



## LABEL INSIGHT® END USER LICENSE AGREEMENT (EULA)

This Label INSIGHT® End User License Agreement (this “EULA”) is an agreement between, on the one hand, you (“you” or “your”) as the end user of the software described in this EULA, and, on the other hand, FoodEssentials Corporation d/b/a Label Insight, a Delaware corporation (“Label Insight”).

This EULA becomes effective upon the earlier of your electronic acceptance of its terms or your access to or use of LabelINSIGHT (defined in [Section 1.4](#)). Each of Label Insight and you may be referred to in this EULA individually as a “party” and collectively as the “parties.”

**BY ACCESSING OR USING LabelINSIGHT OR OTHERWISE INDICATING ACCEPTANCE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

### **SECTION 1. DEFINITIONS**

**1.1 “Authorized User”** shall mean only you, the person being granted a license to use LabelINSIGHT pursuant to the terms and conditions of this EULA.

**1.2 “Confidential Information”** means all confidential, proprietary, and/or nonpublic information of any kind, whether written or oral, relating to Label Insight’s business or operations, specifically including, without limitation: (a) the terms and conditions of this EULA or any other agreement executed between the parties; (b) all nonpublic information concerning the business, technology, LabelINSIGHT, services, internal structure, and strategies of Label Insight, specifically including, without limitation, software, product development, product pricing, product maintenance, source or object code, materials, documentation, Intellectual Property Rights (defined below), proposals, designs, concepts, methodologies, inventions, developments, research, programs, databases, referral sources, customers, prospective customers, inventions, developments, “know-how,” procedures, financial information or licensing policies; and (c) any other information clearly labeled by Label Insight in writing as “confidential” prior to its disclosure, otherwise deemed as Confidential Information under this EULA, or which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment under the circumstances. Notwithstanding the foregoing, “Confidential Information” shall exclude information that is: (i) available to the public other than by a breach of this EULA; (ii) rightfully received from a third party not in breach of a contractual, fiduciary or other obligation of confidentiality; (iii) known to you at the time of disclosure as evidenced by your written records at the time of disclosure; or (iv) solely to the extent produced in compliance with any law or court order; provided, however, that you give Label Insight reasonable notice that such Confidential Information is being sought by a third party, so as to afford Label Insight the opportunity to limit or prevent such disclosure.

**1.3 “Intellectual Property Rights”** shall mean all intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, technique, invention, discovery or improvement, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; (b) any work of authorship, regardless of copyrightability, but including copyrights and any moral rights recognized by law; (c) any trademark, trade name or service mark; and (d) any other intellectual property, proprietary or similar rights, including all goodwill pertaining thereto and in each case, on a worldwide basis.

**1.4 “LabelINSIGHT”** means Label Insight’s LabelINSIGHT® package of products, platform, system, and services, which are related to products that are sold or made available for sale in the United States, including, without limitation, the Website, software, and related software, services, products, data, information, and materials (including related documentation, content, and materials provided in conjunction therewith), including any changes, modifications, improvements, and enhancements (“**Updates**”) provided by Label Insight.

**1.5** “**Privacy Policy**” means the Privacy Policy included on the Website, as it may be updated from time to time.

**1.6** “**Website**” means [www.labelinsight.com](http://www.labelinsight.com) or any derivative websites on which this EULA is posted.

## **SECTION 2. GRANT OF LICENSE**

**2.1 Grant of License.** Subject to the terms and conditions of this EULA, Label Insight grants to you, the Authorized User, a limited, non-exclusive, non-transferable, non-sublicensable license to access and use LabelINSIGHT. The foregoing license to LabelINSIGHT shall be solely for your internal business purposes and you shall not permit access to or use of your log in credentials to LabelINSIGHT to any other person.

**2.2 Prohibitions.** Under no circumstances may you modify, create derivative works based on, decompile, reverse compile, disassemble, or reverse engineer LabelINSIGHT, or any portion thereof, or grant any other person or entity the right or access to do so, without the advance written consent of Label Insight (except as specifically allowed under applicable copyright or other laws). Except as expressly authorized by this EULA, you shall not unbundle, sublicense, assign, transfer, display, distribute, rent, or lease LabelINSIGHT, or any portion thereof, to any third party. You may not access or utilize LabelINSIGHT for competitive purposes or to develop software or services competitive with LabelINSIGHT.

**2.3 Reserved Rights.** All rights not specifically granted to you hereunder are reserved by Label Insight. Nothing herein shall prevent Label Insight or its assigns from promoting, providing, licensing, or sublicensing use of or access to LabelINSIGHT or providing any services to other parties.

**2.4 Additional Software.** LabelINSIGHT may include or incorporate software or content developed or provided by third parties. Your use of such third party software shall be subject to the terms and conditions of any third party license agreements associated with such software or content, and you are solely responsible for your compliance with such terms and conditions.

## **SECTION 3. OBLIGATIONS OF THE PARTIES**

**3.1 General Technological Obligations.** As between Label Insight and you, you will have the sole responsibility for acquiring, installing, and maintaining your own technology environment, software, and other equipment necessary to properly access and utilize LabelINSIGHT, and for any other costs and expenses incurred in operating, using, updating, maintaining, supporting, and servicing LabelINSIGHT. You shall establish adequate operational back-up systems and procedures to ensure recovery and continuity of such systems and operations in the event of a failure of LabelINSIGHT.

**3.2 Authorized Use.** You are responsible for ensuring that only you access and use LabelINSIGHT in accordance with this EULA, and that you do not make unauthorized use of LabelINSIGHT. Unauthorized use includes, without limitation: (a) use of LabelINSIGHT to access websites other than the Website; (b) alteration or modification of individual data or of any LabelINSIGHT configuration values from the originally delivered values; (c) accessing LabelINSIGHT through any technology or means other than through the user account information provided to you by Label Insight; and (d) any use of LabelINSIGHT or the information contained therein in violation of any applicable law or regulation. You shall use your best efforts to ensure that Label Insight’s Confidential Information and the Label Insight’s Intellectual Property Rights (defined below) are kept secure and protected from unauthorized access or disclosure.

**3.3 Implementation.** Except as specifically set forth in [Section 3.5](#) below, Label Insight shall have no obligation to participate, assist, or provide consultations to you in connection with implementation, training, or use of LabelINSIGHT. Further, in connection with any services provided by Label Insight under this EULA, you agree that you, and not Label Insight, shall perform the following functions: (i) make all management decisions and perform all management functions; (ii) designate yourself or another individual who possesses suitable skill, knowledge and experience, preferably within senior management, to oversee any services, and to evaluate the adequacy and results of such services; (iii) accept responsibility for the results of such services; and (iv) establish and maintain internal controls over the processes with which such services are concerned, including monitoring on-going activities.

**3.4 Account Information.** You shall be solely responsible for the security and confidentiality of any username or password granted to you to access LabelINSIGHT, and you shall use your best efforts to maintain the confidentiality of your password. You shall be solely responsible for any authorized or unauthorized access to LabelINSIGHT using your username and password, and any actions taken thereunder, including, but not limited to, such non-Authorized User's failure to comply with the terms of this EULA.

**3.5 Updates; Maintenance and Support.** Nothing herein requires Label Insight to create or develop any Updates or deliver any Updates to you. Label Insight makes no representations or warranties regarding the Updates or the compatibility of any Updates. Any Updates so provided shall be licensed to you on the same terms as LabelINSIGHT is licensed pursuant to this EULA, and such Updates shall be deemed incorporated into LabelINSIGHT. During the term of this EULA, Label Insight will provide you with the following LabelINSIGHT support services: (a) Label Insight will maintain an inbound phone-based technical support queue and an electronic messaging system accessible via LabelINSIGHT from which you may report problems and send questions about LabelINSIGHT, (b) Label Insight personnel will monitor message requests for support on a regular (but not continuous) basis, and will use reasonable efforts to answer questions about use of LabelINSIGHT; and (c) Label Insight will use reasonable efforts to correct verifiable and reproducible errors in LabelINSIGHT reported by you. As used in this EULA, an "error" is any failure of LabelINSIGHT to function in substantial conformity with the applicable LabelINSIGHT documentation provided by Label Insight. Label Insight may correct errors by making revisions to programming or by providing reasonable "work-around" solutions. Label Insight reserves the right to modify any LabelINSIGHT documentation if such documentation, in Label Insight's sole determination, incorrectly describes LabelINSIGHT functions and may do so in order to resolve an error. Label Insight retains sole discretion to determine whether and when to make new releases available and the terms on which they will be made available to you. Support services provided under this EULA do not include on-site consultation, systems administration, facilities management or customized programming support to resolve problems resulting from your equipment used to access LabelINSIGHT, resulting from modifications to LabelINSIGHT not made or authorized by Label Insight or resulting from the combination of or interface for LabelINSIGHT with other programming or equipment if the combination or interface has not been made by or approved by Label Insight. In addition, support is not provided under this EULA for third-party software, hardware, or networks. Any time spent by Label Insight attempting to provide such support or services may be charged to you at Label Insight's then standard hourly rates.

**3.6 Compliance with Laws.** You agree to comply with all applicable laws, rules, and regulations when using LabelINSIGHT. You will not use LabelINSIGHT in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA. You will not infringe on the Intellectual Property Rights of any third party in connection with your use of Label Insight.

**3.7 Collection of Technical Information.** You agree that Label Insight may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of Updates, product support, and other services to you (if any) related to LabelINSIGHT. Label Insight may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you. You also agree to Label Insight's Privacy Policy, which further covers how Label Insight collects, uses, shares and stores your information.

#### **SECTION 4. TERM & TERMINATION**

**4.1 Term.** This EULA shall remain in effect until the earlier of (a) the termination of this EULA as set forth herein, or (b) the termination of the Master Licensee's (as defined in [Section 7.2](#)) right to use LabelINSIGHT pursuant to the Master Licensing Agreement (as defined in [Section 7.2](#)).

**4.2 Termination.** Label Insight may immediately suspend or terminate this EULA and your license to use and access LabelINSIGHT upon notice to you in the event (a) you breach any of the terms of this EULA, (b) the Master Licensee (as defined in [Section 7.2](#)) or any of the authorized users under the Master Licensing Agreement (as defined in [Section 7.2](#)) breach any terms of the Master Licensing Agreement (subject to any applicable cure period described in the Master Licensing Agreement), or (c) you violate any Label Insight's Intellectual Property Rights. Notwithstanding the foregoing, Label Insight may terminate this EULA and your license to access and use LabelINSIGHT upon 15 days' notice.

**4.3 Consequences Upon Termination.** Upon the termination of this EULA for any reason, (a) your license to access and use LabelINSIGHT shall immediately and automatically terminate, (b) you shall cease all access to and use of LabelINSIGHT, (c) you shall not thereafter use, advertise, or display any Label Insight's Intellectual Property Rights, (d) you shall immediately return to Label Insight any other property, equipment, and materials provided to you by Label Insight (whether modified or unmodified), or immediately destroy such property at Label Insight's sole option, and (e) upon Label Insight's request, you shall certify to Label Insight your compliance with this section in writing.

## **SECTION 5. WARRANTY DISCLAIMERS & LIMITATION OF LIABILITY**

**5.1 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS EULA, LabelINSIGHT AND ANY OF THE RIGHTS LICENSED TO YOU HEREUNDER ARE PROVIDED BY LABEL INSIGHT AND ITS ASSIGNS "AS IS." YOU ASSUME ALL RESPONSIBILITY FOR SELECTION OF ANY PRODUCT OR SERVICE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION, USE OF, AND RESULTS OBTAINED FROM LABELINSIGHT, OR ANY OTHER OR SERVICES PROVIDED PURSUANT TO THIS EULA. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, LABEL INSIGHT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH THE ENJOYMENT OF LabelINSIGHT OR AGAINST INFRINGEMENT; AND THERE IS NO WARRANTY THAT LabelINSIGHT, THE DATA OR INFORMATION CONTAINED THEREIN, OR LABEL INSIGHT'S OR ITS ASSIGN'S EFFORTS WILL FULFILL ANY PARTICULAR PURPOSES OR NEEDS.

**5.2 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL LABEL INSIGHT BE LIABLE TO YOU OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS EULA, LabelINSIGHT OR ANY UPDATES PROVIDED, INCLUDING, WITHOUT LIMITATION, YOUR USE OR INABILITY TO USE LabelINSIGHT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE AND EVEN IF LABEL INSIGHT WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT LABEL INSIGHT IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL LABEL INSIGHT'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE PORTION OF THE FEES PAID BY YOU TO LABEL INSIGHT IN THE PRIOR TWELVE (12) MONTH PERIOD. EXCEPT AS EXPRESSLY PROVIDED IN THIS EULA, LABEL INSIGHT SHALL NOT BE LIABLE TO ANY PERSON OR ENTITY FOR ANY (A) ERROR IN LabelINSIGHT OR ANY DATA, INFORMATION, OR SERVICES INCLUDED OR INCORPORATED THEREIN OR OTHERWISE MADE A PART THEREOF; AND (B) ACT OR OMISSION BY IT OR ANYONE ACTING ON ITS BEHALF; IN EACH CASE PROVIDED THAT SUCH ERROR, ACT OR OMISSION DOES NOT BREACH ANY PROVISION OF THIS EULA OR CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

THE DISCLAIMER OF WARRANTIES AND THE LIMITATION OF LIABILITY AND REMEDY ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES FOR LABEL INSIGHT TO PROVIDE AND FOR YOU TO OBTAIN ACCESS TO AND USE OF LabelINSIGHT FOR THE SPECIFIED FEES PAID BY YOU TO LABEL INSIGHT OR ITS ASSIGNS.

**5.3 Indemnification by You.** You shall indemnify, defend, and hold Label Insight, and its officers, shareholders, directors, employees, agents and affiliates (each, a "**Label Insight Indemnified Party**") harmless from and against any and all costs, liabilities, losses and expenses, including, but not limited to, reasonable attorneys' fees, resulting from or arising out of any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any Label Insight Indemnified Party relating to: (a) a breach or alleged breach by you of any of your representations, warranties, covenants or obligations hereunder, (b) your use, misuse or failure to lawfully use LabelINSIGHT, or (c) your infringement or misappropriation of any Label Insight's Intellectual Property Rights or the Intellectual Property Rights of any third party.

## **SECTION 6. INTELLECTUAL PROPERTY RIGHTS**

**6.1 Label Insight Intellectual Property Rights.** As between the parties, Label Insight shall have and retain sole ownership of all Intellectual Property Rights comprising LabelINSIGHT as well as any Updates

(collectively, the “**Label Insight’s Intellectual Property Rights**”). The limited license granted to you per Section 2.1 above does not transfer title or any other interest in or to LabelINSIGHT or Label Insight’s Intellectual Property Rights, and you hereby disclaim any right, title and interest that you may have or gain therein. You shall not contest or aid in contesting the ownership or validity of Label Insight’s Intellectual Property Rights or any applications or registrations relating thereto.

**6.2 License Granted to Label Insight by Authorized User.** You hereby grant Label Insight and its assigns a perpetual, royalty-free, non-exclusive, worldwide, transferable and sublicensable license to all information, data, images and property of any kind uploaded or contributed by you into LabelINSIGHT.

YOU HEREBY REPRESENT, WARRANT AND CERTIFY THAT YOU (A)(I) ARE THE SOLE OWNER OF ALL INFORMATION, DATA, IMAGES AND PROPERTY OF ANY KIND UPLOADED OR CONTRIBUTED BY YOU INTO LabelINSIGHT, AND/OR (II) HAVE BEEN GRANTED PERMISSION OR OTHERWISE AUTHORIZED BY THE APPLICABLE OWNER(S) OF ALL INFORMATION, DATA, IMAGES AND PROPERTY OF ANY KIND UPLOADED OR CONTRIBUTED BY YOU INTO LabelINSIGHT, AND (B) YOU ARE NOT VIOLATING THE RIGHTS OF ANY THIRD PARTIES BY UPLOADING SUCH INFORMATION, DATA, IMAGES AND PROPERTY.

**6.3 Confidential Information.** As a result of your access to LabelINSIGHT, you will have access to certain Confidential Information of Label Insight. You shall maintain the secrecy of all such Confidential Information disclosed to you. You shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this EULA; provided that, you may produce information solely to the extent to comply with any law, court or administrative order. You shall use your best efforts to give Label Insight reasonable prior written notice to the extent possible and permitted by law that such Confidential Information is being sought by a third party so as to afford Label Insight the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by you promptly upon termination of this EULA.

**6.4 Trademarks.** Any trademarks owned or controlled by Label Insight, whether or not included in LabelINSIGHT, and any logos relating to the foregoing are trademarks or service marks of Label Insight and its licensors (collectively, the “**Label Insight Trademarks**”) are the sole and exclusive property of Label Insight. For the sake of clarity, “Label Insight Trademarks” shall not include any trademarks, trade names, service marks or logos located on products that are uploaded by you into LabelINSIGHT, and such trademarks, trade names, service marks and logos shall remain the sole property of their respective owner(s).

**6.5 Remedies.** You agree that any breach of Section(s) 2, 3.2, 6.1, 6.2 or 6.3 will cause Label Insight irreparable injury and damage. You expressly agree that Label Insight shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which Label Insight might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

## **SECTION 7. GENERAL PROVISIONS**

**7.1 Electronic EULA.** This EULA may be agreed to and executed electronically. The parties consent to the use of electronic methods of acknowledgement and electronic signatures and agree that use of LabelINSIGHT or an electronic signature relating to this EULA is the legal equivalent of a manual signature. The parties also agree that no certification authority or other third party verification is necessary to validate their electronic signature, and the lack of such certification or third party verification will not in any way affect the enforceability of an electronic signature or any resulting agreement between the parties.

**7.2 Entire Agreement; Amendment.** This EULA, including any documents or other agreements specifically referenced herein and incorporated by this reference, constitutes the entire agreement of the parties with respect to your access to LabelINSIGHT and supersedes all prior agreements between you and Label Insight, both oral and written, with respect to LabelINSIGHT. Notwithstanding the foregoing, in the event that (a) a person or entity (a “**Master Licensee**”) enters into a Database License and Services Agreement or other similar enterprise licensing agreement with Label Insight (a “**Master Licensing**

**Agreement**”), and (b) you are specifically (by use of your name in the Master Licensing Agreement or Schedule to the Master Licensing Agreement) being granted a license under such Master Licensing Agreement, and (c) there is a conflict between the terms of this EULA and the Master Licensing Agreement, then the Master Licensing Agreement shall control solely with respect to such conflicting point. No amendment or modification of this EULA shall be effective unless in writing and signed by Label Insight; provided further, Label Insight may revise this EULA at any time, and such revised EULA shall be effective after the shorter of the following: (i) you consent to such revised EULA, which consent shall be evidenced by your continued use of LabelINSIGHT; or (ii) 10 days after Label Insight provides you written notice by e-mail or other form of electronic communication of such revised EULA. The terms and conditions of any inconsistent present or future purchase order submitted by you shall not alter the terms of this EULA unless expressly consented to in writing by Label Insight. No use of trade or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this EULA.

**7.3 Publicity.** You hereby grant Label Insight the right to refer to you by name in any of Label Insight’s customer listings, on its website(s), in marketing brochures, user profile(s), and in a press release(s).

**7.4 Severability.** If any term or provision of this EULA shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this EULA shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this EULA.

**7.5 Force Majeure.** Each party to this EULA shall be excused from any delay or failure in its performance hereunder, other than for payment of money, caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control.

**7.6 Notices.** Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (a) as of the date personally delivered if by hand or (b) for notices sent by certified mail, five (5) business days after the postmark date, or (c) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices may also be delivered by Label Insight to you by means of the e-mail provided by you upon registration, and notices so delivered shall be effective upon dispatch by Label Insight of the electronic transmission.

**7.7 GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.** THIS EULA SHALL BE GOVERNED BY AND CONSTRUED, INTERPRETED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REFERENCE TO ITS CONFLICTS OR CHOICE OF LAW PRINCIPLES. THE PARTIES AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE FOR ANY AND ALL DISPUTES ARISING UNDER THIS EULA SHALL BE IN ANY STATE OR FEDERAL COURT LOCATED IN COOK COUNTY, ILLINOIS. EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS AND CONSENTS TO PERSONAL JURISDICTION IN COOK COUNTY, ILLINOIS.

EACH OF THE PARTIES HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING UNDER THIS EULA OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS EULA, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH OF THE PARTIES HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

**7.8 Survival.** The provisions of Sections 1, 2.2, 2.3, 4.3, 5, 6 and 7 shall survive the termination of this EULA and shall remain in full force and effect.

**7.9 Assignment and Benefit.** You may not assign this EULA without the prior written consent of Label Insight. This EULA shall be binding upon and shall inure to the benefit of you and Label Insight and its successors and permitted assigns, subject to the other provisions of this Section.

**7.10 Third Parties; Waiver.** Nothing in this EULA, express or implied, shall create or confer upon any person or entity not a named party to this EULA any legal or equitable rights, remedies, liabilities or claims with respect to this EULA, except as expressly provided herein. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this EULA shall not constitute the waiver of such term at any time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this EULA.

**7.11 Export Restrictions.** You shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using LabelINSIGHT. Without limiting the generality of the foregoing, you represent that (a) you are not named on or acting on behalf of any person or entity named on any U.S. or other applicable government list of persons or entities prohibited from engaging in transactions, and (b) you shall not access or use LabelINSIGHT in violation of any U.S. or other applicable countries' export embargo, prohibition or restriction. You hereby acknowledge that some countries have restrictions on the use of encryption within their borders or the import or export of encryption even if only for temporary personal or business use, and you further acknowledge and agree that you are ultimately responsible for complying with any and all government import, export and other applicable laws.

**7.12 U.S. Government End Users.** The LabelINSIGHT is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government users acquire LabelINSIGHT with only those rights set forth in this EULA.

**7.13 Complaints Regarding Content.** Label Insight respects the intellectual property rights of third parties. Should you have a complaint regarding information, data, images and property of any kind uploaded or contributed to LabelINSIGHT, please contact us at [info@labelinsight.com](mailto:info@labelinsight.com).