



Services Agreement

Date of Last Revision: February 4, 2021

YOU CAN SEE YOUR PREVIOUS SERVICES AGREEMENT [HERE](#).

THIS AGREEMENT PROVIDES THAT ALMOST ALL DISPUTES BETWEEN YOU AND US ARE SUBJECT TO BINDING ARBITRATION AS WELL AS A WAIVER OF CLASS ACTION RIGHTS AND ANY RIGHT TO A JURY TRIAL AS DETAILED IN THE [ARBITRATION AND CLASS ACTION WAIVER SECTION 12 BELOW](#). BY ENTERING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO SUE IN COURT, HAVE YOUR CLAIMS HEARD BY A JURY, AND TO BE PART OF A CLASS OR COLLECTIVE ACTION, TO RESOLVE THESE DISPUTES, AS EXPLAINED IN MORE DETAIL IN THAT SECTION. YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT BY FOLLOWING THE INSTRUCTIONS IN SECTION 12.9 BELOW.

This Agreement (this "Agreement"), including the BINDING ARBITRATION AND CLASS ACTION WAIVER CONTAINED HEREIN, is entered into by and between Rev.com, Incorporated. ("Company," "we," "us," or "our") and you ("Contractor" or "you" or "your") (each herein also referred to individually as a "Party," or collectively as the "Parties"), and governs your use of Rev.com. By acknowledging this Agreement or performing Services (defined below), you are consenting to the terms and conditions of this Agreement. If you do not agree to all of the terms and conditions of this Agreement, do not register an account with the Company or offer or provide Services. You will also be subject to additional terms applicable to the use of some Company services, including the Terms of Service located at <https://www.rev.com/legal/terms> By accepting this Agreement or performing Services, you acknowledge and agree to such terms which are hereby expressly incorporated by reference into this Agreement.

1. **Services and Deliverables.** You agree that you are an independent contractor seeking to perform speech to text services, including, without limitation, translation, transcription, captioning, and subtitling services, and services related thereto such as quality control, grading, and review ("Services") and deliver translation, transcription, captioning and subtitling

deliverables, and quality control, grading, and review deliverables (“Deliverables”) to other users of Rev.com who are seeking translation, transcription, captioning, and subtitling Deliverables (“Customers”) and to Company with respect to quality control, grading, and reviewing Deliverables. The Services and Deliverables must adhere to the accuracy and quality standards established by Company on behalf of Customers.

2. **Payment.** Rev.com will pay you for the Services and Deliverables completed for Customers that meet accuracy and quality standards on the terms and according to the pay rates quoted on the Rev.com website.
3. **No Violation of Rights or Obligations.** Contractor agrees that it will not violate any agreement with or rights of any third party. Contractor further agrees to take reasonable measures to ensure that employees do not violate any such rights and agreements. Contractor agrees that no employees may use or disclose at any time Contractor’s own or any third party’s confidential information or intellectual property as to the Services or otherwise for or on behalf of Company, except as authorized by Company in writing.
4. **Proprietary Information and Confidentiality.** Contractor agrees that all Services and Deliverables, and all business, technical, and financial information developed, learned, or obtained by or for or on behalf of Contractor while Contractor provides Services that relate to Company, its business, or its demonstrably anticipated business or that are received by or for Company in confidence constitute “Proprietary Information,” including the identity of and information relating to Customers or employees. Proprietary Information also includes all information received by the Company in confidence from its Customers, suppliers, other third parties, including without limitation their written documents, audio and video files and resulting translations, transcriptions, and captions.
 - a. Contractor shall hold in confidence and not disclose, use, or permit to be used any Proprietary Information, except in performing the Services. This provision does not apply to publicly available information.
 - b. Upon termination of this Agreement, Contractor will return all Proprietary Information to the Company in whatever form (including

all Deliverables). Contractor may keep its personal copies of its compensation records and this Agreement.

- c. Performance of the Services will require Contractor to access websites and online platforms operated by Company, such as Company websites, Rev Forum, Rev's marketplace platform, telecommunications, networking, or information processing systems (collectively, the "Site"). Contractor recognizes and agrees that Contractor has no expectation of privacy in its access to or use of the Site, including email messages, voice messages, and other messages submitted to or transmitted through the Site. With Contractor's activity, and any files or messages, on or using the Site may be monitored at any time without notice. For clarity, Company collects information on your use of the Site such as pages visited, links clicked, text entered, and mouse movements, as well as information more commonly collected such as any referring URL, browser, operating system, and Internet Protocol ("IP") address. We use publicly available sources to approximate your geographic region and Internet Service Provider based on your IP address. We collect information about you that may be personally identifiable, such as IP addresses. Also, by signing up for an account you will be required to provide personal information to us, such as giving us your name, physical address, email address, and other information we deem necessary for you to maintain an account in good standing with us. Any information you provide in the Rev Forum, blog or social media areas may be read, collected, and used by others who access them, so you should not submit information you feel uncomfortable sharing with other users in these areas of the Site.
5. **Contractor Warranties.** Contractor hereby represents, warrants and agrees that:
- a. Contractor is over eighteen (18) years of age or the age of majority in its jurisdiction, whichever is greater; (b) of legal age to form a binding contract; (c) not a person barred from providing the Services under the laws of its country of residence or any other applicable jurisdiction; (d) not located in a country that is subject to a U.S. Government embargo

or designated by the U.S. Government as a “terrorist supporting” country; and (e) not listed on any U.S. Government list of prohibited or restricted parties, including the Specially Designated Nationals List;

- b. The information provided by Contractor to Company upon establishing an account, including without limitation Contractor’s name, address, email address and state of domicile, shall be true, correct and complete, and Contractor shall update such information in the event of any change thereto;
 - c. The Services contemplated and expressed in this Agreement and in any work project that may be accepted by Contractor under this Agreement do not, and will not, infringe upon any rights of any third party;
 - d. Contractor has and will maintain all required business registrations, vocational certifications, and other licenses required to complete the work it undertakes lawfully and consistent with any legal or professional requirements;
 - e. Contractor has, in accordance with applicable law, properly classified all workers who will assist in providing Services under this Agreement, if applicable;
 - f. Contractor will comply with all applicable laws, rules, and regulations; and;
 - g. Contractor has the experience and skills to properly perform the Services and will do so in a manner consistent with any applicable industry and professional standards.
6. **Liability/Indemnification.** Contractor shall be responsible for, and shall indemnify, defend, and hold harmless Company, its officers, agents, and employees, of and from any and all claims, demands, causes of action, liabilities, or damages, including legal costs and attorneys’ fees, arising out of any breach by Contractor of any provision of this Agreement (including without limitation Contractor’s confidentiality obligations and representations and warranties set forth herein), breach of applicable law by Contractor, or any acts or omissions of Contractor pursuant to this Agreement and the Assignments.

7. **Avoidance of Conflict of Interest.** Contractor represents and warrants that Contractor has no outstanding agreement or obligation that conflicts with this Agreement, or that would preclude Contractor from complying with the Agreement, and further certifies that Contractor will not enter into such conflicting agreement during the term of this Agreement.
8. **Term and Termination.** The Agreement starts when Contractor accepts this Agreement and continues until terminated. Company may terminate this Agreement and close your account immediately, with or without notice, with or without cause, for any reason or for no reason. You may terminate this Agreement and close your account by visiting your account settings, <https://www.rev.com/account/settings>, and selecting, "CLOSE ACCOUNT."
 - a. Sections 4 and 12 - 25 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration.
 - b. Company may communicate the obligations contained in this Agreement to any other (or potential) Customer or employer of Contractor.
9. **Independent Contractor Status.** Nothing in this Agreement is intended to create or should be construed as creating a partnership, joint venture, franchisor/franchisee, or employer-employee relationship between the Company and Contractor. Throughout the Term and while providing the Services, Contractor is, and shall at all times be and remain, an independent contractor. Nothing in this Agreement or otherwise shall be construed as identifying Contractor or its representatives as an employee, agent, or legal representative of the Company or any of the Company's related or affiliated entities for any purpose whatsoever, and Contractor and its representatives shall not hold themselves out as employees of the Company in any capacity. Contractor agrees that Contractor will not take any position with respect to or on any tax return or application for benefits, or in any proceeding directly or indirectly involving the Company that is inconsistent with Contractor being an independent Contractor (and not an employee) of the Company. Contractor is engaged in an independently established trade, service, or occupation that is separate and distinct from Company's business.
 - a. Contractor is not authorized to transact business, incur obligations, sell goods, receive payments, solicit goods or services, enter into any

contract, or assign or create any obligation of any kind, express or implied, on behalf of the Company or any of the Company's related or affiliated entities, or to bind in any way whatsoever, or to make any promise, warranty, or representation on behalf of the Company or any of the Company's related or affiliated entities with respect to any matter, except as expressly authorized in this Agreement or in another writing signed by an authorized officer of the Company. Further, Contractor shall not use Company's trade names, logos, trademarks, service names, service marks, or any other proprietary designations without the prior written approval of the Company.

- b. Contractor must provide all equipment, tools, materials, and labor that may be needed to perform the Services under this Agreement. The Company will not provide any equipment, tools, materials, or labor that may be needed to perform the Services under this Agreement. The Company will, however, provide Contractor with access to the Rev.com website for purposes of facilitating (i) Contractor's review and acceptance of an assignment for Services, (ii) Contractor's delivery of the Services and Deliverables as specified and as applicable in any accepted assignment, and (iii) Contractor's access to available support resources and materials, if Contractor so chooses.
- c. Contractor is solely responsible for scheduling the timing of Services as set forth in the accepted assignment.
- d. Contractor shall exercise independent judgment and is solely responsible for determining the manner in which Services will be completed and the preparation and additional work necessary to properly perform the Services in a manner consistent with the accepted assignment; however, Contractor agrees to provide the Services in a manner consistent with applicable Customer requirements and specifications, including any deadlines or timeframes set by applicable Customers. The Company will provide no supervision and will have no control over the manner in which the Services are performed or over the timing and location of the performance of the Services.

- e. Contractor may hire employees or engage subcontractors (at his or her sole expense) to assist with providing the Services; however, Contractor shall not provide its Rev.com account access to employees or subcontractors to deliver Services on behalf of Contractor. Contractor acknowledges that it shall remain solely and exclusively responsible for complying with the terms of this Agreement (including any assignment for Services) and timely provision of the Services to meet Customer's requirements and specifications. Contractor is solely responsible for employer legal obligations for itself and to its employees and staff, including without limitation wage payment, minimum wage, overtime, expense reimbursement, record keeping, paid time off, unpaid time off, legally protected leave, holidays, tax withholding and payment, benefits (including Affordable Care Act, ERISA, and other benefits), worker verification (including I-9), certifications, licenses, screening, human resource functions, mandatory training (including harassment training), workers' compensation coverage, unemployment insurance.
 - f. Contractor shall remain responsible for and shall pay all of its operational costs, expenses, and disbursements relating to the operation of Contractor's business (or the activities of its assistants, employees, and subcontractors) and the provision of the Services or Deliverables under this Agreement.
 - g. Nothing in this Agreement is intended to prohibit, discourage, or limit Contractor from engaging in any other business activities that are separate and distinct from the business activities that Contractor provides to the Company under this Agreement, including providing the same or similar services to any of the Company's competitors. Contractor represents that it has and will continue to make its services available to the public and expressly reserves the right to perform translation and transcription Contractor services for compensation for other third parties and advertise its services as available to others.
10. Without limiting the generality of the foregoing, due to Contractor's status as an independent Contractor:

- a. **Benefits and Contributions.** Contractor is not entitled to, or eligible for, any benefits that the Company, its parents, subsidiaries, affiliates, or other related entities may make available to its employees, such as group health insurance, disability insurance, life insurance, profit-sharing, or any other retirement or employment benefits. Contractor shall, in no event, directly or indirectly, claim entitlement to coverage under any benefit maintained by the Company.
- b. **Taxes and other Withholdings.** The Company will not withhold any taxes or other monies from any compensation paid to Contractor under this Agreement, and Contractor will be solely responsible for the payment of all federal, state, and local taxes or other contributions or payments imposed or required under the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding requirements, and all other federal, state, and local laws, rules, and regulations with respect to the performance or provision of the Services under this Agreement and with respect to Contractor's status as an independent Contractor. Contractor agrees to indemnify, defend, and hold the Company harmless from any costs, expenses, penalties, or damages (including attorney's fees) arising from Contractor's failure to properly pay such taxes or contributions and/or the Company not withholding or remitting any taxes, contributions, or payments with respect to compensation paid to Contractor.
- c. **Insurance.** Contractor is not covered by or under any insurance that may be purchased or provided by the Company, its parents, subsidiaries, affiliates, or other related entities, including, without limitation, workers' compensation insurance, commercial general liability insurance, automobile liability insurance, directors' and officers' liability insurance, property insurance, product liability insurance, and professional liability insurance. Contractor shall, in no event, directly or indirectly, claim entitlement to coverage under any policy maintained by the Company. Specifically, in the event that Contractor is injured while providing the Services under this Agreement, Contractor acknowledges and understands that

Contractor will not be covered by any workers' compensation insurance coverage that the Company may provide to its employees. Further, in the event that Contractor's actions cause an injury to a third party while Contractor is performing the Services under this Agreement (including incidental activities relating to the provision of the Services), Contractor acknowledges and understands that Contractor will not be covered by any liability insurance coverage that the Company may have, and that the Company will not defend and/or indemnify Contractor in such circumstances, and specifically denies any such obligation.

- d. Contractor represents that it complies with all applicable laws pertaining to the maintenance of insurance and benefits for its employees and subcontractors, including employers' liability insurance, workers' compensation insurance, disability benefits insurance, and health benefits.

11. Assignments. Contractor may choose to accept any assignment made available on the website and understands that there is no minimum or maximum number of assignments that may be accepted provided that Contractor may not have more than one assignment per service type at a time. Contractor can also choose not to accept any assignments. This Agreement and the Services offered are personal to Contractor and Contractor shall not have the right or ability to assign, transfer or subcontract any rights or obligations under this Agreement without written consent from Company. Any attempt to do so shall be void. Company may fully assign and transfer this Agreement in whole or part.

12. Arbitration Agreement and Class Action Waiver.

- a. The Company and Contractor mutually agree to resolve any and all covered justiciable disputes between them exclusively through final and binding arbitration instead of a court or jury trial. This Agreement requires the arbitration of any claims that the Company or Contractor may have against the other or against any of their:
 - i. officers, directors, employees, or agents in their capacity as such or otherwise,
 - ii. direct or indirect parents and subsidiaries, and

- iii. affiliates, agents, successors or assigns,
- b. each and all of which may enforce this Agreement as direct or third-party beneficiaries.

This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and applies to any and all claims or controversies, past, present or future, arising out of or relating to the Agreement, this arbitration agreement, Contractor's classification as an independent contractor, Contractor's provision of services, Contractor's use of the website, any payments made to Contractor or arising out of or relating to the acceptance or performance of services arranged through the website, the termination of this Agreement, and all other aspects of a Contractor's relationship (or the termination of its relationship) with the Company, whether arising under federal, state or local statutory and/or common law. Contractor and the Company agree that the mutual obligations to arbitrate disputes provide adequate consideration for this arbitration agreement.

- c. If either party initiates arbitration, the initiating party must notify the other party in writing via U.S. Mail, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include: (1) the name and address of the party seeking arbitration; (2) a statement of the legal and factual basis of the claim; and (3) a description of the remedy sought. Any demand for arbitration by Contractor must be delivered to the Company at 222 Kearny St, 8th Floor, San Francisco, CA 94108. The arbitrator will resolve all disputes regarding the timeliness or propriety of the demand for arbitration.
- d. *Class and Collective Action Waivers.* The Company and Contractor mutually agree that by entering into this Agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as a class action and/or collective action, and an arbitrator will not have any authority to hear or arbitrate any class and/or collective ("Class Action Waiver"). Private attorney general representative actions ("PAGA") brought on behalf of the state under the California Labor Code are not currently arbitrable, not within the

scope of this Arbitration Provision and may be maintained in a court of law, but a claim Contractor brings on its own behalf as an aggrieved employee for recovery of underpaid wages (as opposed to a representative claim for civil penalties) is arbitrable. Should a PAGA claim later be deemed arbitrable, then those claims are also subject to this provision to the extent allowed by applicable law. Notwithstanding any other clause contained in this arbitration agreement or the AAA Rules, as defined below, any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The Class Action Waiver will be severable from this Arbitration Agreement in any case in which (1) the dispute is filed as a class and/or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such case, the class and/or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

- e. Except as otherwise stated in this arbitration agreement, any arbitration shall be governed by the American Arbitration Association Commercial Arbitration Rules (“AAA Rules”), subject to the following:
 - i. The arbitration shall be heard by one arbitrator selected in accordance with the AAA Rules. Unless the parties agree otherwise, the arbitrator shall be an attorney experienced in the law in the underlying dispute and licensed to practice law in the state in which the arbitration is convened, or a former judge from any jurisdiction.
 - ii. The location of the arbitration proceeding will be in Austin, Texas unless the parties agree otherwise.
 - iii. Unless applicable law provides otherwise, as determined by the Arbitrator, the parties agree that they will equally split all of the Arbitrator’s fees and costs. If the Arbitration proceeds under the AAA Employment Arbitration Rules, the Company will pay the Arbitrator’s and arbitration fees and costs. Each party will pay

for its own costs and attorneys' fees, if any. However, if any party prevails on a claim which affords the prevailing party attorneys' fees, the Arbitrator may award reasonable fees to the prevailing party as provided by law. If the law (including the common law) of the jurisdiction in which the arbitration is held requires a different allocation of arbitral fees and costs for this Agreement to be enforceable, then such law will be followed, and any disputes in that regard will be resolved by the Arbitrator.

- iv. The Arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes.
- v. Except as provided in the Class Action Waiver, the Arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The Arbitrator shall apply the state or federal substantive law, or both, as is applicable.
- vi. The Arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions.
- vii. The Arbitrator's decision or award shall be in writing with findings of fact and conclusions of law. Judgment may be entered on the arbitrator's decision or award in any court having jurisdiction.
- viii. Either The Company or Contractor may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this paragraph may be rendered ineffectual.

- ix. Notwithstanding the foregoing, any claim by Contractor that allege employment or worker classification disputes will be conducted within 25 miles of where the Contractor is located and in accordance with the AAA Employment Arbitration Rules and then in effect.
- f. Regardless of any other terms of this arbitration agreement, claims may be brought before, and remedies awarded by, an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate governed by the Federal Arbitration Act (such as the National Labor Relations Board, the U.S. Department of Labor or the Equal Employment Opportunity Commission). This arbitration agreement does not apply to any claim that may not be arbitrated as provided by an Act of Congress or lawful, enforceable presidential Executive Order.
- g. The AAA Rules may be found at www.adr.org or by searching for "AAA Commercial Arbitration Rules" or "AAA Employment Arbitration Rules" using a service such as www.Google.com or www.Bing.com.
- h. This arbitration agreement is the full and complete agreement relating to the formal resolution of disputes covered by this arbitration agreement. In the event any portion of this arbitration agreement is deemed unenforceable, the remainder of this arbitration agreement will be enforceable. This arbitration agreement survives after the termination of this Agreement and the Contractor Terms of Use and/or after Contractor ceases any assignment and/or relationship with the Company. This arbitration agreement will also continue to apply notwithstanding any change in Contractor's responsibilities, position, or title, or if Contractor transfers companies. Notwithstanding any contrary language, this arbitration agreement may not be modified or terminated absent a writing signed (electronically or otherwise) by both Contractor and an authorized representative of the Company.
- i. *Opting Out of Arbitration.* You may opt out of this agreement to arbitrate. If you do so, neither you nor Rev can require the other to participate in an arbitration proceeding. To opt out, you must notify

Rev in writing within 30 days of the date that you first became subject to this arbitration agreement. However, if you agreed to a previous version of these Terms that allowed you to opt out of arbitration, your previous choice to opt out or not opt out remains binding. You must use this email address to opt out: support@rev.com. The opt out notice must include your name, email address which you use for your Rev account, your residence address, and a clear statement that you want to opt out of this arbitration agreement.

13. **Notices.** All notices and other communications shall be in writing or by email, and shall be deemed to have been duly given or made (i) with delivery by hand, when delivered, (ii) with delivery by certified or registered mail, three (3) days after being deposited in the U.S. Mail, postage prepaid, or (iii) with delivery by email, when sent and receipt has been confirmed, each notice addressed to the contact information provided on the Company website.
14. **Limitation of Liability.** COMPANY'S AGGREGATE LIABILITY TO CONTRACTOR FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, WILL BE LIMITED TO THE TOTAL FEES PAID FOR ASSIGNMENTS COMPLETED BY CONTRACTOR FOR THE MOST RECENT SIX (6) MONTHS OF THE TERM OF THIS SERVICES AGREEMENT OR \$2,500, WHICHEVER IS LESS. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE, HOWEVER IT ARISES, WHETHER IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
15. **Allocation of Risk.** Company and Contractor acknowledge that the foregoing limitations of liability represent a reasonable and negotiated allocation of risk that these limitations constitute an integral part of this Agreement, and that absent these limitations the parties would not have executed this Agreement. The limitations will apply notwithstanding the failure of the essential purpose of any limited remedy.
16. **Miscellaneous.** Any breach of Section 4 or 5 will cause irreparable harm to Company for which damages would not be an adequate remedy, and

therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. To the extent that there is a conflict between this Agreement and the Terms of Service located at <https://www.rev.com/legal/terms>, this Agreement shall govern.

17. **Notices.** All notices and other communications shall be in writing or by email, and shall be deemed to have been duly given or made (i) with delivery by hand, when delivered, (ii) with delivery by certified or registered mail, three (3) days after being deposited in the U.S. Mail, postage prepaid, or (iii) with delivery by email, when sent and receipt has been confirmed, each notice addressed to the contact information provided on the Company website.
18. **Successors and Assigns.** This Agreement shall be binding upon Contractor and inure to the benefit of the Company and its successors and assigns, including, without limitation, any entity to which substantially all of the assets or the business of the Company are sold or transferred. Contractor shall not be entitled to assign this Agreement or any of Contractor's rights or obligations hereunder.
19. **Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
20. **Waivers.** No delay or omission by either party in exercising any right, power or privilege shall impair such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or exercising any other right, power or privilege.
21. **Headings.** The headings and captions in this Agreement are included solely for convenience of reference and will not control the meaning and interpretation of any provision of this Agreement.
22. **No Strict Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any person.

23. **Governing Law.** This Agreement will in all respects be governed by the laws of the State of Texas and the United States of America without reference to its principles of conflicts of laws, provided, however, that any Claims made by any Contractor located within the United States will be governed by the law of the state in which such Contractor resides.
24. **Amendment.** This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.
25. **Entire Agreement.** This Agreement and the Terms of Use contain the entire agreement between the parties concerning the subject matter hereof and as of the Effective Date and supersedes any contract, severance, confidentiality or invention assignment agreement between the parties hereto, *provided, however,* that the Company reserves and shall retain all rights and remedies it may have against Contractor with respect to any breach on or before the Effective Date of any prior agreements.
26. **Signature.** This Agreement may be signed and is enforceable by electronic signature, click box acceptance and facsimile.