

PLEASE READ THIS DEALER PARTNER PROGRAM AGREEMENT CAREFULLY

This Dealer Partner Agreement (“Agreement”) is between Captis Intelligence, Inc., a Nevada Corporation (“Captis”) and you the Dealer (“Dealer”). This is a legal document and agreement which states the terms and conditions on which Captis and Dealer shall manage their relationship.

This document applies to Dealer participation in the Captis Dealer Partner Program (the “Program”) at the current or any future Program or Dealer Levels that may be introduced. Dealers can only participate at a single level at any time during the term of participation in the Program. By Participating in the Program, you are agreeing to the terms of this Agreement.

Captis may periodically update the terms and may choose to replace terms in their entirety, if for example, the Program, ends, or becomes part of another Dealer or partner program. If Captis updates or replaces the terms, Captis will notify Dealer in the Captis Portal or via email. If Dealer does not agree with the update or replacement, Dealer may choose to terminate as described below.

## 1. Definitions

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Agreement**” means this Agreement and all materials referred to herein.

“**Captis Content**” means all information, data, text, messages, software, video, photographs, graphics, images, and tags that Captis incorporates into Captis Products and services.

“**Customer Terms of Service**” means those terms and conditions located at <http://www.captisintelligence.com> as modified from time to time.

“**Dealer Price Model**” means the cost of Captis Products to be purchased by Dealer for resale to End Users directly or through Captis on behalf of the Dealer.

“**End User**” means the authorized actual user of the Captis Products or the party on whose behalf the Dealer uses the Captis Products.

“**End User Data**” means all information that End User, or the Dealer acting on End User’s behalf, submits or collects via the Captis Products and all materials that End User, or the Dealer acting on End User’s behalf, provides or posts, uploads, inputs or submits for private and/or public display through the Captis Products.

“**Image Request Limit**” means the aggregate number of unique requests per licensed camera on a daily, monthly and/or annual basis.

“**List Price**” means the standard pricing for the Subscription Service as listed in Exhibit B of this Agreement. Captis reserve the right to change such pricing at any time. However, Captis will not apply any price change to Dealer who purchase Subscription Service within thirty (30) days after such price change.

“**Net Transaction Fees**” means those fees directly collected by Captis less any discounts, banking, transmission or related charges by 3rd parties for the processing and collection of those fees. If Captis is required to collect a sales or use tax in any given jurisdiction, Net Transaction Fees shall be net of any such tax.

“**Program Policies**” means those policies which are applicable to Dealer which may be published from time to time.

“**Subscription Service**” means Captis web-based subject identification, subject alert, and related software that is subscribed to, and developed, operated, and maintained by Captis, accessible via [www.captisintelligence.com](http://www.captisintelligence.com) or another designated URL, and any add-on products that are included with such software For avoidance of doubt, add-on products or additional license features will not be considered Subscription Services under this Agreement.

“**User Permissions**” means the authorization given to users within a Captis portal that enables them to access specific resources, such as data and applications.

“**Captis**” means Captis Intelligence, Inc.

“**The Dealer**” and “**Dealer**” means the party, other than Captis, entering into this Agreement.

## 2. Non-Exclusivity

This Agreement does not create an exclusive agreement between the Dealer and Captis. Both the Dealer and Captis will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

## 3. Dealer Program

a. **Dealer and Provider Rights and Obligations.** Captis grants the Dealer, subject to the limitations set forth below, a non-transferable, non-exclusive right to: (i) demonstrate and promote the Captis Products to the Dealer’s prospects and customers, and (ii) to provide End Users access to use the Captis Products in accordance with this Agreement and the Customer Terms of Service, provided that End Users agreed to the Customer Terms of Service. At our discretion, Captis will provide limited sales support to the Dealer, such as occasional participation on a call with the Dealer and a prospect.

b. **Compliance with Program Policies.** The Dealer will comply with the terms and conditions of this Agreement at all times including any Program Policies applicable to the Dealer which are incorporated herein by reference. Dealers must meet the Active Engagement (defined in section 3.f., below) requirement for the term of this Agreement. Failure to comply with this Agreement may result in termination of this Agreement in accordance with the “Termination” section of this Agreement or in accordance with any other termination right Captis may have.

c. **Application Programming Interfaces.** If the Dealer uses the Captis Application Programming Interfaces (APIs), developer tools, or associated software, the Dealer will comply with the Captis API SDK Terms which are incorporated herein by reference.

d. **Customer Terms of Service.** Captis requires each Dealer and End User to agree to the **Customer Terms of Service** when using the Captis portal. The Dealer will take all reasonable steps to ensure that Dealers and End Users do not use the Captis Products in violation of the Customer Terms of Service. If the Dealer discovers or has reason to believe that any Dealer or End User is making use of the Captis Products in violation of the Customer Terms of Service, then the Dealer will immediately notify Captis in writing.

e. **Authorized Products.** Those Captis Products and services Dealer Partner is authorized to sell and service (“Authorized Products”) are outlined in Exhibit A.

f. **Active Engagement, Sales and Marketing Efforts.** An “Active Engagement” means that Dealer will include Captis Products and Services in current and future sales and marketing activities and ensure sufficient engagement in each program Dealer utilizes including but not limited to (i) updating all web properties to include product pages, literature, redirects to purchase, introductions to and any other means of driving web activity, (ii) social media mentions, advertising and tagging, (iii) industry publication advertising, white papers, general advertising, (iv) internal and external literature, presentations, webinars, sales meetings, channel promotions and training programs, (v) trade shows, webinars, virtual shows and any other form of lead and sales generating activities.

g. **Commitment Level.** Dealer is asked to commit to a level of an annual revenue reselling the Captis Products and Subscription Service(s), based on the sum of the Net Transaction Fees plus Dealer Invoice Direct net fees. Dealer obtaining their stated commitment level and other business considerations by Captis allows Dealer to be offered the discounts and commissions offered in Exhibit A. Dealers Commitment Level is found in Exhibit A.

Dealer is responsible for developing their own leads and managing them through a sales process in a professional and efficient manner and professionally represent the Captis Brand. For those leads provided to Dealer by Captis, Dealer shall make commercially reasonable efforts to maximize these sales opportunities.

#### 4. Pricing, Billing and Payment Terms.

a. **Pricing. Suggested** List price can be found in Exhibit B to this Agreement. Dealers are eligible for a commission and/or a discount as outlined in Exhibit A to this agreement.

b. **Purchase Order.** Dealer is required to issue non-cancelable Purchase Orders for all Dealer Invoice Direct sales to Captis for the purchase of services in writing by e-mail to salesPO@captisintel.com. All orders will be reviewed for accuracy prior to acceptance by Captis. Any Purchase Order terms and conditions, which are in addition to, different, or inconsistent with the terms and conditions herein, may be rejected, however, any conflict between terms on a Purchase Order and this Agreement, this Agreement shall prevail. No Purchase Order will be binding on Captis unless accepted and acknowledged by Captis. Captis reserves the right to reject any Purchase Order. Dealer can use the Captis Reseller portal to add new clients and potentially automate the Dealer Invoice Direct process.

c. **Billing and Payment.** The Dealer will be billed for all amounts owed to Captis based on Purchase Orders for Dealer Invoice Direct purchases during the month. Additionally, Captis will make payment to Dealer a Referral Commission calculated at the applicable commission rate found in Exhibit A for all activations during the month. Captis, at its own discretion may net the Dealer Invoice Direct purchases with the Referral Commission' or transact both separately. Additionally, Captis may invoice for each Purchase Order received immediately rather than waiting until month-end.

c. **Pro-rata.** No pro-rata refunds or credits are allowed. If a camera is registered on the system for any part of a month then it will be included in the monthly bill as if it was added on the first day of the month. No fractional or pro-ration is done when adding a camera to the Captis Product.

d. **Image Request Limit.** The Image Request Limit ("IRL") is the total number of Image requests that are included with any Subscription to the Captis Products on a monthly basis. Should a camera or End User exceed the IRL, additional Image Request subscriptions will be required, and Dealer or customer should contact Captis to purchase additional subscriptions.

e. **Dealer & End-User Invoicing.** The Dealer assumes responsibility for invoicing and collection from the End User for all orders processed as a Dealer Invoice Direct under this Agreement. Regardless of collection status, Dealer is still responsible for prompt payment to Captis. For those End Users registered via Referral Commission, Captis shall charge the End User via credit card or ACH via the captis platform and email an invoice directly to the End User.

#### f. **Payment Terms.**

(i) Payments Terms for all Dealer Invoice Direct Purchase Order invoicing under this Agreement will be due thirty (30) days from the Invoice Date. Payments are to be made via ACH.

Captis may provide the ability to pay for these invoices via its portal utilizing ACH (in some instances prior to invoice being issued). If available, Dealer may be required via notice that to Activate an End-User Subscription they will need to enter and Pay via ACH on the portal to move forward.

(ii) Amounts due to Dealer for Referral Commissions based on Net Transaction Fees will be evaluated and summarized for payment of the Referral Commission due on Net Transactions Fees within thirty (30) days of month-end. All Dealers must provide necessary Banking Information to facilitate ACH payment by Captis. Exhibit C provides an ACH authorization form.

#### g. **Taxes.**

Dealer responsible for payment of all taxes applicable to any Revenue generated or earned by Dealer under this Agreement. Dealer is responsible for all sales tax on any Sales made by Dealer to an End User.

## 5. Trademarks

The Dealer grants to Captis a nonexclusive, nontransferable, royalty-free right to use and display the Dealer trademarks, service marks and logos (“Dealer Marks”) in connection with this Agreement. Captis retains all ownership rights in Captis Trademarks. During the term of this Agreement, the Dealer may use our trademark as long as the Dealer follows the usage requirements in this section and the incorporated guidelines. The Dealer must: (i) only use the images of our trademarks that Captis make available to the Dealer as part of this Agreement (e.g., certified Dealer badges), without altering them in any way; (ii) only use our trademarks in connection with this Agreement; (iii) comply with this Agreement, and (iv) immediately comply if Captis request that the Dealer discontinue use. The Dealer must not use any of our trademarks: (a) in a misleading or disparaging way; (b) outside the scope of this Agreement; or (c) in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

## 6. Proprietary Rights

a. **Captis’ Proprietary Rights.** No license to any software is granted by this Agreement. The Captis Products are protected by intellectual property laws. The Captis Products belong to and are the property of Captis or our licensors (if any). Captis retains all ownership rights in the Captis Products. The Dealer agrees not to copy, rent, lease, sell, distribute, or create derivative works based on the Captis Content, or the Captis Products in whole or in part, by any means, except as expressly authorized in writing by Captis. Captis, the Captis logos, and other marks that Captis uses from time to time are our trademarks and the Dealer may not use them without our prior written permission, except as otherwise set forth in this Agreement. Captis encourages all customers, dealers and Dealers to comment on the Captis Products, provide suggestions for improving them, and vote on suggestions they like. The Dealer agrees that all such comments and suggestions will be non-confidential and that Captis owns all rights to use and incorporate them into the Captis Products, without payment to the Dealer.

b. **End User’s Proprietary Rights.** As between the Dealer, the Dealer’s dealer and End User, End User retains the right to access and use the End User portal associated with the Captis Products provided the Dealer has made full and timely payment to Captis related to End Users account. End User will own and retain all rights to the End User Data. If Captis deems it to be necessary based on the relationship status between the Dealer and the End User or the particular situation, Captis may communicate directly with the End User.

## 7. Confidentiality

As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), (i) whether orally or in writing, that is designated as confidential, and (ii) Captis customer and prospect information, whether or not otherwise designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation of Captis to the Disclosing Party or (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation of Captis to the Disclosing Party.

The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to its employees, contractors and agents.

The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

## 8. Term and Termination

- a. **Term.** This Agreement will apply for twelve (12) months and will auto-renew for additional twelve (12) month periods each anniversary thereafter, unless terminated as provided for herein.
- b. **Termination Without Cause.** Both the Dealer and Captis may terminate this Agreement on one hundred and twenty (120) days written notice to the other party and paying any undisputed outstanding balances due on all invoices.
- c. **Termination for Agreement Changes.** If Captis updates or replaces the terms of this Agreement, Dealer may terminate this Agreement on five (5) days written notice to Captis, provided that Dealer send Captis written notice within ten (10) days after Captis sends Dealer notice of the change.
- d. **Termination for Cause.** Captis may terminate this Agreement and/or suspend the Dealer or the End User's access to the Captis Products: (i) upon thirty (30) days' notice to the Dealer of a material breach if such breach remains uncured at the expiration of such period, (ii) automatically, within thirty (30) of the Dealer failing to meet the Agreement requirements applicable to the Dealer in the Dealer capacity as Dealer; (iii) upon fifteen (15) days notice to the Dealer of non-payment of any amount due to Captis if such amount remains unpaid at the expiration of such period, (iii) immediately, if the Dealer becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iv) immediately, if the End User violates the Customer Terms of Service or applicable local, state, federal, or foreign laws or regulations, (v) immediately, if the Dealer breaches the terms applicable to the Dealer subscription with Captis, including if the Dealer defaults on the Dealer payment obligations to Captis or our Affiliate, or (vi) immediately, if Captis determines that the Dealer is acting, or has acted, in a way that has or may negatively reflect on or affect Captis, our prospects, or our customers.
- e. **Effects of Expiration/Termination.** Expiration or termination of this Agreement for any reason does not terminate the Dealer's Subscription Service or any Subscription Service the Dealer may have purchased on an End User's behalf. The Dealer purchases and uses of the Subscription Services is governed by the **Customer Terms of Service**. Otherwise, expiration of this Agreement, and termination of this Agreement: (i) without cause by us, (ii) by the Dealer with cause, Upon termination or expiration, the Dealer will immediately discontinue all use of our trademark, and will remove all Captis trademarks and references to this Agreement from the Dealer's website(s) and other collateral. Termination or expiration of this Agreement shall not cause the Dealer's or an End User's subscription agreement to be terminated. Dealer is responsible for payment of any outstanding balances upon Termination or Expiration. Captis shall take over any pending renewals as of the date of termination and determine the best method of renewal. Dealer will provide Captis with any End-user and Dealer information necessary for Captis to complete any required renewals.

## 9. Dealer Representations and Warranties

The Dealer represents and warrants that: (i) the Dealer's participation as part of this Agreement will not conflict with any of the Dealer's existing agreements or arrangements; and (ii) the Dealer owns or has sufficient rights to use and to grant to Captis our right to use the Dealer's Marks.

## 10. Indemnification

The Dealer will indemnify, defend and hold Captis harmless, at the Dealer's expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against Captis (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with Captis to the extent that such Action is based upon or arises out of (a) the Dealer participation in the Program, (b) the Dealer's noncompliance with or breach of this Agreement, (b) the Dealer's use of the Captis Demo Account, or (c) our use of the Dealer Marks. Captis will: notify the Dealer in writing within thirty (30) days of our becoming aware of any such claim; give the Dealer sole control of the defense or settlement of such a claim; and provide the Dealer (at the Dealer's expense) with any and all information and assistance reasonably requested by the Dealer to handle the defense or settlement of the claim. The Dealer shall not accept any settlement that (i) imposes an obligation on Captis; (ii) requires Captis to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on Captis without our prior written consent.

## 11. Disclaimers; Limitations of Liability

a. Disclaimer of Warranties. CAPTIS AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE CAPTIS PRODUCTS, CAPTIS CONTENT, OR THE PROGRAM, FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE CAPTIS PRODUCTS, CAPTIS CONTENT, AND THE PROGRAM ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. CAPTIS DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE CAPTIS PRODUCTS, CAPTIS CONTENT, AND THE PROGRAM INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

b. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

c. Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, CAPTIS IS DETERMINED TO HAVE ANY LIABILITY TO THE DEALER OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO \$100 USD IN TOTAL REGARDLESS OF THE EVENT GIVING RISE TO A CLAIM.

## 12. Non-Solicitation

The Dealer agrees not to intentionally solicit for employment any of our employees or contractors during the term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement. Both the Dealer and Captis acknowledge that (i) any public job posting or public solicitation not directed specifically to such person shall not be deemed to be a solicitation for purposes of this provision, and (ii) this provision is not intended to limit the mobility of either our employees or contractors.

## 13. General

a. Amendment; No Waiver. Captis may update and change any part or all of this Agreement, including by replacing it in its entirety. If Captis updates or changes this Agreement, the updated Agreement will be posted its [www.captisintelligence.com](http://www.captisintelligence.com) website (or other designated URL) and Captis will inform Dealer through Captis Portal or by email. The updated Agreement will become effective and binding on the next business day after it is posted. When Captis changes this Agreement, the "Last Modified" date above will be updated to reflect the date of the most recent version. Captis encourages Dealer to review this Agreement periodically.

If Dealer does not agree to the update, change or replacement, Dealer may choose to terminate as describe above.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

b. Applicable Law. This Agreement shall be governed by the laws of the State of Nevada, without regard to the conflict of laws and provisions thereof. In the event either of the parties initiate an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in Reno, Nevada.

c. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

d. **Actions Permitted.** Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

e. **Relationship of the Parties.** Both the Dealer and Captis agree that no joint venture, partnership, employment, or agency relationship exists between the Dealer and Captis as a result of this Agreement.

f. **Compliance with Applicable Laws.** The Dealer shall comply, and shall ensure that any third parties performing sales or referral activities on the Dealer's behalf comply, with all applicable foreign and domestic laws (including without limitation export laws, privacy regulations and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. The Dealer shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to Captis, our customers, or to the public. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Captis Products. The Dealer will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. The Dealer will not directly or indirectly export, re-export, or transfer the Captis Products to prohibited countries or individuals or permit use of the Captis Products by prohibited countries or individuals.

g. **Severability.** If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

h. **Notices.** Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt:

To: Captis Intelligence, Inc.: Captis Intelligence, Inc., 25061 Avenue Stanford, Suite 120, Valencia, CA 92782, U.S.A., Attention: General Counsel

To the Dealer: address as provided during registration or as updated in Dealer account information provide.

Captis may give electronic notices by general notices via email and/or a Dealer portal and may give electronic notices specific to the Dealer by email to the Dealer's e-mail address(es) on record in our account information for the Dealer or through the notifications center in a Dealer portal. Captis may give notice to the Dealer by telephone calls to the telephone numbers on record in our account information for the Dealer.

i. **Entire Agreement.** This Agreement is the entire agreement between the Parties for the Program and supersedes all other proposals and agreements, whether electronic, oral or written, between the Parties. Captis object to and reject any additional or different terms proposed by the Dealer, including those contained in the Dealer's purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Captis Products or dependent on any oral or written public comments made by Captis regarding future functionality or features of the Captis Products. It is the express wish of both the Dealer and Captis that this Agreement and all related documents be drawn up in English. Captis might make versions of this Agreement available in languages other than English. If Captis do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

j. **Assignment.** The Dealer will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. Captis may assign this Agreement to any Affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

k. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

l. **Program Policies.** Captis may change the Dealer Partner Program Policies from time to time. The Dealer participation in the Program is subject to the Dealer Partner Program Policies, which are incorporated herein by reference including any Minimum Advertised Pricing Policy in the United States.

m. **No Licenses.** Captis grant to the Dealer only the rights and licenses expressly stated in this Agreement, and the Dealer receives no other rights or licenses with respect to Captis, the Captis Products, our trademarks, or any other property or right of ours.

n. **Sales by Captis.** This Agreement shall in no way limit our right to sell the Captis Products, directly or indirectly, to any current or prospective customers.

o. **Authority.** Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

p. **Survival.** The following sections shall survive the expiration or termination of this Agreement: 'Pricing, Billing and Payment Terms', 'Proprietary Rights', 'Confidentiality', 'Effects of Termination/Expiration', 'Indemnification', 'Disclaimers; Limitation of Liability', 'Non-Solicitation' and 'General'.