



TERMS & CONDITIONS FOR GROUNDWORX SERVICES

Effective September 01, 2023

These Terms & Conditions (“**Terms**”) govern the access to, and use of the GroundWorx Solution provided by Gravity Technologies, LLC d/b/a GroundWorx® (“**GWX**,” “**we**,” or “**our**”), a Washington State Limited Liability Company.

- The GWX Solution includes discrete Soil Sensors and MicroWeather hardware equipment (“**Hardware**”), hereinafter collectively referred to as “**Products**.”
- The GWX Solution also includes various Software components, hereinafter collectively referred to as Software-as-a-Service (“**SaaS**”). All **SaaS** products include cellular activation and connectivity, which provides a wireless data connection to the internet, Amazon Web Service (AWS), which provide cloud-based data hosting and security, the GWX Desktop Application accessible at www.mygroundworx.com, and the GWX Mobile Applications accessible for download on the Apple iOS and Google Android mobile storefronts.
- All **Products** require the purchase of a corresponding annual **SaaS** subscription.
- **Products** and **SaaS**, as well as related documentation, user manuals, installation manuals, technical support notices, and any updates thereof shall hereinafter collectively be referred to as the Service (“**Services**”).

The following table summarizes the GWX **Products** and **SaaS**:

GWX Solution Name	Solution Type	T&Cs Descriptor
GX-1A Soil Sensor	Hardware	Product
GX-1F Soil Sensor	Hardware	Product
GX-MicroWeather Station	Hardware	Product
GX-1A SaaS	Software	SaaS
GX-1F SaaS	Software	SaaS
GX-MW SaaS	Software	SaaS

By deploying the Products, using, or subscribing to the Services, you as a business entity customer (“**Customer**” or “**you**”) accept these Terms and agree to be bound by them. The Customer shall equally be responsible for its authorized end-users (“**End-user**”) regarding their acceptance of and compliance with these Terms.

Therefore, if you and/or your authorized End-User cannot or do not agree to all terms and conditions in these Terms, or if you and/or your authorized End-user are not eligible or authorized to do so, you and/or your authorized End-User may not access or use the Services.

These Terms, together with an acknowledgment of confirmation via a GWX Sales Order, a Customer’s Purchase Order (“**PO**”), a Customer’s payment for Products and Services, and/or any addendum thereof, shall form a binding agreement (“**Agreement**”) between the Customer and GroundWorx concerning the provision, access to and use of the Services.

GroundWorx and Customer may also be referred to collectively as “**Parties**” or each individually as “**Party**.”

GWX reserves the right to change and/or update these Terms and/or the Services from time to time without prior notice or obligation to compensate the Customer. Valid Terms shall be available at www.getgroundwork.com/legal. In case of material changes and/or updates to the Terms and/or Services, GWX shall notify the Customers of such material changes and/or updates at least thirty (30) days prior to the effective date of such change and/or update. If the Customer does not accept material changes and/or updates made to these Terms and/or Services, the Customer shall have the right to terminate the Agreement by notifying GWX thereof prior to the effective date of such change and/or update.

1. SERVICE DESCRIPTION

- 1.1 The purpose of the Services is to provide the Customer with a technical solution for capturing soil measurements, including temperature, moisture, salinity, micro and/or local weather information, and to facilitate agronomist

decision-making based on such soil measurement data (“**Data**”).

- 1.2 By installing the Products, the Customer enables transmission of data collected by the hardware to the GWX data hosting service via wireless cellular connectivity. By accessing the Services, you may monitor and use the relevant Data for your own internal agronomist business purposes. The Data does not constitute legal or commercial advice.
- 1.3 Customer may purchase the Service directly from GWX or through an authorized GWX reseller in accordance with section 2 (Delivery and Installation) of these Terms and/or terms and conditions of respective authorized resellers, as applicable.
- 1.4 Unit prices for Products purchased directly from GWX are specified in the GWX Sales Order. Delivery terms for Products purchased directly from GWX are presented hereunder. Unit prices and delivery terms for Product purchases made from authorized GWX resellers are governed by the terms of such authorized resellers.

2. DELIVERY AND INSTALLATION

- 2.1 The Products purchased by the Customer directly from GWX shall be subject to the delivery terms hereunder, unless otherwise stated in a GWX Sales Order or a Customer’s PO.
- 2.2 GWX shall deliver the Products to the Customer on the estimated delivery date agreed upon in the GWX Sales Order or a Customer’s PO with confirmation to the delivery address agreed between the Parties. GWX shall use all reasonable efforts to deliver the Products on or before the estimated delivery date but shall not be liable for possible damage incurred by failing to meet the estimated delivery date.
- 2.3 Customer is required to install purchased Products at the Customers’ premises in order to use the Services in accordance with the instructions provided by GWX, accessible at www.getgroundworx.com/manual. GWX shall not be responsible for the installation of the Products unless otherwise agreed between the Parties. Customer may order separate installation services provided by GWX and/or authorized GWX resellers.
- 2.4 Customer acknowledges that GWX has no control of the delivery terms and unit prices for the Products purchased by the Customer from our authorized resellers. Such purchases are governed exclusively by the unit prices and delivery terms set forth in the terms and conditions of the respective GWX-authorized reseller.

3. USE OF SERVICES

- 3.1 The Customer acknowledges that the Services may, from time to time, include certain functionalities or parts that are, in addition to these Terms, subject to separate guidance or terms issued through the Services. Customer is only allowed to use the Services in accordance with the Terms and other guidance or terms issued through the Services from time to time, where applicable, and only for internal business purposes during the term of this Agreement.
- 3.2 Subject to compliance with these Terms, GWX grants the Customer and/or authorized End-User a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to use the Services and Data generated through the use of Services during the term of this Agreement for the sole purposes of User’s internal agronomist business operations as set out herein.
- 3.3 Subject to the license granted for the Services, Customer is entitled to invite End-Users exclusively from Customer’s own organization or 3rd party organization under contract with the Customer to use the Services under the Customer’s user account.
- 3.4 Customer shall be responsible and liable for the acts and omissions of its authorized End-Users in relation to the use of Services, including compliance with the Terms as if such acts or omissions were Customer’s own acts or omissions.
- 3.5 Customer shall remove and manage the access rights of End-Users’ to the Services when necessary, such as in case of termination of employment of Customer’s employees.
- 3.6 Without prejudice to any warranties granted for the Products hereunder, Customer shall use the Services at its own risk and be responsible for the acquisition, security, and functionality of necessary network connections and hardware and any direct or indirect costs thereof.
- 3.7 In order to use the Services, the Customer must create and manage End-User accounts. Each Customer may have

unlimited End-User accounts. End-user account creation requires that Customer provide at minimum first name, last name, email address, and the creation of a username.

- 3.8 Username and passwords are of personal nature and may not be transferred, disclosed, or assigned to or used by third parties. In case a Customer's password and/or username is subject to an unauthorized disclosure to a third party, Customer shall immediately notify GWX of such disclosure. We reserve the right to block your and/or End-Users' access to your user account without notice thereof, if we have a reason to suspect that your user account is being used for fraudulent purposes or malpractice.
- 3.9 Under no circumstances shall GWX be responsible for any unauthorized use of a Customer's user account, nor any damages incurred by the Customer due to such unauthorized use. Customer shall be fully liable for any possible damages incurred by GWX in relation to an unauthorized use of a Customer's user account.

4. NON-PERMITTED USE OF THE SERVICES

- 4.1 Unless otherwise provided in these Terms or without a prior written approval from GWX, the Customer and/or End-user may not (or allow third party to):
- (i) modify, amend, or copy the Services or part thereof;
 - (ii) use Data for any other purposes than research, internal agronomic or other internal business purposes;
 - (iii) circumvent any usage control, restrictions, or anti-copy features of the Services;
 - (iv) probe, scan or test the vulnerability of the Services;
 - (v) use the Services and the content available through the Services in any manner that could damage, disable, overburden, or impair the Services;
 - (vi) use any data mining, robots, scraping, or similar data gathering or extraction methods to the Services;
 - (vii) use, copy, sell, resell, rent, transfer, license or otherwise provide anybody with the Services and/or the content of the Services available through the Services, except as provided herein;
 - (viii) reverse engineer or decompile the Services or access the source code thereof;
 - (ix) use the Services in violation of applicable laws;
 - (x) use the Services for transmitting any unauthorized advertising, promotional materials, spam, contests, pyramid schemes, or any other form of solicitation or mass messaging;
 - (xi) use the Services in ways that violate intellectual property rights, trade secrets or privacy of third parties or other Users; and/or
 - (xii) use the Services to transmit any material that contains adware, malware, spyware, software viruses, worms, or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment.

5. PAYMENT AND SERVICE FEES

- 5.1 The Products shall be paid for by the Customer in accordance with the unit prices quoted in the GWX Sales order or Customer's PO or and/or terms and conditions of respective authorized resellers.
- 5.2 The access to and use of the SaaS is subject to an annual subscription fee set forth in the GWX Sales Order or Customer's PO. An annual subscription is a continuous 12-month period.
- 5.1 Unless otherwise indicated in a GWX Sales Order, all Products purchased directly from GWX are in United States Dollar (USD) currency with applicable local tax fees applied. Such taxes and fees shall be added to the prices and be borne by the Customer. If the Customer is a Tax-Exempt organization, Customer must provide GWX with a Tax Exemption Certificate and GWX will remove local tax fees from the final purchase price. At Customer's request and recorded in the GWX Sales Order, the Customer may bear taxes and duties on the Products.
- 5.2 The payment term for the Products and SaaS purchased directly from GWX shall be fifteen (15) days net. Interest on overdue payments may apply as agreed by the Parties. The Customer shall be responsible for the reasonable costs incurred by GWX when collecting overdue fees.
- 5.3 All Product and SaaS payments made to GWX under this Agreement are non-refundable.

- 5.4 Without prejudice to its other rights, GWX may temporarily disable the Customer's and/or End- Users' access to the Services or terminate the Agreement with immediate effect in the event the Customer has overdue payments in excess of thirty (30) days.
- 5.5 GWX may introduce new features and functionalities to the Services at any time at its sole discretion and shall inform Customer thereof.

6. AVAILABILITY OF SERVICES

- 6.1 GWX will make reasonable efforts to keep the Services operational. GWX shall have the right to suspend the availability of the Services due to installation, change or maintenance work or due to severe data security risk to the Services. If GWX suspends the Services for these reasons, it shall inform the Customer of the suspension and the duration of the estimated suspension in advance or, if this is not reasonably possible, without undue delay after GWX has become aware of such occurrence.
- 6.2 GWX shall have the right to deny the Customer's and End-Users' access to and use of the Services without any prior notice to the Customer, if GWX suspects that the Customer or End- User breaches these Terms or burdens or uses the Services in a manner which may jeopardize the availability of the Services to other customers. GWX shall without undue delay inform the Customer of the reasons for such denial.
- 6.3 The Customer acknowledges that interruptions to the availability of the Services may also occur due to no fault of GWX, for example, in the event of data connection disruptions, misplacement or faulty installation of the Product by the Customer, interruptions to the availability of the Amazon Web Service (AWS) and interruptions due to force majeure events.
- 6.4 In case additional consultation, integration, support, and other additional services not covered by these Terms are provided to Customer by GWX, GWX shall have the right to charge the applicable additional fees and charges relating to these services as separately agreed by the parties.
- 6.5 Except as specifically provided under these Terms, the Services are provided "as is" and with the functionalities available at each time without warranty of any kind, either express or implied.

7. DATA

- 7.1 Subject to the payment of subscription fees and Products, the Customer may freely use the Data generated by the Services during the term of this agreement for research, Customers' internal agronomic and/or other soil-related business purposes.
- 7.2 Customer shall not, without GWX's prior written approval, transfer, sell, license, borrow or make available Data to third parties. Notwithstanding the aforesaid, Customer may make Data available to its authorized subcontractors during the validity of the Agreement solely for the Customer's internal business purposes.
- 7.3 Customer acknowledges that GWX may, upon the termination of this Agreement, under its sole discretion, either delete the Data generated by the Customer's use of the Services or maintain and use it freely for its own business purposes subject to section 12 (Confidentiality). GWX will allow Customers to keep a copy of such data for research and educational purposes.
- 7.4 GWX shall under no circumstances be liable for the defectiveness, inaccuracy of Data generated by the Customers' use of the Services provided such issues are attributable to the misplacement of Products by the Customer or variations stemming from soil individuality at the Customers' premises.
- 7.5 GWX collects data, including personal data, in relation to Customer's and/or End-Users use of the Services, such as contact email, phone number, login, and payment details. GWX collects such personal data as a data controller in accordance with the applicable data protection laws and our Privacy Policy, available at www.getgroundworx.com/legal.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All right, title and interest in and to all intellectual property rights in or related to the Services, any Data generated by the Services and thereto related documentation and analytics (including modifications to any of the foregoing, if any) and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property

of GWX and/or its licensors, as the case may be.

- 8.2 Except as expressly stated herein, this agreement does not grant the Customer and/or End-User any intellectual property rights in the Services and all rights not expressly granted hereunder are reserved by GWX and its subcontractors or licensors, as the case may be.
- 8.3 All rights, title, and interest in and to all intellectual property rights in or related to the Customer Material shall remain vested with and be the sole property of the Customer. Customer hereby grants GWX a non-exclusive, worldwide, and irrevocable license to use any Customer Material for GWX internal business purposes.
- 8.4 Further, Customer may choose to, but is not required to provide suggestions, data, feedback, and other information to GWX regarding possible improvements of the Services (“**Feedback**”). All rights, title, and interest in and to all intellectual property rights in or related to the Feedback, and all parts and copies thereof, shall vest in and be the sole and exclusive property of GWX.

9. WARRANTIES

- 9.1 The warranty for Products manufactured by GWX and used in connection with the Services shall only apply in situations where the Customer has purchased the Products directly from GWX. For warranty available for Products manufactured by GWX that Customer purchases from authorized resellers, you must refer to the terms and conditions of the respective GWX authorized reseller, which may differ for the benefit of the Customer.
- 9.2 The Warranty Period provided by GWX for the Products is three (3) years from the Sales Order Date unless otherwise indicated.
- 9.3 GWX warrants that, during the period defined below (“**Warranty Period**”), the Products will be free of substantial defects in material or workmanship and in substantial conformity with the agreed specifications. GWX also warrants that it will use reasonable skill and care in performing the Services. The Warranty Period commences at the Sale Order Date of respective Products.
- 9.4 The Customer must give GWX detailed written notice of any defect and the Products affected within fifteen (15) days after discovery of the respective defect. If such notice is not given within the period stipulated above, or at all, the relevant Products are deemed to be free of any such defect.
- 9.5 During the Warranty Period stated, GWX shall, at its discretion, either repair or replace any defects in the Products. The Customer shall return the Products to GWX for warranty inspection.
- 9.6 GWX’s obligations under this warranty shall only become effective, and the Customer can only make warranty claims, if GWX has received all amounts due under the Agreement.
- 9.7 Customer acknowledges that the warranty provided in this section 9 does not cover defects that are connected with or caused by:
- (i) normal wear and tear; punctures caused by aeration equipment; and other damage caused by Customer’s employees, third party contractors, or on-premises guests;
 - (ii) an error with the Products improper installation, as outlined in www.getgroundworx.com/manual;
 - (iii) any use, maintenance, service, or operation of the Products which is not in conformity with the Agreement or GWX’s, or which is otherwise not in accordance with the standard industry practice;
 - (iv) negligence or other improper acts or omissions or breach of contract on the part of the Customer, or third parties, or their respective employees or agents;
 - (v) the Products not being compatible or not functioning with other equipment, software, or systems not supplied by GWX, unless GWX has specifically accepted the responsibility for their interface;
 - (vi) any interface of our Products with any other products not part of the Services; or
 - (vii) any unit or component embedded in the Products which has been repaired or altered at any place other than at GWX’s premises or by persons or staff not approved by GWX.
- 9.8 THE WARRANTY SET FORTH IN THIS SECTION 9 IS THE EXCLUSIVE WARRANTY MADE BY GWX TO THE CUSTOMER. GWX DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY,

MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY OR CONDITION ARISING BY STATUTE, CUSTOM OR USAGE OF TRADE RELATED TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER.

10. THIRD PARTY COMPONENTS AND SOFTWARE

- 10.1 The Customer acknowledges that certain parts of the Products may include hardware and/or components manufactured by a third party. Such hardware units and/or components shall be governed by the warranty terms of respective third parties and may differ from the warranty scope provided by GWX in section 9.
- 10.2 The Customer acknowledges that certain parts of the Services may include software products and/or services provided by third parties. Any and all third-party software products and/or services included or linked to the Services are provided by the relevant third parties and covered by their terms of service or other agreement or licenses. GWX does not assume any liability in regard to use of such third-party software products and/or services.

11. INDEMNIFICATION

- 11.1 The Customer will indemnify, defend, and hold harmless GWX from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third-party claim: (i) regarding Customer Material; or (ii) regarding Customer's use of the Services in violation of these Terms.
- 11.2 GWX will defend Customer against any claim that the Services infringe the intellectual property rights of a third party and pay any damages finally settled or awarded in a trial to the third party with respect to any such claim, provided that GWX is notified promptly in writing of the claim and given sole control of the defense and all related settlement negotiations in relation to the claim as well reasonable assistance and necessary authorizations from Customer to defend or settle the claims on behalf of Customer.
- 11.3 At any time, if GWX reasonably deems that any part of the Services infringes the intellectual property rights of any third party, GWX has the right at its own expense to (i) modify/replace the Services to eliminate the infringement in such a manner that the modified Services comply with these Terms, or (ii) procure to Customer and/or End-User a right to use the Services. If none of the afore-mentioned alternatives are reasonably possible, GWX shall have the right to terminate the agreement.
- 11.4 Notwithstanding the foregoing, GWX shall not be liable for any infringement or claim thereof in the event the claim (i) is made by any affiliates of Customer; (ii) has resulted from Customer's and/or End-User's use or modification of or addition to the Services; or (iii) could have been avoided by using the latest versions of the Services provided GWX.

12. CONFIDENTIALITY

- 12.1 Neither Party shall disclose to third parties any material or information received from the other Party and marked as confidential or which should be understood to be confidential and shall not use such material or information for any other purposes than those stated in these Terms.
- 12.2 The Party shall return all records or copies of the confidential information of the other Party at the request of the other Party and at the latest upon the expiry or termination of the agreement. This shall not apply to confidential information or copies thereof which must be stored by the receiving Party in accordance with applicable law.
- 12.3 The obligation of confidentiality is applied during the term of this agreement and for five (5) years after the termination of this agreement.
- 12.4 The confidentiality obligation shall, however, not be applied to material and information, (a) which is generally available or otherwise public; or (b) which the Party has lawfully received from a third party without any obligation of confidentiality; or (c) which was lawfully in the possession of the receiving Party prior to receipt of the same from the other Party without any obligation of confidentiality related thereto; or (d) which a Party has independently developed without using material or information received from the other Party as verified by the written records of the receiving Party; or (e) which a Party is obligated to disclose due to applicable mandatory laws, public authority regulations or court orders. In case of disclosure due to (e), the Party must promptly inform the other Party of such disclosure.

13. LIMITATION OF LIABILITY

- 13.1 Notwithstanding any damages that the Customer might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and Customer's exclusive remedy for all of the foregoing shall be limited to the amount actually paid by Customer through the Service or 100 USD.
- 13.2 To the maximum extent permitted by applicable law, in no event shall GWX or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Agreement), even if the Customer or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.
- 13.3 Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

14. TERM AND TERMINATION

- 14.1 This agreement shall stay in force for an initial fixed term of thirty-six (36) months, unless a shorter term is agreed to by both parties, whereupon the agreement shall automatically renew for successive fixed terms of twelve (12) months until terminated by either Party by providing the other Party with notice at least ninety (90) days prior to the expiry of the ongoing fixed term, unless otherwise agreed by the Parties.
- 14.2 GWX may terminate this agreement with immediate effect by written notice, if (i) the Customer is dissolved or liquidated, is declared bankrupt or otherwise becomes the subject to other insolvency proceedings; or (ii) GWX ceases its business operations or the provision of the Services.
- 14.3 Both Parties may terminate this agreement with immediate effect by giving a written notice thereof to the other Party if the other Party materially breaches its obligations under these Terms and does not remedy the failure within thirty (30) days of a written notice by the other Party.
- 14.4 The Customer and/or End-Users shall continue to have access to the Services and GWX is entitled to charge the subscription fees and other applicable fees until the end of the notice period. Upon expiry or termination of the agreement, the Customer shall cease to use the Services and return to GWX any possible copies of materials provided by GWX to Customer hereunder. The Customer shall be responsible for informing the End-Users of the termination of this Agreement and the consequences thereof.
- 14.5 All provisions of these Terms that are intended to survive the termination or expiry of this agreement shall do so, including without limitation sections 8 (Intellectual Property Rights), 12 (Confidentiality), 13 (Limitation of Liability) and 15.1 (Governing Law and Dispute Resolution).

15. MISCELLANEOUS

15.1 Governing Law and Dispute Resolution

- 15.1.1 The laws of the County, excluding its conflicts law rules, shall govern this Agreement. Your use of the Service may also be subject to other local, state, national, or international laws. The Agreement and the interpretations of its terms shall be governed by and construed in accordance with the laws of the State of Washington subject to the exclusive jurisdiction of the federal and state courts located in King County, Washington, USA.
- 15.1.2 Notice of any claim by the Customer shall be made in writing to GWX as soon as reasonably possible. The Parties shall attempt to resolve any claims, disputes and other controversies arising out of or relating to this Agreement (collectively, "**Disputes**") promptly by negotiation between individuals who have authority to settle the Dispute. All negotiations pursuant to this Section are to be deemed confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Dispute has not been resolved by negotiation within sixty (60) days of the disputing Party's notice, then either Party may initiate litigation. Either Party shall have the right, in its discretion, to include by joinder persons or entities involved

in a common question of law or fact whose presence is required if complete relief is to be accorded in any litigation.

15.2 Force Majeure

- 15.2.1 Neither Party shall be liable for delay and damage caused by an impediment beyond the Party's control and which the Party could not have reasonably considered at the time of conclusion of this Agreement and the consequences of which the Party could not reasonably have avoided or overcome. Such force majeure events shall include, if not proven otherwise, inter alia, epidemic, pandemic, war or insurrection, earthquake, flood or other similar natural catastrophe, interruptions in general traffic, data communication or supply of electricity, import or export embargo, strike, lockout, boycott, or other similar industrial action.
- 15.2.2 Each Party shall without delay inform the other Party in writing of a force majeure event and the ceasing of such event.
- 15.2.3 Where a Party's performance is prevented for a period in excess of three (3) months due to an event as stated above, either Party shall be entitled to terminate the agreement.

16. Reference Use

- 16.1.1 Customer agrees that GWX may use the Customer's name and logo to identify the Customer as part of a general list of GWX's customers for use and reference in GWX's marketing materials.

16.2 Entire Agreement

- 16.2.1 This agreement supersedes all prior agreements, arrangements, and understandings between the Parties relating to the subject matter hereof and constitutes the entire agreement between the Parties relating to the subject matter hereof.

16.3 Severability

- 16.3.1 If any part of these Terms is held to be invalid or unenforceable by any court, tribunal or other authority having jurisdiction, this shall not affect the validity or enforceability of the rest of these Terms. Instead, these Terms shall be construed and interpreted so that its effect shall remain as close as legally possible to the effect it would have had without such invalidity or unenforceability.

16.4 Assignment

- 16.4.1 Neither Party may assign this agreement or any rights or obligations hereunder without the prior consent of the other Party. GWX may, however, assign all or any of its rights or obligations hereunder in whole or part to an affiliate or successor or to a purchaser or acquirer of its business assets without the Customer's prior consent. This agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the Parties hereto.

16.5 Notices

- 16.5.1 Written notices can be sent to
Gravity Technologies LLC
Attn: GroundWorx
10530 Sea Pearl Cove, Suite 17
San Diego, CA 92130
USA
- 16.5.2 Email correspondence should be sent to sales@getgroudworx.com.