SQUARECOIL APPLICATION SERVICE PROVIDER AGREEMENT

This Application Service Provider Agreement ("Agreement") is entered into as of ("Effective Date"), by and between SquareCoil, a California corporation, with offices at 3663 Via Mercado, La Mesa, CA 91941 (Licensor), and _____ *(Licensee) and all of its assigned employees*.

RECITALS

A. Licensor provides a subscription service consisting of certain proprietary software owned by Licensor or its third-party Licensors and accessible via the Internet.

B. Customer seeks to obtain, and Licensor seeks to provide, a subscription to the service on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the parties agree as follows:

AGREEMENT

1.   DEFINITIONS

1.1   "Consulting Services" will have the meaning set forth in Section 3.1.

1.2   "Confidential Information" will have the meaning set forth in Sections 5.1 and 5.2.

1.3   "Customer Data" means all information provided by Customer to Licensor through the Service for use in conjunction with the Services and the Software, including processing, storage and transmission as part of the Services.

1.4   "Customer Information" means all information created or otherwise owned by Customer or licensed by Customer from third parties, including Customer Data and information created by Customer by using the Services, which is used in conjunction with the Services and the Software.

1.5   "Documentation" means all configurations and specifications published by Licensor from time to time relating to the Software or the Services.

1.6   "Equipment" will have the meaning set forth in Section 4.2

1.7   "Maximum Users" will have the meaning set forth in Section 12.1.

1.8   "Licensor Information" means information, including the Software, created or otherwise owned by Licensor or licensed by Licensor from third parties, related to the Services and any materials prepared by Licensor pursuant to a Statement of Work.

1.9   "Services" means access to the Software, electronic data processing, storage and transmission services, and support services ordered by Customer, which are enumerated in Exhibit A.

1.10   "Software" means the SquareCoil software platform, which is an Internet-based application used for organizing and managing company data and business operations.

1.11   "Statement of Work" will have the meaning set forth in Section 3.1

2.   **SERVICES AND SUPPORT**

2.1   Obligations of Licensor. Subject to the terms and conditions of this Agreement. Licensor will use reasonable commercial efforts to provide the Services to Customer. Customer may request additional services from Licensor, but only by submitting a written request. If Licensor accepts the Customer's request, then Licensor shall provide the additional Services on the terms set forth in this Agreement. The Licensor will have no obligation to provide any upgrades to the Software.

2.2   Grant of License. Subject to the terms and conditions of this Agreement, Licensor grants to the Licensee, the Customer and its assigned employees a limited, non-transferable, non-sublicensable, non-exclusive license for the term of this agreement to access via the Internet and use the Services and the Software, but only to support Customer's normal course of business.

2.3   Restrictions on Use. Customer and/or its assigned employees may not, directly or indirectly, (i) license, sell, lease or otherwise transfer or grant third-party access to the Services or the Software, (ii) alter, modify, translate or create derivative works based on the Software, (iii) process or permit to be processed the data of any third party, (iv) use or permit the use of the Services or the Software in the operation of a service bureau, timesharing arrangement or otherwise for the benefit of a third party, (v) disassemble, decompile, or reverse engineer the Software or any aspect of the Services, or otherwise attempt to derive or construct source code or other trade secrets from the Software, or (vi) permit any third party to do any of the foregoing.

2.4   Support Services. Subject to the Customer's prompt payment of the fees due under this Agreement, Licensor shall provide Customer with an elevated level of support services. SquareCoil's Service standard includes a 99.5% uptime commitment, excluding scheduled maintenance and force majeure events. We work diligently to actively protect all systems and data security measures, while limiting liability for third-party issues. Full time Support AND Best in Class Customer Service is available during SquareCoil business hours, with defined response times escalating based on issue severity. If/When issues arise, we encourage Customer to provide us with a reasonably detailed description of the problem by email or phone support so our team may review and address.

2.5   Use of Customer Data/Customer Representations and Warranties. The Customer shall be solely responsible for collecting, inputting and updating all Customer Data, and shall be solely liable for any party's reliance on or use of such Customer Data. Customer represents and warrants that its Customer Information does not and will not include anything that infringes the copyright, patent, trade secret, trademark or any other intellectual property right of any third party; contains anything that is obscene, defamatory, harassing, offensive, malicious or which constitutes child pornography; or otherwise violates any other right of any third party.

2.6   Passwords. Licensor shall provide Customer with the ability to assign passwords to access the Service. Customer shall be responsible for all use of its account(s). Customer shall also maintain the confidentiality of all passwords assigned by it.   Customer may not share their passwords with third parties or attempt to access the Service without providing a password assigned to it.

3.   **CONSULTING SERVICES**

3.1   Statements of Work. Upon Customer's request and subject to both parties' acceptance of a Statement of Work, Licensor may modify, customize or enhance the business management Software or provide implementation, data transfer, training, or other services relating to the Software or Services ("Consulting Services"), for an additional fee. Customer shall request Consulting Services by completing a Licensor order form, in the form attached as Exhibit C. Upon receipt of Customer's written request for Consulting Services, Licensor shall prepare a Statement of Work. A Statement of Work is an offer to perform Consulting Services on specified terms and for specified fees. A Statement of Work will only be binding if signed by both parties. Each Statement of Work will be governed by this Agreement.

3.2   Payment for Services.Unless a Statement of Work expressly states that Consulting Services are to be performed for a fixed fee, Licensor shall provide Consulting Services to Customer on a "time and materials basis" with any price quotation constituting merely an estimate that is not a binding on Licensor. For purposes of this Agreement, "time and materials basis" means that Customer shall pay Licensor at the hourly rates specified by Licensor for the Consulting Services and shall reimburse Licensor for expenses as set forth in Section 3.3.

3.3   **Authorization of Recurring Payments**. By subscribing to SquareCoil services, you agree to recurring charges on a monthly frequency at the amount described including the monthly subscription rate, Users and Server fee(s).

3.4   Expenses. In addition to payment for the Consulting Services, Customer shall reimburse Licensor for reasonable travel, administrative, equipment, and out-of-pocket expenses incurred in performing the Services, in accordance with Section 6. These expenses are not included in any estimate in a Statement of Work unless expressly itemized.

3.5   Effect of Termination during Performance of Consulting Services. Upon termination of this Agreement, Licensor will be relieved of all obligations to perform Consulting Services, the Statement(s) of Work for all Consulting Services will terminate, and Customer immediately shall pay Licensor for Consulting Services performed prior to the date of termination.

3.6   **TERMINATION OF STATEMENT OF WORK/RIGHT TO CURE.**

(i)   Either party may terminate the Statement of Work if the other party breaches a Statement of Work and has not cured its breach within thirty (30) days of written notice from the non-breaching party.   In addition, Licensor may terminate the entire Agreement if Customer breaches any payment obligation. Otherwise, however, neither party may terminate the entire Agreement based solely on breach of a Statement of Work.

(ii)   Consent to extend the cure period for breaches of a Statement of Work may not be unreasonably withheld so long as the breaching party has in good faith begun to cure its defects in performance during the thirty (30) day notice period. Notwithstanding the foregoing, Licensor, in its sole discretion, may withhold its consent to extend the cure period for Customer's breach of its payment obligations.

3.6   Change Orders. The Licensor's obligation to perform Consulting Services is limited to the services described in a Statement of Work. Customer may request changes to a Statement of Work by submitting proposed changes in writing to Licensor. Within fourteen (14) days of receiving Customer's request, Licensor will provide Customer with a proposed change order. A

change order will set forth, at a minimum, (i) a written description of the changes to the Statement of Work, (ii) any changes to the services schedule, and (iii) any changes to the fee estimate. A change order will be binding only if signed by both parties, in which case it will be governed by the terms and conditions of this Agreement. In the event of a conflict between a change order and a Statement of Work, the Statement of Work will prevail.

3.7   Cooperation.   Customer shall cooperate with and assist Licensor in performing Consulting Services. Among other things, the Customer shall provide to Licensor timely access to office accommodations, facilities, and equipment; complete and accurate information and data from its officers, agents, and employees; and suitably configured computer products. The Customer's failure to do so will relieve Licensor of responsibility for any related deficiencies in its performance.

3.8   Cancellation and Refund Policy. You may cancel your subscription at any time by contacting the SquareCoil Support team directly through email or phone. Cancellations become effective at the end of your current billing cycle **AND** combined with the confirmed removal of content from the SquareCoil servers. All fees are NON-REFUNDABLE, and no refunds or credits will be provided under any circumstance for partial subscription use periods.

3.9   Dispute Resolution Procedure. If you believe there has been an error with your SquareCoil subscription billing payments, you agree to notify SquareCoil Support Team via email or phone immediately and we will work in good faith to resolve the issue. By agreeing to this SquareCoil Application Service Provider Agreement you waive your right to initiate a Bank chargeback process without first contacting the SquareCoil Support team and allowing us up to 30 days to resolve the outstanding issue.

4.   **CUSTOMER RESTRICTIONS AND RESPONSIBILITIES**

4.1   Compliance with Documentation and Laws/Representations and Warranties. Customer represents, covenants, and warrants that Customer will use the Services and any data of third parties only as contemplated by the Documentation and in compliance with all applicable laws and policies (including but not limited to laws, government regulations, Licensor policies and any other applicable policies relating to intellectual property, employment, labor, spamming, spoofing, network security, privacy, obscenity or defamation).

4.2   Customer Equipment. Customer shall be responsible for selecting, 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 equipment, web servers, and long distance and local telephone service, but excluding the Software (collectively "Equipment"). Customer shall be responsible for ensuring that the Equipment is compatible with the Services and the Software and complies with the Documentation. The Customer shall also be responsible for the security and use of their equipment.

4.3   Customer Requirements. The Customer shall be responsible for determining what Services, Software and Consulting Services and support it requires.

4.4   Customer Acknowledgement. By entering into this agreement, you acknowledge that you have read, reviewed, and you understand your subscription agreement, and you agree to abide by the payment and cancellation policies. Note, we may change our subscription plans

and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you.

5.   **CONFIDENTIALITY AND PUBLICITY**

5.1   Confidentiality Obligation. "Confidential Information" means all written or oral information that is made accessible to the other party in connection with this Agreement including, without limitation, computer programs, software, formulas, data, information, Contracts, client information, proposals, estimates, prices, drawings / schematics, margins, inventions, techniques, strategies, trade secrets, know-how, plans for products or services, marketing plans, financial documents or data, processes and designs, Service passwords, and the terms, but not the existence of, this Agreement. Each of the parties shall treat the other party's Confidential Information confidentially and with at least the same degree of care it uses to prevent the disclosure of its own Confidential Information, but in no event less than reasonable care. In addition, each party shall use the Confidential Information of the other party solely in the performance of its obligations under this Agreement and not disclose it, except to authorized employees of the receiving party or its affiliates, its legal counsel and its accountants (provided that the receiving party contractually obligates them to a duty of confidentiality no less restrictive that the duty imposed by this Section

5.1   and remains jointly and severally liable for any breach of confidentiality by them). Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of its Confidential Information. Upon expiration or termination of this Agreement, each party shall return all tangible copies, and certify destruction of all intangible copies, and delete any electronically stored copies of any Confidential Information received from the other party.

5.2   Exclusions. Confidential Information will not include information that the recipient can prove: (i) was generally available to the public at the time it was disclosed, (ii) was known to the recipient, without restriction, at the time of disclosure by the disclosing party, (iii) is disclosed with the prior written approval of the disclosing party, (iv) was independently obtained or developed by the recipient without any use of the Confidential Information, (v) becomes known to the recipient, without restriction, from a source other than the disclosing party who does not owe a duty of confidentiality to the disclosing party and obtained the information by lawful means, or (vi) is disclosed in response to an order or requirement of a court, administrative agency, or other governmental body, a subpoena, or by the rules of a securities market or exchange on which the disclosing party's securities are traded (but only if (a) the recipient vigorously opposes the proposed disclosure and provides prompt advance notice to the disclosing party to enable it to appear and independently contest the disclosure, and (b) any Confidential Information so disclosed will otherwise remain subject to the provisions of this Section 5). The burden of proof in establishing that any Confidential Information is subject to any of the foregoing exceptions will be borne by the receiving party.

5.3   Trademark License. Customer grants Licensor a limited, non-exclusive, worldwide right and license during the term to use the names, logos and trademarks of Customer to publicize the existence of the business relationship established by this Agreement.

6.   **PAYMENT OF FEES**

6.1   Fees.   Customer shall pay Licensor the fees for the Services as set forth in the SquareCoil Account Summary. Licensor reserves the right to change the fees or applicable

charges upon thirty (30) days prior notice by email or otherwise. Fee structure will be honored for 12 months past the start-up date. During the first 12-month window, no raising or changing of the fees will be allowed by either parties. Full cancellation of the software does not adhere to this fee lock. Unless otherwise specified, Customer shall pay the fees set forth in the invoice to Licensor within thirty (30) days of the invoice date. We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you. Per 3.3 Authorization of Recurring Payments. By subscribing to SquareCoil services, you agree to recurring charges on a monthly frequency at the amount described including the monthly subscription rate, Users and Server fee(s).

6.2   Disputed Amounts. Licensor need not provide any adjustments or credits to Customer for disputed amounts billed by Licensor unless Customer provides written notice of the disputed amounts to Licensor within sixty (60) days after the (i) closing date on the first billing statement in which the error or problem appeared, or (ii) invoice date on the first invoice in which the error or problem appeared. Customer must direct any notices required under this Section 6.2 (and any related inquiries) to Licensor's Customer support department. Per 3.9; Dispute Resolution Procedure. If you believe there has been an error with your SquareCoil subscription billing payments, you agree to notify SquareCoil Support Team via email or phone immediately and we will work in good faith to resolve the issue. By agreeing to this SquareCoil Application Service Provider Agreement you waive your right to initiate a Bank chargeback process without first contacting the SquareCoil Support team and allowing us up to 30 days to resolve the outstanding issue.

6.3   Interest and Taxes. Unpaid fees are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection (including reasonable attorneys' fees). Customer shall be responsible for all taxes associated with the Services other than taxes based on Licensor's net income.

6.4   Disclosure of Billing Descriptor. Charges to your subscription will appear on your payment statement as "SquareCoil" to prevent confusion.

7.   **TERM AND TERMINATION**

7.1   Term.   The term of this Agreement shall commence on the Effective Date and shall continue thereafter for a period of one (1) month ("Initial Term"), unless terminated earlier in accordance with Section 7.2. Upon expiration of the Initial Term, this Agreement shall automatically renew for additional successive monthly terms unless and until either party provides written notice of nonrenewal prior to the end of the then-current term (each a Renewal Term and together with the Initial Term, the Term).

7.2   Termination. This Agreement may be terminated as follows:

(i)   Customer may terminate this Agreement at any time by notifying Licensor in writing and paying all fees for the Services for the remainder of the then-current Term.

(ii)   Either party may terminate this Agreement immediately by written notice if the other party materially breaches this Agreement and fails to cure its breach after receipt of written notice within fifteen (15) days.

(iii)   Either party may terminate this Agreement immediately by written notice if the other party (a) becomes insolvent, (b) makes an assignment for the benefit of creditors, (c) files or has filed against it a petition in bankruptcy or seeking reorganization, (d) has a receiver appointed, or (e) institutes a proceeding for liquidation or winding up. In the case of involuntary proceedings, a party will only be in breach if the applicable petition or proceeding has not been dismissed within ninety (90) days.

7.3   Effect of Termination. Within seven (7) days of expiration or earlier termination of this Agreement, Customer shall pay to Licensor all fees for the Services up to and including the date of termination.

7.4   Survival. The provisions of Sections 2.3, 2.5, 2.6, 3.2, 3.3, 3.4, 3.8, 3.9, 4.1, 5.1, 5.2 and 6 through 12 will survive the expiration or earlier termination of this Agreement.

Customer's obligations under Section 5 with respect to the Software and Services shall survive the expiration or earlier termination of this Agreement for a period of 2 years.

8.   **PROPRIETARY RIGHTS**

8.1   Licensor's Proprietary Rights.Exclusive of Customer Information, and confidential information, Licensor (or its third-party Licensors, if applicable) will retain all rights, title, and interest in and to the Software, Services and the Licensor Information and all legally protectable elements or derivative works thereof. Licensor may place copyright and/or proprietary notices, including hypertext links, within the Services. Customer may not alter or remove these notices without Licensor's written permission. Customer may not have the right to, and agrees not to, attempt to restrain Licensor from using any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another Licensor Customer.

8.2   Customer's Proprietary Rights. The Customer will retain all rights, title and interest in and to the legally protectable elements of Customer Information, confidential information and derivative works thereof.

9.   **INDEMNITY**

Customer will indemnify, defend, and hold Licensor harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action or proceeding brought by any third party against Licensor arising out of or relating to Customer's breach of its representations or warranties hereunder or its use of the Software and Services, with the exception that Customer will not have an indemnification obligation to Licensor with respect to third party claims alleging that the use of the Software provided by Licensor infringes any copyright, patent or trade secret.

10.   **WARRANTY AND DISCLAIMER**

10.1   Limited Warranty for Services.   Licensor shall use reasonable commercial efforts consistent with prevailing industry standards to maintain the security of the Services and minimize errors and interruptions in the Services, provided that:

(i)   Customer uses the Service and the Software strictly in accordance with the Documentation.

(ii)   The Customer makes no changes (nor permits any changes to be made other than by or with the express approval of Licensor) to the Software or Service.

In addition, Customer acknowledges that the Services may be temporarily unavailable for scheduled maintenance, for unscheduled emergency maintenance, or because of other causes beyond Licensor's reasonable control. Licensor will not be liable to Customer as a result of these temporary service interruptions.

10.2   Limited Warranty for Consulting Services. Licensor warrants to Customer that any Consulting Services will be performed in a manner consistent with generally accepted industry practices. In order to receive this warranty, Customer must report any deficiencies in the Consulting Services to Licensor in writing within ninety (90) days of completion of the services identified in a particular Statement of Work.

10.3   disclaimer of warranties for service and software. Neither Licensor nor its suppliers or service providers warrant that the services will be uninterrupted or error free, nor do they make any warranty about the results that may be obtained by using the software or services.   Except as expressly and unambiguously provided in sections 10.1 and 10.2, the software, service and consulting services are provided "as is" and Licensor, its suppliers and service providers disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, informational content, system integration, enjoyment and non-infringement.

11.   **LIMITATION OF LIABILITY**

11.1   Exclusion of damages and limits on liability. Notwithstanding anything to the contrary in this agreement or otherwise, Licensor, its officers, employees, affiliates, representatives, contractors, suppliers, Licensors and service providers will not be responsible under any contract or theory of recovery (including negligence, strict liability or otherwise) for any: (a) errors or interruptions of use, losses, inaccuracy or corruption of data, or cost of procurement of substitute goods, services or technology, business interruptions or lost opportunities; (b) indirect, exemplary, incidental, special or consequential damages; (c) losses caused by events beyond Licensor's reasonable control (including, without limitation, the disclosure of confidential or other Customer information or data); and (d) amounts that, in the aggregate, exceed the fees paid by Customer to Licensor for the services under this agreement in the twelve (12) months prior to the first alleged act or omission that gave rise to the liability.

11.2   Exclusive remedy. The Customer's exclusive remedy for breach of the warranty set forth in section 10.2 will be to have Licensor make a second attempt to perform the consulting services. If Licensor fails to do so as warranted after notice and a reasonable opportunity to perform, Customer will be entitled to recover the fees paid to Licensor for the deficient consulting services. The foregoing states Licensor's entire liability for any breach of the warranty set forth in section 10.2.

12.   **MISCELLANEOUS**

12.1   Audit Rights.   Customer shall (i) promptly provide written notice to Licensor if the number of users exceeds the maximum number permitted under this Agreement ("Maximum Users"), and (ii) simultaneously pay Licensor for any additional users. During normal business hours or at any time the Software or Service is being used, Licensor or its authorized

representatives may, upon reasonable advance notice, audit and inspect Customer's use of the Software and Service and/or Customer's compliance with this Agreement.

12.2   Assignment. This Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns, provided that neither this Agreement nor any license hereunder may be assigned by Customer (whether by operation of law or otherwise) without Licensor's prior written consent. Notwithstanding the foregoing, Licensor may assign all or any part of its rights and obligations under this Agreement to (a) any entity resulting from any merger, consolidation or other reorganization of Licensor, (b) any operating entity controlling Licensor, or owned or controlled, directly or indirectly, by Licensor, (c) any affiliate of Licensor, or (d) any purchaser of all or substantially all of the Licensor's assets.

12.3   Force Majeure.   Neither party may be held liable for any damages or penalty for delay in the performance of its obligations hereunder (other than Customer's obligation to make payments under this Agreement) when the delay is due in whole or in part to any cause beyond its reasonable control of such party or its contractors, agents or suppliers, including, but not limited to, strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power or telecommunications, loss of internet or telephone connectivity, heat, light, air conditioning of either Party's equipment, loss and destruction of property or any other circumstances or causes beyond such Party's reasonable control.

12.4   Severability. A determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of any other part of this Agreement. Similarly, a determination that any provision is invalid or unenforceable in one application will not affect the validity or enforceability of the same provision in other contexts. To the extent possible, this Agreement shall be construed to give meaning to every provision.

12.5   Waiver and Modification. A party's waiver of any breach or its failure to enforce any term of this Agreement may not be deemed a waiver of any other breach or of its right to enforce the same term or others in the future. Any waiver, amendment, supplementation or other modification or supplementation of any provision of this Agreement will be effective only if in writing and signed by both parties.

12.6   Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws of the United States and the State of California, without regard to or application of California's conflicts of law rules. Any and all disputes arising out of or relating to this Agreement, including litigation to enforce this Agreement, shall take place exclusively in the appropriate State or Federal court in San Diego, California. Both parties consent to the jurisdiction of such courts and waive any objection based on improper venue or forum non-conventions.

12.7   Notices. All notices required or permitted under this Agreement must be in writing, must reference this Agreement and will be deemed given: (i) when sent by facsimile with a confirmation page generated by the sending device; (ii) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) working day after deposit with a commercial overnight carrier, with written verification of receipt. To be effective, a confirmation copy of a notice must be sent contemporaneously via U.S. mail. All communications must be sent to the contact information set forth below or to such other

contact information as may be designated by a party by giving written notice to the other party pursuant to this Section 12.8:

COMMUNICATION TO LICENSOR:

License Agreement

SquareCoil

3663 Via Mercado

La Mesa, CA 91941

Phone:	844-289-2645

Email: support@squarecoil.com

12.8	Relationship of Parties. This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of legal association between the parties and each party is an independent contractor.

12.9	Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its costs and attorney's fees.

12.10	Construction. This Agreement shall be deemed the joint work product of the parties and may not be construed against either party as drafter. Captions are for convenience only and may not be construed to define, limit or affect the construction or interpretation of this Agreement.

12.11	Entire Agreement. This Agreement, including Exhibits and any order form or Statement of Work, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes and replaces all prior or contemporaneous written or oral statements, understandings or agreements. Except where otherwise set forth in the main body of this Agreement, in the event of a conflict between an Exhibit or Statement of Work and the main body of this Agreement, the terms of the main body of this Agreement will prevail.

12.12. Information collected by SquareCoil is not shared to third parties. Your information is kept confidential at all times.

12.13	Modification of Terms. We reserve the right to modify these Terms of Use at any time, at our sole discretion. Any changes will be effective immediately upon posting the revised version to our website. By continuing to use our services after any such changes, you agree to be bound by the updated Terms. It is your responsibility to review these Terms periodically to stay informed of any modifications.

12.14	No Other Modifications. Except as provided herein, the terms and conditions of the Agreement shall remain the same, and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the Amendment Effective Date indicated above.

Signature: