



## DocuPlayer Subscription Agreement

Welcome to the DocuPlayer, a software and communication platform for attorneys. This Subscription Agreement (the “**Agreement**”) is between DocuPlayer Communications LLC, an Arizona limited liability company (“**DocuPlayer**”) and the undersigned member (referred to herein as “**User**” or “**you**”) for the right to access the features and functions at the website located at the domain docuplayer.com (collectively, the “**Services**” or the “**Site**”). User and DocuPlayer agree to be bound by this Agreement as of the date of User’s signature below or electronic acceptance of this Agreement (the “**Effective Date**”). Each of User and DocuPlayer may be referred to herein as “parties” and each, a “party.”

THIS AGREEMENT, THE DOCUPLAYER WEBSITE TERMS OF USE, AND THE DOCUPLAYER PRIVACY POLICY CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND DOCUPLAYER. YOU MUST ACCEPT AND ABIDE BY THESE TERMS AS PRESENTED TO YOU: CHANGES, ADDITIONS, OR DELETIONS ARE NOT ACCEPTED AND DOCUPLAYER MAY REFUSE ACCESS TO PART OR ALL OF THE SERVICES FOR NONCOMPLIANCE WITH THE AGREEMENT. DOCUPLAYER PROVIDES ACCESS TO THE SERVICES ON THE CONDITION THAT EACH USER ACCEPTS THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT DO NOT USE THE SERVICES.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND: (1) YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT, (2) YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER, (3) YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF USER AND BIND USER TO ITS TERMS, (4) YOU AGREE TO USE AN ELECTRONIC SIGNATURE OR OTHER ELECTRONIC ACCEPTANCE (SUCH AS CHECKING A BOX) AS A VALID AND ENFORCEABLE SIGNATURE, AND (5) UPON YOUR BREACH OF THE TERMS OF USE POSTED ON THE DOCUPLAYER WEBSITE, YOU WILL BE DEEMED TO HAVE BREACHED THIS AGREEMENT.

Now, therefore, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1 Services; Rights, Restrictions, and Obligations.

1.1 **Access and Use.** Subject to and conditioned on User’s compliance with the terms and conditions of this Agreement, DocuPlayer grants User a non-exclusive, revocable, non-transferable right to access and use the Services during the Term solely in accordance with the terms and conditions herein. Such use is limited to User’s internal use. DocuPlayer reserves the right at any time to modify, discontinue, or suspend the Services without notice or liability to User or any third party. Only User may use the Services to which he or she subscribes pursuant to this Agreement. User must keep his or her account and passwords confidential and not authorize any third party to access or use the Services on its behalf. DOCUPLAYER IS NOT LIABLE FOR ANY LOSS, DAMAGES OR DISCLOSURE OF CONFIDENTIAL INFORMATION ARISING FROM ANY UNAUTHORIZED USE OF USER’S ACCOUNT.

#### 1.2 Restrictions on Use.

1.2.1 User will not: (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from the Services; (b) create any derivative product or service from the Services or use the Service to copy the content, utility, and purpose that comprise the Service in order to create a website that includes a near duplicate of the Service; (c) allow third parties to



gain unauthorized access to the Services; or (d) attempt to access any content, uploads or other information created by another subscriber to the Services. This Agreement terminates automatically if User breaches any of these terms. In addition to termination for breach of the foregoing, DocuPlayer reserves the right to suspend and/or terminate User's account and subscription at any time for any reason.

1.2.2 User will use the Services only as contemplated by this Agreement and will not use the Services to: (a) send any form of duplicative or unsolicited messages; (b) harvest, collect, gather or assemble information or data regarding other users without their consent; (c) create, record or transmit through or share via the Services any illegal, unlawful, harassing, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors; (d) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (e) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (f) attempt to gain unauthorized access to the Services, computer systems, data storage or networks related to the Services. User agrees to promptly notify DocuPlayer in the event of a security breach.

1.2.3 DocuPlayer reserves the right, in its sole discretion, to deactivate, change, and/or require you to change your DocuPlayer user ID. DocuPlayer may exercise such right at any time, with or without prior notice.

**1.3 Provided Content and User Created Content.** The following terms govern User Created Content and Stock and Model Content:

1.3.1 **"User Created Content"** is defined as all videos, documents, images and other content User uploads to the Site. DocuPlayer does not monitor the User Content that you and others upload to the Site. You are responsible for all legal and other advice you provide and for protecting the confidentiality of information you for which you are obligated to maintain as confidential. DocuPlayer may provide functions that allow User to control who may access certain User Content. User represents and warrants that: (a) he or she will utilize all security features provided when transmitting confidential information through the Service; (b) he or she has the rights to upload and share the User Created Content as shared by User; and (c) the storage, use or transmission of its User Content doesn't violate any law, this Agreement or the rights of any third party. User: (i) is solely responsible for the nature, quality and accuracy of the User Created Content it provides; (b) will ensure that the User Created Content (including the storage or transmission thereof) complies with this Agreement and any and all applicable laws, State Bar Rules and regulations; (c) will promptly handle and resolve any notices and claims relating to its User Created Content, including any notices claiming that such User Created Content violates any person's rights; and (d) maintain appropriate security, protection, and backup copies of its User Content. User is responsible for protecting copies of the User Created Content stored locally on User's computer, server, backups, and other storage for User or its law firm. **DOCUPLAYER HAS NO LIABILITY OF ANY KIND AS A RESULT OF THE DELETION OF, CORRECTION OF, DESTRUCTION OF, DAMAGE TO, LOSS OF OR FAILURE TO STORE OR ENCRYPT ANY MEMBER CONTENT.**

1.3.2 **Stock and Model Content.** **"Stock and Model Content"** is defined as DocuPlayer grants you a limited, revocable, nonexclusive, nontransferable, worldwide right to use the Stock and Model Content during User's subscription term, provided the subscription remains in good standing (the **"Subscription Term"**) for limited purpose of sharing those videos with User's client(s) and other parties through the Site as part of User's law practice videos, all subject to this Agreement. This limited license allows you to use the Stock and Model Content for direct inclusion in, or as models for, User Created Content, or as otherwise made readily useful by the manner in which DocuPlayer makes it available to you. You may not: (i) license, sublicense, sell, resell, transfer, assign, distribute (except to targeted recipients through the Site and as part of your law practice), or otherwise make available to any third party the Stock and Model Content in whole or in part, other than pursuant to the provision of legal



services in the ordinary course of User's law practice; or (ii) modify, reproduce, reverse engineer, or make derivative works based on, referring to, or exploiting the Stock and Model Content, its contents, or its source code, except for in the ordinary course of User's law practice and shared through the Site. All rights not expressly granted to you are reserved by DocuPlayer and its licensors.

1.3.3 **No Guarantee.** DOCUPLAYER DOES NOT GUARANTEE THAT ANY STOCK AND MODEL CONTENT IS SUITABLE FOR ANY PURPOSE, OR THAT ANY FORM, COMMENTS, ADVICE, STATEMENTS OR IMAGES INCLUDED OR REFERENCED IN THE STOCK AND MODEL CONTENT IS ACCURATE, RELIABLE, COMPLETE OR TIMELY. ALL STOCK AND MODEL CONTENT IS FOR INFORMATION PURPOSES ONLY, AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE. THE STOCK AND MODEL CONTENT SERVES AS GENERAL EXAMPLES FOR YOUR USE OF THE SERVICE.

1.3.4 **"User Created Content"** is defined as all videos, documents, images and other content you upload to the Site. DocuPlayer holds the intellectual property to content that is taken from Stock and Model Content, whether in the original version or recreated by User.

1.4 **Personal Information.** Upon registration for the Services, DocuPlayer may ask you for certain following types of information: contact information (such as name, address, phone number, and e-mail address); or personal information to verify your identity and financial information (such as credit card number). This information is required in order to verify your identity, charge the agreed upon fees for the Services, and to fulfill our obligation to provide the Services to you. Please also review the full DocuPlayer Privacy Policy.

1.5 **Unauthorized Use or Access.** User shall immediately notify DocuPlayer in writing of any unauthorized use or disclosure of: (a) any User Created Content, (b) any User account information, or (c) the Services that come to its attention. User will provide DocuPlayer with such cooperation and assistance related to any such unauthorized use as DocuPlayer may reasonably request.

## 2 Fees and Payment Terms; Subscription Term.

2.1 **Subscription Fees.** User shall pay the applicable monthly subscription fee (the **"Subscription Fee"**) for the recurring subscription Services selected during the registration process, on either a monthly, or prepaid annual basis as selected by User during registration. EXCEPT AS SET FORTH IN SECTION 3.1, ALL FEES ARE NON-REFUNDABLE. All subscriptions to the Services will be charged as of the date you purchase the Service (**"Billing Date"**) and continue either monthly thereafter or on an annual basis until terminated by you as set forth herein. For each subscription option, your charge remains for each subscription period no matter if you access the Services or Site during any subscription term. In other words, EVEN IF YOU DO NOT USE THE SUBSCRIPTION, YOU ARE RESPONSIBLE FOR SUBSCRIPTION FEES UNTIL YOU CANCEL YOUR SUBSCRIPTION OR IT IS OTHERWISE TERMINATED. For more information about canceling your Subscription, see Section 3, below.

2.2 **Credit Card Authorization and Billing.** During the registration process, User will be required to designate a payment method and provide credit card or ACH transfer information. During the Term, all Subscription Fees will be charged automatically to the credit card or banking information on file, annually in advance for annual subscriptions (if offered) and monthly, on the monthly anniversary date of User's subscription, for monthly subscriptions. User will receive a receipt via email when his or her credit card or bank is charged the Subscription Fee. User hereby authorizes DocuPlayer to automatically charge the designated payment information for the Subscription Fees in advance as set forth in this Agreement and as selected by User during registration for the Services without any further authorization by User. User acknowledges that the foregoing registration will remain in effect until User provides notice of cancellation



of his or her subscription as set forth herein. If User's payment information cannot be appropriately charged, its access to the Services may be immediately suspended and User will be required to update payment information in order to resume use and avoid deletion of User's account and uploaded videos and materials. There will be no refunds or credits for partial months of service or upgrade/downgrade of accounts for unused months.

**2.3 Term.** This Agreement is effective as of the Effective Date and will continue for the applicable monthly or annual (if offered) subscription term indicated during the registration process (the "**Subscription Term**"), at which point it will automatically renew on either a monthly or annual basis (in accordance with the duration of the initial Subscription Term for such User) until User changes his or her subscription options on the DocuPlayer website. Until User changes his or her subscription option, User's credit card or designated account will automatically be charged for User's applicable renewal term on the applicable annual or monthly anniversary of the Billing Date. If User's purchase date is on the 29th through 31st day of any month, then User's Billing Date for renewals in months with fewer days will fall on the last day of the month. DocuPlayer may adjust your Billing Date in subsequent renewal periods without notice. This will be reflected by a charge to your account on a prorated basis according to the number of days that have passed since the Billing Date of your latest renewal charge. Unless DocuPlayer otherwise notifies you in advance under these Subscription Terms, the renewal charge will be equal to the original purchase price for the Subscription. DocuPlayer may obtain automatic updates for any expiring credit cards you have provided.

**2.4 Fee Increases.** DocuPlayer may at any time increase the Subscription Fees or other fees charged hereunder which will be effective for the following month or in the subsequent renewal term. DocuPlayer will provide User with prior notice of the increased fees at least sixty (60) days in advance. If User does not agree to such increased fees, it may terminate its subscription to the Services.

**2.5 Taxes.** All Subscription Fees and other fees charged hereunder are exclusive of all taxes or duties imposed by governing authorities, including without limitation sales, use, excise, gross receipts and other taxes and fees. User agrees to be responsible for payment of such taxes arising from the use of the Services or payment of any fees hereunder.

**2.6 Disputed Charges.** User must notify DocuPlayer in writing of any dispute or disagreement with charges within thirty (30) days after the date of charge. Absent such notice, User will be deemed to have agreed to the charges after the expiration of such time-period.

### 3 Cancellation.

**3.1 By DocuPlayer.** DocuPlayer may terminate User's use of all or part of the Services in its sole discretion at any time. As your sole remedy, DocuPlayer will refund, on a pro-rata monthly basis, to User any prepaid and unused fees specifically related to the current Subscription Term. DocuPlayer does not charge setup or reactivation fees. However, if User's account was terminated for nonpayment, it will be reactivated only after DocuPlayer receives the full amount past due. If an expired account is reactivated, the new Subscription Term begins on the reactivation date.

**3.2 User Cancellation.** User may terminate this Agreement and its Subscription Term by changing the subscription settings for User's account. Annual subscriptions may only be terminated by User with notice at least thirty (30) days in advance of the then-current annual Subscription Term. In the event



of termination of this Agreement by User for any reason or no reason, User will not receive or be entitled to a refund of any Subscription Fees or other fees charged hereunder.

**3.3 Effect of Termination.** Upon termination of this Agreement for any reason, User's rights to use the Services granted hereunder shall immediately terminate and User agrees to immediately cease using the Services and the DocuPlayer logo and name. IF YOUR ACCOUNT IS CANCELLED OR CLOSED BY EITHER PARTY, DOCUPLAYER WILL DELETE ALL CONTENT UPLOADED TO YOUR DASHBOARD. THE TIMING OF DELETION OF THAT CONTENT WILL BE DETERMINED BY DOCUPLAYER BUT MAY BE AS SOON AS 30 DAYS AFTER CANCELLATION.

## 4 Intellectual Property.

**4.1 Ownership.** As between DocuPlayer and User, DocuPlayer owns and reserves all right, title, and interest in and to the Services, excluding User Content. No title to or ownership of any proprietary rights related to the Services are transferred to User pursuant to this Agreement. All rights not explicitly granted to User hereunder are reserved by DocuPlayer.

**4.2 Data.** DocuPlayer may utilize data capture, syndication, and analysis tools to extract, compile, synthesize, and analyze data generated through the use of the Services ("**Use Data**"). Such Use Data is solely owned by DocuPlayer and DocuPlayer may use such Use Data for any lawful purpose.

**4.3 User Created Content.** To the extent that User Created Content is created solely by User, User owns that content. "**User Created Content**" is defined as all videos, documents, images and other content you upload to the Site. DocuPlayer holds the intellectual property to content that is taken from Stock and Model Content, whether in the original version or recreated by User.

**4.4 DocuPlayer Trademarks.** All trademarks and other intellectual property of DocuPlayer will remain the proprietary property of DocuPlayer, and User has no rights to use any trademark, logo, service mark, or name of DocuPlayer or the Service except as otherwise expressly permitted in the Trademark Use Policy below. Any such authorized use of DocuPlayer's trademarks inures to the benefit of DocuPlayer.

## 5 Trademark Use Policy.

**5.1** User is granted a limited right to use the DocuPlayer logo and trademarks solely in such form as provided to User by DocuPlayer (the "**DocuPlayer Marks**") and in accordance with this Trademark Use Policy.

**5.2** User may:

- 5.1.1** Promote, on digital signatures, verbally and on the website for the law firm in which User practices, that User communicates using DocuPlayer; or
- 5.1.2** On his or her professional profiles on such User's law firm website, LinkedIn, Facebook and Twitter.

**5.3** User may NOT:

- i.** Modify, alter, or change the DocuPlayer Marks in any way other than as required for formatting and sizing; or
- ii.** Make any statements or provide information or marketing regarding its relationship to DocuPlayer that is inaccurate or misleading.

**6 Confidentiality.** During this Agreement, each party may have access to certain Confidential Information of the other party. Each party agrees: (a) not to disclose the Confidential Information of the other party to anyone except its employees, contractors and advisors ("**Representatives**") on a strict need to know basis and subject to a written duty of confidence, (b) to use the Confidential Information strictly

for the performance or receipt of this Agreement, and (c) to use commercially reasonable efforts to protect the confidentiality of the other party's Confidential Information. This section will not apply to Confidential Information that (i) is or becomes publicly available through no fault of the recipient, (ii) is already in the recipient's possession at the time of its disclosure without any duty of confidence, or (iii) is independently developed by the recipient without reference to or use of the disclosing party's Confidential Information. Each party may disclose Confidential Information to the extent required: (1) to comply with a court or governmental order, or to comply with applicable law or (3) to establish or preserve a party's rights under this Agreement. Each party will be responsible for the acts and omissions of its Representatives related to any breach of this section. "**Confidential Information**" means any non-public material or information relating to a party which it discloses or makes available to the other party under this Agreement, including, by way of example, research, strategies, inventions, processes, technologies, designs, finances, or other non-public information or trade secrets that such disclosing party treats as proprietary or confidential.

**7 NO WARRANTY.** DOCUPLAYER MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR- FREE OR FREE OF HARMFUL COMPONENTS OR THAT THE USER CREATED CONTENT SECURE OR NOT OTHERWISE LOST OR DAMAGED. THE DOCUPLAYER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DOCUPLAYER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, NON-INTERFERENCE, VALUE OR ACCURACY OF DATA, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY DOCUPLAYER ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. USER ACKNOWLEDGES THAT DOCUPLAYER'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF USER ONLY. THE SERVICES ARE SUBJECT TO LIMITATIONS, DELAYS, RISKS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. DOCUPLAYER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, HACKING OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

**8 LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT, LOSS OF REVENUE, OR LOSS OF DATA, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE SERVICES, EVEN IF SUCH PARTY OR AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. USER EXPRESSLY UNDERSTANDS AND AGREES THAT NEITHER DOCUPLAYER NOR ITS AFFILIATES WILL BE LIABLE WITH RESPECT TO ANY MATTER OF THIS AGREEMENT UNDER ANY LEGAL THEORY (INCLUDING NEGLIGENCE) FOR ANY AMOUNT IN EXCESS OF FIVE HUNDRED U.S. DOLLARS (\$500). USER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS SET FORTH IN THIS SECTION 9 ARE A MATERIAL ELEMENT TO DOCUPLAYER'S DECISION TO PROVIDE THE SERVICES TO USER HEREUNDER AND ABSENT SUCH LIMITATIONS, DOCUPLAYER WOULD NOT PROVIDE SUCH SERVICES.

**9 User Indemnity Obligations.** User agrees to indemnify, defend and hold DocuPlayer (and its subsidiaries, affiliates, officers, directors, shareholders, agents, attorneys, partners, customers and employees) harmless from any claim, demand, suit, damages, losses and costs (including reasonable attorneys' fees) due to or arising out of: (i) User's violation of this Agreement or any use of the Services, or (ii) User's violation of any law or the rights of any person or entity arising out of or related to the use of the Services, including without limitation rules of professional conduct, (iii) User's violation of any third party



intellectual property rights; or (iv) User's operation of its legal practice and the State Bar ethical rules governing User. DocuPlayer will provide you with written notice of any such claim.

10 **DocuPlayer IP Indemnity Obligations.** DocuPlayer agrees to indemnify, defend and hold User harmless from any claim, demand, suit, damages, losses and costs (including reasonable attorneys' fees) due to or arising out of a claim that User's use of the Services as DocuPlayer makes them available violate any third party intellectual property rights; provided that such obligations shall exclude any claim to the extent it arises out of User Created Content or the manner in which User uses the Services.

11 **Causes of Action.** USER AND DOCUPLAYER AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SITE, THE SERVICES OR THE MEMBER CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

12 **Publicity.** User agrees that DocuPlayer may disclose User's name and association with DocuPlayer for marketing and publicity purposes in its sole discretion.

13 **General Practices.** User acknowledges that DocuPlayer may establish general practices and limits concerning use of its Services. DocuPlayer is not liable for the deletion of or failure to store any User Created Content.

14 **Subcontractors.** DocuPlayer may subcontract any obligations required under this Agreement without User's consent.

15 **Authority to Enter Agreement.** If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind that entity to these terms and understand that the terms "you" or "your" refer to that entity. If after your registration, DocuPlayer determines that you do not have authority to bind the entity for which you registered, you will be personally responsible for the obligations in this Agreement and the order you placed, including all payment obligations. DocuPlayer is not liable for any loss or damage resulting from our reliance on any communication reasonably believed by DocuPlayer to be genuine and originating from an authorized representative of your company.

16 **Force Majeure. Except with respect to the obligation to pay fees when due hereunder,** neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement for any cause beyond its reasonable control including, without limitation, acts of God, third party disruption of DocuPlayer's Site, fire or other disaster or telecommunications, power or Internet failure.

17 **Notices.** The communications between User and DocuPlayer use electronic means, whether you visit the website or send DocuPlayer e-mails, or whether DocuPlayer posts notices on the website or communicates with User via e-mail. For contractual purposes, User: (1) consents to receive communications from DocuPlayer in an electronic form; and (2) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that DocuPlayer provides to User electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing.

18 **Other Terms.** This Agreement together with the Terms of Use and Privacy Policy constitute the entire agreement between User and DocuPlayer, superseding any prior agreements between User and



DocuPlayer. This Agreement is governed by and construed in accordance with the laws of the State of Arizona without regard to its conflict of laws provisions. User agrees to submit to the personal and exclusive jurisdiction of the courts located within the County of Maricopa, Arizona. The failure of DocuPlayer to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect. This Agreement, and User's rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by User without DocuPlayer's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

19 **Amendment.** DocuPlayer may amend any term of this Agreement at any time by providing notice to User. User's continued use of the Services constitutes User's acceptance of the modified or amended Agreement.

20 **Independent Contractors.** User and DocuPlayer acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.