MIXAR SDK License Agreement

YOU MUST READ AND AGREE TO THIS AGREEMENT BEFORE DOWNLOADING THE MIXAR SDK

MIXAR LTD ("MIXAR", "we" or "us") will grant you ("you", "your" or "user") the right to use the MIXAR SDK, as defined herein, only in connection with the Apps, as defined herein, for the uses specifically allowed for herein, and conditioned specifically on your agreement to all of the terms and conditions of this License Agreement ("Agreement"). All references to this Agreement include the then current Terms of Use and Privacy Policy found on MIXAR's website, hosted at www.mixar.biz; please review the Terms of Use and Privacy Policy.

By clicking to acknowledge this Agreement, or downloading, accessing, or otherwise using the MIXAR SDK, you agree to be bound by this Agreement.

Please carefully review the restrictions on use of the MIXAR SDK, as the license granted herein is limited, and specifically excludes certain uses. Please also carefully review the third party requirements, as you will be agreeing to certain third party restrictions, and terms of use, as set forth herein.

MIXAR SDK Restrictions on Use (the "Restrictions"):

Territory for Use: Worldwide, subject to the commercialization requirements below.

Commercialization Territory:

You may only offer for sale, for distribution, for download (whether for free or not), to third parties, or through an application store in any way, any App that includes the MIXAR SDK or other application or other use of the MIXAR SDK, in the United States and Canada. You may not commercialize, distribute, provide to third parties, publish, or use for any way other than your personal use, the MIXAR SDK outside of the United States and Canada.

App Uses: Your use of the MIXAR SDK in any way is limited to use in connection with Apps that are to be used with the MIXAR Hardware Device.

Restrictions on Use:

You may not use the MIXAR SDK in connection with or to develop any applications, software, or other uses, other than Apps created for, offered for, and made available for, the MIXAR Hardware Device exclusively. You may use the MIXAR SDK only with the consent of MIXAR LTD. You may not transfer MIXAR SDK to third parties. You may not use the MIXAR SDK in connection with or to develop any applications, software, or other uses, other than Apps created for, offered for, and made available for, the MIXAR Hardware Device exclusively. You may not use the MIXAR SDK to develop any products, code, development kits, or anything else that may compete with MIXAR or its licensors, now or in the future, or be competitive with MIXAR in the future. You may not use the MIXAR SDK, and the license granted herein specifically excludes the right to use the MIXAR SDK in any way other than for Apps that will be exclusively for the MIXAR Hardware Device. Once an App is created using the MIXAR SDK, that App may not be used for any other application, or to support any other hardware.

Compliance with this Agreement is a condition of your use of the MIXAR SDK. If you do not agree to be bound by this Agreement, do not download or use the MIXAR SDK. In the event of a conflict between this Agreement and the Terms of Use set forth on the website, this Agreement will govern.

This Agreement provides that all disputes between you and MIXAR will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION) to assert or defend your rights under this Agreement (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section below titled

Dispute Resolution; Arbitration Agreement for the details regarding your agreement to arbitrate any disputes with MIXAR.

By downloading and/or using the MIXAR SDK, you represent and warrant to MIXAR that: (1) your use of the MIXAR SDK will be conducted in compliance with every applicable law; (2) you have read this Agreement, you understand this Agreement, and you agree to be bound by this Agreement; and (3) you will only use the MIXAR SDK as allowed for herein and will not use the MIXAR SDK other than I connection with the Apps within the authorized territory.

If you do not agree to the terms and conditions of this Agreement, do not download, access, or otherwise use the MIXAR SDK. PLEASE CAREFULLY REVIEW THIS AGREEMENT. 1. Definitions. As used herein, the following terms will have the meaning set forth herein:

(a) "MIXAR SDK" shall mean the then current software development kit offered by MIXAR, and any, including but not limited to, interface definitions, documentation, and code regarding programming interfaces to one or more MIXAR Products.

(b) "MIXAR Hardware Device" is a device or devices, as well as a related website and/or mobile application(s) for augmented reality use, produced and distributed by MIXAR and designed to be connected to mobile phones. For clarity, the MIXAR Hardware Device includes any related or companion applications.

(c) "End User" shall mean any individual or legal entity that uses

an App. (d) "App" shall mean any software for an End User, specifically created for and exclusively made available via the MIXAR Hardware Device, developed using the MIXAR SDK. (e) "Effective Date" shall mean the first date you use or download the MIXAR SDK. (f) "Platform" means the platform or platforms on which you make the App available, including but not limited to the iTunes Store, Google store, or the like. 2. Limited License. Subject to this Agreement, MIXAR grants you the limited, nonexclusive, nontransferable, non-assignable, nonsublicensable, revocable right and license to use the MIXAR SDK in connection with the development and commercialization of one or more Apps, provided you may make no use of the MIXAR SDK with the Restrictions, and your use is subject to all third party terms and conditions set forth in Section 3. Except for the licenses expressly granted under this license MIXAR and its suppliers retain all right, title and interest in and to the MIXAR SDK, incorporated software, and all intellectual property rights therein. You are not authorized to alter, modify, copy, edit, format, create derivative works of or otherwise use any materials, content or technology provided under this license except as explicitly provided in this license or in advance in writing by MIXAR. 3. Third Party Licenses. The MIXAR SDK includes third party software and content. In order to download and/or use the MIXAR SDK, you must review the applicable third party terms of service, EULAs, and additional agreements, and agree to comply with all such terms. By downloading and/or using the MIXAR SDK, you agree that you will comply with each of the below third party terms and agreements. If you do not agree to the third party terms and agreements, do not use the MIXAR SDK. Third Party: ARCore: Apache License https://github.com/google-ar/arcore-unity-sdk/blob/ master/LICENSE ARKit: MIT License https://bitbucket.org/FedorovIgor228/unity-arkit-plugin/ src/default/LICENSE CardBoard: Apache License https://github.com/googlevr/gvr-unity-sdk/blob/ master/LICENSE 4. Attributions. The MIXAR SDK includes the following software: The

4. Attributions. The MIXAR SDK includes the following software: The MIXAR SDK includes software under license from The Apache Software Foundation.

5. Compliance with Platform Terms and Conditions. All uses of the MIXAR SDK must comply with, in all instances, the then applicable rules, requirements and terms of each applicable Platform.

6. Limitation of License. Any access to the MIXAR SDK by automated inquiry devices, robots, or

repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality is expressly prohibited. Except as expressly granted herein, no other license under any proprietary or intellectual property right, including but not limited to patent, copyright, trade secret, trademark or otherwise is granted to or conferred to you by this Agreement. All other rights other than those specifically granted herein are reserved by MIXAR.

7. Term and Termination.

(a) This Agreement shall commence on the Effective Date and continue until terminated as set forth herein.

(b) Either party shall have the right to terminate this Agreement upon written notice to the other party, the effect of which shall be immediately upon mailing of such notice.

(c) In the event that this Agreement is terminated, you will cease all use of the MIXAR SDK, and will cease to make use of any App that includes the MIXAR SDK. At termination of this Agreement for any reason whatsoever all licenses granted hereunder shall immediately terminate.

(d) If you are dissatisfied with any aspect of the MIXAR SDK, your sole and exclusive remedy is to cease using it.

8. Changes. We may at any time, change, update, modify, cease to offer or terminate any element of the MIXAR SDK or this Agreement. If MIXAR changes this Agreement, then we will give you notice before the change is in force. If you do not agree to these changes, then you must cancel and stop using the MIXAR SDK before the changes are in force. If you do not stop using the MIXAR SDK, then your use of the MIXAR SDK will continue under the changed agreement.

9. Intellectual Property. You acknowledge and agrees that the MIXAR SDK contains proprietary and confidential information that is protected by applicable copyright, trademark and other intellectual property laws, including without limitation, the software programming and html and other code contained in the MIXAR SDK and other content available through the MIXAR SDK. Nothing in this Agreement should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed in the MIXAR SDK, without the written permission of the trademark owner. MIXAR and its licensors reserve the right to enforce its and their intellectual property rights to the fullest extent of the law. You may not and will not permit others to contest, object to, or otherwise challenge our proprietary interest in and ownership of the MIXAR SDK and the MIXAR Proprietary Information.

You and we acknowledge that, in the event of any third party claim that your possession and use of the MIXAR SDK infringes that third party's intellectual property rights, MIXAR, not the Platform, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

As between you and MIXAR, the MIXAR SDK, the MIXAR Hardware Device and all elements thereof, and any other documentation, materials,

information, and ideas received or provided in connection with the MIXAR SDK, and all improvements, additions, derivatives and other modifications thereto, and any information pertaining to the foregoing, are the exclusive property of MIXAR and/or its licensors, and shall be considered and treated by you as the proprietary information of MIXAR ("MIXAR Proprietary Information"). You acknowledge and agree that MIXAR is the owner of the MIXAR Proprietary Information and you agree that you have no right, title, or interest in any of the MIXAR Proprietary Information except the right to use the MIXAR SDK under and in compliance with the license granted here. You agree not to, directly or indirectly, disclose, sell or otherwise transfer or exploit the MIXAR Proprietary Information, or any portion thereof, to any other person or entity or allow any other person or entity to use the MIXAR Proprietary Information, or any portion thereof, without the prior written consent of MIXAR, which may be withheld in MIXAR's sole discretion, except in connection with an App that complies in all respects with this Agreement and the Restrictions. You further agree not to challenge or assist with or participate in any challenge, directly or indirectly, of our ownership of the MIXAR Proprietary Information or any right, title or interest therein or any portion thereof. You acknowledge and agree that MIXAR is the owner of or has rights to the MIXAR trademark and such other names, marks, and logos and other intellectual property MIXAR used, uses or may in the future use in or related to its business, products or services, including, without limitation, all improvements, additions, derivatives and other modifications thereof ("MIXAR Marks"). You agree that you have no right, title, or interest in any of the MIXAR Marks. You further agree not to challenge or assist with or participate in any challenge, directly or indirectly, of

MIXAR's ownership of or right to the MIXAR Marks and the Proprietary Information or any right, title or interest therein or any portion thereof.

You further agree not to modify, adapt, translate, prepare derivative works from, transmit, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any portion of the MIXAR SDK. Without limiting the generality of the foregoing, in those jurisdictions where law grants you rights to translate, decompile, reverse engineer, or disassemble the MIXAR SDK, that you can't waive, and to the extent required by law, you may exercise such rights to translate, decompile, reverse engineer, or disassemble to the extent necessary to achieve interoperability of the MIXAR SDK with an independently created program, but solely in the event that the information necessary to achieve interoperability of the MIXAR SDK with an independently created program has not been made available to you by MIXAR within a reasonable time upon your written request. Such decompilation shall be restricted to the parts of the MIXAR SDK that is necessary to achieve interoperability. In the event you have, as a matter of law, any rights to any derivatives of the MIXAR SDK, you assign and agree to assign to MIXAR all such right, title and interest, and you will execute any documents necessary to effect such transfer.

## 10. Customer Service.

MIXAR is not, and you acknowledge that no Platform is, obligated to provide any support or maintenance services to you related to the MIXAR SDK. Any complaints related to the MIXAR SDK can be addressed to support@mixar.biz.

11. Export. You agree to comply with all United States and all other applicable laws, rules, and regulations relating to the export, re-export, or transshipment of the MIXAR SDK.

12. Monetary Damages Insufficient. You acknowledge that termination and/or monetary damages may not be a sufficient remedy if you breach this Agreement and MIXAR will be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in the event of a breach

## 13. Limitation of Liability.

IF YOU ARE AN INDIVIDUAL ACTING AS A CONSUMER, YOU MAY HAVE CERTAIN STATUTORY RIGHTS WHICH MAY NOT BE WAIVED, AND SUCH STATUTORY RIGHTS ARE NOT AFFECTED BY THE FOLLOWING. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE USE OF THE MIXAR SDK IS ENTIRELY AT YOU OWN RISK. THE MIXAR SDK IS PROVIDED FREE OF CHARGE,

ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, ACCESSIBILITY AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED BY MIXAR TO THE FULLEST EXTENT PERMITTED BY LAW. MIXAR MAKES NO WARRANTY WITH RESPECT TO THE SECURITY, TIMELINESS, CONTENT OR PERFORMANCE OF THE MIXAR SDK. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES USER SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE.

IF YOU ARE AN INDIVIDUAL ACTING AS A CONSUMER, YOU MAY HAVE CERTAIN STATUTORY RIGHTS WHICH MAY NOT BE WAIVED, AND SUCH STATUTORY RIGHTS ARE NOT AFFECTED BY THE FOLLOWING. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE TOTAL LIABILITY OF MIXAR AND ITS LICENSORS UNDER THIS AGREEMENT FOR DAMAGES WILL NOT EXCEED \$100 IN THE AGGREGATE AND NEITHER MIXAR NOR THE PLATFORM SHALL BE LIABLE TO YOU OR ANY THIRD PARTY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF DATA OR DATA USE, LOST SAVINGS, OR COSTS OF PROCURING SUBSTITUTE GOODS ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, USE OF THE MIXAR SDK OR OTHERWISE, EVEN IF MIXAR OR THE PLATFORM HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE ABOVE LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY LAW IN THE EVENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MIXAR OR IN THE EVENT OF PERSONAL INJURY OR DEATH OR IN RESPECT OF ANY OTHER LIABILITY THAT MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

14. Choice of Law.

To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of Russian Federation "Civil Code of the Russian Federation (Part Four)" of December 18, 2006 N 230– $\Phi$ 3 (as amended on November 14, 2017) Article 1286. License agreement on the rights of law.

15. Dispute Resolution; Arbitration Agreement.

In the interest of resolving disputes between you and MIXAR in the most expedient and cost-effective manner, you and MIXAR agree that ALL disputes arising out of or related to this Agreement and/or your use the MIXAR SDK, whether based in tort, statute, fraud, contract, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these terms, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, the parties agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. This arbitration provision shall survive termination of this Agreement and any other contractual relationship between you and MIXAR. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND MIXAR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. No Class Actions.

YOU AND MIXAR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and MIXAR agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of this Agreement shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts in Los Angeles, California.

The arbitrator's authority is governed by this arbitration agreement. You and MIXAR agree that the arbitrator may award the same relief that a court of competent jurisdiction could award – consistent with and limited by this Agreement (including the paragraph labeled "Limitation of Liability"), but the arbitrator may not award declaratory or injunctive relief that extends beyond you and your dealings with MIXAR.

You and MIXAR expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that if for any reason the arbitration agreement contained herein is not enforced or is found inapplicable, our claims against each other will be resolved by a judge rather than a jury.

16. Indemnification. When you download, access, or use the MIXAR SDK, you are agreeing to indemnify MIXAR and the Platform and their respective owners, shareholders, subsidiaries, affiliates, officers, employees, partners, and licensors and hold them harmless from any and all claims and expenses, including attorney's fees, arising from the use of the MIXAR SDK. By using the MIXAR SDK you are agreeing to release MIXAR and the Platform and their respective owners, shareholders, subsidiaries, affiliates, officers, employees, partners, and licensors from any and all claims, fees, costs, damages and obligations of any kind whatsoever that you may have against them arising out of or in any way related to your use of the MIXAR SDK. YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT SUCH RELEASES. FOR EXAMPLE, YOU SPECIFICALLY AGREE TO WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH

PROVIDES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IS KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

17. Apple Platform. The following terms apply only to you when you use an Apple Platform. In the event of any conflict between this paragraph and the rest of the Agreement, this paragraph will control only if you use an Apple Platform:

(a) You must comply with all applicable third party terms of agreement when using the MIXAR SDK. For example, your use of the MIXAR SDK must not violate the terms of your wireless data services agreement for the applicable Device.

(b) The Platform is a third party beneficiary of this Agreement and may enforce this Agreement against you as a third party beneficiary. Subject to the rights of the to enforce this Agreement as a third party beneficiary, a person who is not a party to this Agreement has no right under any applicable law to enforce any term of this Agreement. Notwithstanding that any term of this Agreement may be or become

enforceable by the Platform or any other third party, the terms of

this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing signed by or on behalf of MIXAR or this Agreement may be rescinded (in each case), without the consent of the Platform or such other third party. (c) YOU HEREBY REPRESENT AND WARRANT THAT (I) YOU ARE NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO A U.S. GOVERNMENT EMBARGO, OR THAT HAS BEEN DESIGNATED BY THE U.S. GOVERNMENT AS A "TERRORIST SUPPORTING" COUNTRY; AND (II) YOU ARE NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES. (d) YOU ACKNOWLEDGE THE PLATFORM HAS NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE MIXAR SDK. (e) YOU ACKNOWLEDGE THAT TO THE EXTENT PERMITTED BY LAW, THE PLATFORM WILL NOT BE LIABLE TO YOU FOR ANY CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE OF THE MIXAR SDK. (f) AS BETWEEN MIXAR AND THE PLATFORM, BUT SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THIS AGREEMENT, THE PLATFORM WILL NOT BE RESPONSIBLE TO YOU FOR ANY CLAIM RELATING TO THE MIXAR SDK OR YOUR POSSESSION AND/OR USE OF THE MIXAR SDK, INCLUDING BUT NOT LIMITED TO, (I) PRODUCT LIABILITY CLAIMS; (II) ANY CLAIM THAT THE MIXAR SDK FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; AND (III) CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION.

18. Taxes. You are solely to be responsible for any and all taxes, duties, tariffs, or other such assessments of any value relating to this Agreement.

19. Severability. If, for any reason, a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

20. No Waiver. Any waiver of any provision of this Agreement will be effective only if in writing and signed by or on behalf of MIXAR.

21. Entire Understanding. This Agreement constitutes the entire and only agreement between you and us in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understandings or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of you and MIXAR acknowledge that they are not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of this Agreement, save those expressly set out in this Agreement, and that they shall have no rights or remedies with respect to such subject matter otherwise than under this Agreement save to the extent that they arise out of the fraud or fraudulent misrepresentation of another party. No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of MIXAR. 22. No Assignment. You may not sublicense, assign or transfer this Agreement or the MIXAR SDK. Any attempt to otherwise sublicense, assign or transfer any of the rights, duties or obligations hereunder is null and void.

23. Survival. You and MIXAR agree that where the context of any provision indicates an intent that it will survive the term of this Agreement, then it will survive, including but not limited to the Restrictions, Section 3, 5, 6, 7, 9, and 11–24.

24. Questions. If you have any questions about this Agreement, please email us support@mixar.biz.