processed by Company after an integration is disconnected for the purpose of providing the Services, subject to local, state, or federal law.

5. PAYMENT OF FEES

5.1. Customer will be required to make payment according to the Order Form. In the case that the Order Form involves recurring payments, Customer authorizes Company to bill the provided payment instrument on a periodic basis in accordance with the terms of the applicable subscription tier until termination of Customer account.

5.2. If Customer's use of the Services requires payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5.3. All fees invoiced by Company must be received within thirty (30) days after the invoice date. Customer agrees that unless otherwise set forth in this Agreement, all fees paid and payable to Company under this Agreement shall be non-refundable.

6. Competitive Procurement Selection Process. The competitive procurement selection process by which Customer contracts with Company may be acknowledged and used by other government entities to replace their respective competitive procurement selection process for RFP purposes such that other government entities may contract with Company for the same or substantially similar product(s) or service(s) without undergoing a separate competitive procurement selection process.

7. Piggy-Back Contracting. The terms, conditions, and prices of this contract executed between Customer and Company may be used by other government entities to contract with Company for the same or substantially similar product(s) and service(s) under either the same or a separate contract.

8. TERM AND TERMINATION

8.1. To the extent the Services or any portion thereof is made available for any fee, subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

8.2. Early Termination; Suspension. In addition to any other remedies it may have, either party may terminate this Agreement upon thirty (30) days' notice, if the other party materially breaches any of the terms or conditions of this Agreement.

8.3. Effect of Termination. Upon expiration or termination of this Agreement: (i) the license granted pursuant to Sections 2.1 will terminate automatically; (ii) Customer will promptly cease to use or access the Services; (iii) Customer will pay all previously accrued amounts due to Bludot hereunder; (iv) Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days following termination; (v) Company will refund all remaining Reward Funds to Customer within thirty (30) days following termination. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

9. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond



Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

Customer expressly acknowledges that Services rely on the accuracy, completeness, and depend on the quality, completeness, and accuracy of the data provided to Bludot by Customer and by third-parties. Customer agrees that it is Customer's responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you. Bludot does not independently verify the accuracy, completeness, or adequacy of such data; business decisions made by Customer based on the Services are made at Customer's sole risk and discretion.

COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services. This Section 10 states Company's sole liability, and Customer's sole and exclusive right and remedy, for infringement by the Services.

To the extent allowed under the law, Customer will indemnify, defend and hold harmless Company and its affiliates, and their directors, employees and agents, from and against any claims, actions, liability, judgments, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees against any of the foregoing to the extent arising out of or relating to: (i) Customer's breach of any of its representations, warranties or obligations under this Agreement; (ii) Customer's use of the Services; or (iii) Customer's negligence, willful misconduct or fraud.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BLUDOT OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

12. ARBITRATION

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION AND THAT CUSTOMER IS GIVING UP ITS RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST BLUDOT OR RELATED THIRD PARTIES; (ii) EACH OF CUSTOMER IS GIVING UP ITS RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST BLUDOT OR RELATED THIRD PARTIES; (iii) CUSTOMER IS GIVING UP ITS RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST BLUDOT OR RELATED THIRD PARTIES.

12.1. **Scope of Arbitration.** Any claim, controversy, or dispute between Customer and Bludot (or its respective affiliates, agents, directors or employees), whether arising before or during the Term of this Agreement, and including any claim, controversy, or dispute based on any conduct of Customer or Bludot that occurred before the effective date of this Agreement, including any claims relating in any way to the Services, this Agreement, or any other aspect of the parties' relationship including disputes regarding the applicability of this arbitration clause or the validity of the entire Agreement (collectively, "Disputes"), shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA"). All Disputes are subject to arbitration, no matter what theory they are based on. This includes Disputes based on contract, tort (including intentional tort), fraud, agency, Customer's or Bludot's negligence, statutory or regulatory provisions, or any other source of law. The parties agree on another arbitration forum if the AAA ceases operations. This arbitration agreement applies to all Disputes now in existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Disputes, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by any party to the other.

12.2. **Limitation on Time to File.** YOU AGREE THAT IF YOU DO NOT FILE A DEMAND TO ARBITRATE A DISPUTE WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

12.3. **No Class Action.** Disputes and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section.

12.4. **Procedure & Fees.** The arbitration will be conducted before a single arbitrator and will be limited solely to the Dispute between the parties. If any party prevails in the arbitration of any Dispute against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration.

12.5. **Effect of Arbitration.** Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction.

12.6. **Miscellaneous.** Rules and forms of the AAA may be obtained and Disputes may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, CUSTOMER AND BLUDOT MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT BEFORE A JUDGE OR A JURY AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS), BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL DISPUTES MUST NOW BE RESOLVED THROUGH ARBITRATION.

13. MISCELLANEOUS



13.1. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

13.2. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement: (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.3. Choice of Law and Forum. This Agreement and all matters relating to the relationship of the parties created hereby is governed by the laws of the State of Delaware, without reference to conflict of laws rules. Bludot and Customer hereby: (i) consent to the jurisdiction and exclusive venue of the courts located in San Francisco as this Agreement was entered into and made to be performed in the San Francisco and to service of process in any such action or proceeding by personal delivery or any other method permitted by law; and (ii) waive any and all rights to object to the jurisdiction and venue of any such court including any claims for forum non conveniency, or to transfer or change the venue of such action or proceeding. At Bludot's sole discretion and election, venue is also permissible in any court having jurisdiction over Customer or Customer's assets.

13.4. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.5. Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without the other Party's express prior consent. Notwithstanding the foregoing, each Party may assign this Agreement in case of merger, acquisition or sale by the assigning Party of all or substantially all of the assets to which this Agreement relates; provided that any such assignee agrees in writing to be bound by all the obligations of the assigning Party under this Agreement. Any attempt to assign or transfer this Agreement, in contravention of the foregoing will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

13.6. Force Majeure. Neither Party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, communications failure or degradation, material changes in law, war, terrorism, riot, or acts of God.

13.7. No Third Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person other than the Parties and their respective successors and assigns.

13.8. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

13.9. Interpretation. For purposes of this Agreement: (i) the words and phrases "include," "includes", "including" and "such as" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The Parties also agree that the normal rule of construction that an agreement will be interpreted against the drafting party does not apply to this Agreement. Headings in the Agreement are for reference purposes only and will not affect the interpretation or meaning of the Agreement.

13.10. Relationship of the Parties; No Third-Party Beneficiary. The relationship between you and us is that of independent contractors. Nothing in this Agreement will be construed as creating or constituting a legal partnership, joint venture, employment, or agency relationship between you and us. This Agreement is made and entered into for the sole protection and benefit of the parties named in this Agreement and is not intended to convey any rights or benefits to any person or third party except as expressly provided in this Agreement.