

## Ultimate Drill Book General Terms of Service

Effective Date: December 2023

Welcome to Ultimate Drill Book! We're ("we", "us", or "UDB") delighted to have you on our website, located at [www.ultimatedrillbook.com](http://www.ultimatedrillbook.com) (the "Website") and using our service. Please continue reading to learn about the terms by which you may use our web and/or mobile services (collectively, the "Services").

These General Terms of Service ("Terms") apply to all: (i) schools, school districts, band directors, and related entities and organizations that sign up to use the Services, including but not limited to administrators who access the Services on their behalf (each a "Ensemble"); (ii) non-Ensemble visitors, users, and others, including students, teachers, and their parents or guardians, who use the Services; and (iii) third-party designer who uploads drills, audio files, drill positions and similar design files related to band marching (each a "Designer" and collectively with the individuals referenced in (ii) above and Ensembles, the "Users" or "you"). This document is referred to herein as the "Agreement".

By accessing or using the Services, you confirm that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in the UDB Privacy Policies for our mobile applications, otherwise you may not use the Services. Because our Services may change often, the terms in this Agreement and our Privacy Policies may change too. Upon making changes, we will update the "Effective Date" found at the top of this page. Your continued use of the Services after any changes constitutes your acceptance of the new terms.

Please read these terms carefully to ensure that you understand each provision. These terms contain a mandatory arbitration agreement, a class action waiver, and a jury waiver in section 10 titled "ARBITRATION, JURY WAIVER, CLASS ACTION WAIVER, AND GOVERNING LAW." Those provisions in section 10 require, among other things, the exclusive use of final and binding arbitration on an individual basis only to resolve disputes, rather than jury trials or class, collective, private attorney general or representative actions or proceedings. Before agreeing to these Terms, it is imperative that you review these provisions.

### SECTION 1. WHAT ARE UDB'S SERVICES AND WHO CAN USE THEM?

UDB modernizes the marching band. We make it easier for Ensembles to organize, manage and instruct marching bands and marching band individual marchers. Through the Services, Ensembles can enable band directors to easily direct band pathways and provider marchers with custom views to help keep them on track. UDB provides tools made available by Designers that are used by teachers and students, as well as to use certain UDB software applications we may make available to access the Services via a website or mobile device (the "Apps").

You're allowed to use the Services only if you can form a binding contract with UDB, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. If you've been removed from the Services previously, you're not allowed to use them again.

Subject to the terms and conditions of this Agreement, UDB grants to you permission to access and use the Services. We reserve all rights not expressly granted to you in the Services and the UDB Content (as defined below).

## **SECTION 2. DETAILS ABOUT THE UDB SERVICES**

Your UDB account gives you access to our Services, but you should not sign up on behalf of an Ensemble if you do not have the requisite authority to do so. Once you sign up, you are responsible for your account and any data associated with it.

### **A. Eligibility**

We require users under age 13 to have parental consent in order to use our Services. By signing up for a user account or by using the Services, you are affirming that you are 13 years of age or older, or your parents will consent to your use of the Services. We are not liable for any damages that may result from a user's misrepresentation of their age. In addition, certain parts of the Services may have additional eligibility requirements, as specified on the Platform.

### **B. Account Registration and Your Information**

You will be required to provide certain information in order to create an account and use the Service (“**Account**”). You may register for only one Account and your unique Account can be used across our Services.

If you register an account as an Ensemble, we will provide you with access codes to give your individual users. It is your responsibility to safeguard these codes and provide them to your users.

You agree to provide us with accurate, complete, and up-to-date information for your Account, and to update such information, as needed, to keep it accurate, complete, and up-to-date. If you don't, we may suspend or terminate your Account. You must not disclose your Account password to anyone and must notify us immediately of any unauthorized use of your Account. You are responsible for all activities that occur under your Account, whether or not you have actual knowledge regarding such activities.

Your UDB account gives you access to the Services and functionality we make available from time to time and at our discretion, which may include certain applications made available by Designers. We maintain different types of accounts for different types of Servicers. If you open a UDB account on behalf of a Ensemble or a Designer, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement and that you agree to this Agreement on the entity's behalf.

### **C. Payment**

When you access the Service as an Ensemble and click “Order” on the order page of the Website, you will be required to pay in full for your organization's seasonal access to the service, which will be for the next nine (9) months. Unless otherwise agreed to by UDB, in all cases, regardless of when in the season an Ensemble orders access to the Service, UDB charges the one-time full fee for access.

By providing us a payment card or other payment method information, you authorize us to charge you for the designated amounts on a one-time or recurring basis, as applicable. You acknowledge and agree that we may use third-party payment processors to facilitate payments for access to the Service, and that such payment processors will receive sufficient information regarding you and your payment method as needed to process such payments. We do not own or control the payment processor and your use of their systems is subject to their own terms of use and privacy policies.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN WRITING BY US, ALL PAYMENTS ARE NON-REFUNDABLE.

#### **D. Restrictions**

Please don't do anything to harm our product or try to hack our Services. Specifically, by using the Services, you agree not to do any of these things: (i) copy, distribute, or disclose any part of the Services in any medium, including but not limited to by any automated or non-automated "scraping"; (ii) use any automated system, including but not limited to "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the UDB servers than a human can reasonably produce in the same period of time by using a conventional online web browser; (iii) transmit spam, chain letters, or other unsolicited email; (iv) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (vi) transmit any malicious software agents through the Services; (vii) collect or harvest any third-party personally identifiable information, including account names or Student Data (as defined below), from the Services; (viii) use the Services for any commercial solicitation purposes; (ix) impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfere with the proper working of the Services; (xi) access any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypass the measures we use to prevent or restrict access to the Services, including but not limited to features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or related content.

You are fully responsible for your interactions with other Users, and we have no liability for your interactions with any other Users, or for any User's actions or inactions with respect to you.

#### **E. User Content**

The Services may contain materials that are uploaded by Users for interactive use in connection with the Apps ("**User Content**"). All User Content must comply with this Agreement.

We have the right (but not the obligation) in our sole discretion to monitor and remove any User Content that is shared via our Services.

You represent and warrant that you own or control all rights in and to the User Content, have the right to allow Students to access your User Content, and all of your User Content do and will comply with this Agreement.

You understand and acknowledge that you are responsible for any User Content you share, and you, not we, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other User.

We have the right to:

- Remove or refuse to post any User Content in our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the safety of Servicers or the public, or could create liability for us.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of this Agreement.
- Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. This next sentence is surrounded by stars because it is important:

We cannot review all User Content before it is shared and cannot ensure prompt removal of objectionable material after it has been shared. We assume no liability for any action or inaction regarding content provided by any User or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described above.

### **SECTION 3 ADDITIONAL TERMS APPLICABLE TO OUR MOBILE APPLICATIONS**

To use our Apps, you must have a mobile device that is compatible with the Apps. UDB does not warrant that our Apps will be compatible with your mobile device. You may use mobile data in connection with our Apps and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. UDB hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of our Apps for one UDB User account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer our Apps, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer our Apps to any third party or use the Apps to provide time sharing or similar services for any third party; (iii) make any copies of our Apps; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of our Apps, features that prevent or restrict use or copying of any content accessible through our Apps, or features that enforce limitations on use of our Apps; or (v) delete the copyright and other proprietary rights notices on our Apps. You acknowledge that UDB may from time to time issue upgraded versions of the Apps, and may automatically electronically upgrade the version of the Apps that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-

party code that may be incorporated in our Apps is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of our Apps or any copy thereof, and UDB or its partners or suppliers retain all right, title, and interest in the Apps (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. UDB reserves all rights not expressly granted under this Agreement. You agree to comply with all United States and foreign laws related to use of our Apps and the Services.

#### **SECTION 4: RIGHTS IN UDB CONTENT**

“Student Data” is any information (in any format) that is directly related to any identifiable current student that is maintained by an Ensemble. While we may need to access Student Data to provide the Services to you, Ensembles own the Student Data and remain responsible for it. Student data may be removed from our Services by deleting a user account.

Except for Student Data or the materials made available by Designers, the Services and all materials made available to you in connection with the Service, including, but not limited to, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and any content belonging to other Users (the “**UDB Content**”), and all related intellectual property, are the exclusive property of UDB and its licensors. Except as specified in this Agreement, nothing may be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any UDB Content. Any use of the UDB Content for a purpose not expressly permitted by this agreement is strictly prohibited.

#### **SECTION 5. INDEMNITY**

You agree to defend, indemnify and hold harmless UDB and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including but not limited to your breach of any of the representations and warranties; (iii) your violation of any third-party right, including but not limited to any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation, including but not limited to FERPA, the Protection of Pupil Rights Amendment (“PPRA”), and the Children’s Online Privacy and Protection Act (“COPPA”); (v) any content or information that is submitted via your account; or (vi) any other party’s access and use of the Services with your unique username, password or other appropriate security code.

#### **SECTION 6: WARRANTY DISCLAIMER**

**YOUR USE OF THE SERVICES AND CONTENT IS AT YOUR SOLE RISK AND THE SERVICE AND UDB CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE SERVICE**

AND UDB CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OR THAT USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. WE ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE TO ANY COMPUTER RESULTING FROM ACCESS TO THE SERVICE, OR FOR ANY ISSUES ARISING FROM THE CORRUPTION OR UNAVAILABILITY OF ANY NETWORK. UNDER NO CIRCUMSTANCES SHALL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SERVICE, UDB CONTENT, OR FROM THE CONDUCT OF ANY USERS OF THE SERVICE OR OTHER THIRD PARTIES. SOME STATES DO NOT ALLOW CERTAIN DISCLAIMERS OR LIMITATIONS ON WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

\*\*\* We do not warrant, endorse, guarantee, or assume responsibility for any Third-party Materials (including without limitation Designers' applications or any product or services advertised or offered by a third party through the Services), and we will not be a party to or in any way monitor any transaction between you and third-party providers of Third-Party Materials (including without limitation Designers). \*\*\*

Federal law, some states, provinces and other jurisdictions do not allow exclusions and limitations of certain implied warranties, so some of the above limitations may not apply to you.

#### **SECTION 7: LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR DATA (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, UNDER ANY LEGAL THEORY WHATSOEVER (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE). TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR AN AGGREGATE AMOUNT EXCEEDING THE GREATER OF \$25 USD OR THE AMOUNTS PAID BY YOU TO US IN THE PAST THREE MONTHS. SOME STATES DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY FOR DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

#### **SECTION 8: TERMINATION**

These Terms take effect upon your first access to or use of the Service. We reserve the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) without notice. We may terminate or suspend your account at any time, without liability to you. In any of these cases, your access to the Service will cease.

Your right to use the Service will automatically terminate if you breach these Terms. You may stop using the Service at any time; to delete your account, please contact us as set forth at the end of these Terms. If you breach these terms or voluntarily elect to stop using the Service, we will not refund any unused portion of the fee you paid when you ordered the Service from the Website.

Termination will not relieve either party from any obligations incurred or arising prior to such termination, and those sections of these Terms which are by their nature intended to survive termination (including, without limitation, the disclaimers, ownership of Content, license to Your Content, limitation of liability, indemnity, and general clauses) shall so survive.

## **SECTION 9: EXPORT AND IMPORT LAWS**

UDB maintains the Service from the United States. We make no representations that the Services are appropriate or that they may be used or downloaded outside of the United States. Access to the Services may not be legal in certain countries outside of the United States. If you access the Services from outside the United States, you do so at your own risk and are responsible for compliance with the laws of the jurisdiction from which you access the Service.

Additionally, our Service is subject to United States export control laws and regulations and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import any data on our Service as may be required. Because we have to say this, you may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government.

## **SECTION 10: ARBITRATION, JURY WAIVER, CLASS ACTION WAIVER, AND GOVERNING LAW.**

Except as otherwise provided in these Terms or by separate Terms or Service or agreement with UDB expressly superseding and supplanting this Section 10, by agreeing to these Terms, you also agree to arbitrate any and all claims, disputes, controversies, or disagreements between the Parties arising out of, in connection with, or relating to these Terms and/or Services and including claims based on contract, tort, common law, equity, statute, regulation, order, or otherwise (each a “**Claim**”) pursuant to the Federal Arbitration Act (Title 9, U.S. Code) and subject to the terms below. You and UDB agree that the Parties intend that this Section 10 satisfies the “writing” requirement of the Federal Arbitration Act, and further agree that notwithstanding any other provision of the Terms, the arbitration shall be governed by the substantive laws of the State of the State of Massachusetts, United States of America, without regard to conflicts-of-law rules, and by the arbitration laws of the Federal Arbitration Act.

In the event of a Claim, the Parties agree to binding alternative dispute resolution pursuant to the then-current Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”), however titled (“**AAA Rules**”). The Claim shall be determined by one arbitrator mutually agreed upon by the Parties, or if the Parties cannot so mutually agree, a single arbitrator with significant relevant experience appointee in accordance with the rules of the AAA. The arbitrator shall base the arbitration award on the applicable law and judicial precedent that would apply if the Claim

were decided by a United States District Judge, and the arbitrator shall have no authority to render an award that is inconsistent therewith (“Arbitration **Award**”).

Unless the Parties agree otherwise, discovery will be limited to an exchange of directly relevant documents. The arbitrator shall resolve any discovery disputes. The arbitrator and counsel of record will have the power of subpoena process as provided by law.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO HAVE SUCH CLAIM ADJUDICATED BY A JUDGE OR JURY, AND THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THESE RIGHTS.

NO CLASS ACTION OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE PERMITTED.

For a copy of the AAA Rules, to file a claim or for other information about the AAA, contact AAA, at One Sansome Street, Suite 1600, San Francisco, CA 94104 or at [www.adr.org](http://www.adr.org).

All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. The arbitration proceeding will be held in Austin, Texas, unless you elect to proceed with a Zoom hearing (or hearing utilizing a similar audio/video platform) or unless you and UDB agree to an alternative location. UDB will pay the initial filing fee for any arbitration, but the Parties each shall otherwise bear their respective fees, costs, and expenses except as may be provided in the AAA Rules. Notwithstanding the prior sentence, the prevailing party in the arbitration shall be entitled, in addition to the Arbitration Award that party’s costs incurred by such Party in prosecuting or defending against such Claim, including its costs, expenses, and reasonable attorneys’ fees (“Prevailing Party Fees”) and the Compelling Arbitration Fees defined below. If any Party fails to proceed with arbitration as provided in this Section 10, or unsuccessfully seeks to stay the arbitration, or fails to comply with the arbitration award, the other Party shall be entitled to costs, including reasonable attorneys’ fees, paid or incurred in successfully compelling such arbitration or successfully defending or enforcing the award (*i.e.*, which would be amounts separate and apart from the Arbitration Award and Prevailing Party Fees) (“**Compelling Arbitration Fees**”).

All determinations as to the scope, interpretation, enforceability, and validity of these Terms shall be made final exclusively by the arbitrator, and the Arbitration Award, Prevailing Party Fees, and Compelling Arbitration Fees shall be binding and not subject to appeal. The Arbitration Award, as well as any awards of Prevailing Party Fees and Compelling Arbitration Fees, shall be in writing drafted by the arbitration and shall include the findings of fact and conclusions of law upon which such findings are based. Final Judgment on the Arbitration Award and any Prevailing Party Fees and/or Compelling Arbitration Fees may be entered in any court having jurisdiction.



Notwithstanding any other provision contained in this Section 10 mandating arbitration, the Parties may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision. The Parties agree that any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award punitive and/or exemplary damages against any Party, nor shall the arbitrator award any monetary sanctions against any Party.

Except as otherwise required by law, the Parties and the arbitrator (and the arbitrator's staff), and all AAA personnel agree to keep confidential and not disclose to third parties any information or documents obtained in connection with the arbitration process, including the resolution of the Claim, any filings in the arbitration, or any ruling in the arbitration.

This arbitration provision shall survive the termination of the Terms and/or Services. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

Regardless of whether you have obtained or used the Services for personal, commercial or other purposes, each Claim must be brought in your individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private-attorney-general action or other representative proceeding. This waiver applies to class arbitration, and unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You and UDB agree that the arbitrator may award relief only to an individual claimant and only to the extent necessary to provide relief on your individual Claim(s). Any relief awarded may not affect other users and shall not be considered as legal precedent. You and UDB further agree that , by entering into this Agreement, you and UDB are each waiving the right to a trial by jury or to bring, join, or participate in a class action, collective action, private-attorney-general action, or other representative proceeding of any kind as a plaintiff or class member.

## **SECTION 11. DMCA NOTICE**

UDB respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1988 (<https://www.copyright.gov/legislation/dmca.pdf>), UDB will respond to claims of copyright infringement using the Services. If you believe that any UDB Content infringes your copyrights or that your intellectual property rights have been otherwise harmed, immediately notify UDB by emailing **support@ultimatedrillbook.com**. Your notice must comply with the requirements of the DMCA by including the following: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (v) a statement that you have a good faith belief that use of the material in the manner

complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

UDB will take whatever action, in its sole discretion, it deems appropriate regarding each copyright infringement claim. This includes potentially removing the challenged content from the Services.

## **SECTION 12: GENERAL TERMS**

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us in accordance with the terms of our Privacy Policies for our Apps. This Agreement, together with any amendments and any additional agreements you may enter into with UDB in connection with the Services including other agreements referenced herein, constitute the entire agreement between you and UDB concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and UDB's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision. Neither party will hold themselves out to be joint venturers, and neither party is authorized or empowered to act as the agent of the other.

## **SECTION 13: HOW TO CONTACT US**

If you have any questions about these Terms, please contact us at [\*\*support@ultimatedrillbook.com\*\*](mailto:support@ultimatedrillbook.com).