END USER LICENSE AGREEMENT

This End User License Agreement ("Agreement") is a legally binding agreement between you ("you") and Sensata Technologies, Inc. and/or its affiliates, if applicable ("Company"). This Agreement governs your access to and use of (a) the cloud-based software applications and services (including but not limited to any application programming interfaces or APIs) offered by the Company and its affiliates and (b) all components, technology or software provided and/or required by the Company that allow you to access and use such applications and services on your Device (as defined below), and all related documentation (individually and collectively defined as the "Application").

The Application is licensed to you on the basis of this Agreement. If your Organization (as defined below) has a separate and mutually executed and delivered written agreement in place regarding the Application ("Company Contract"), then any conflicts between this Agreement and the Company Contract shall be governed by the Company Contract.

BY (A) CLICKING ANY LINK OR BUTTON INDICATING YOU "ACKNOWLEDGE" OR "AGREE" TO THIS AGREEMENT AND/OR (B) ACCESSING, USING, DOWNLOADING OR INSTALLING THE APPLICATION, YOU ACKNOWLEDGE AND AGREE THAT (1) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, (2) YOU ACCEPT THIS AGREEMENT AND CONFIRM THAT YOU ARE LEGALLY BOUND BY ITS TERMS AND CONDITIONS AND (3) IF YOU ARE USING THE APPLICATION AS AN EMPLOYEE OR AUTHORIZED AGENT OF A PERSON, ENTITY OR ORGANIZATION (EACH, AN "ORGANIZATION") YOU HAVE THE AUTHORITY TO BIND, AND ARE HEREBY BINDING, SUCH ORGANIZATION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU SHOULD PRINT OR SAVE A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT ACCESS, USE, DOWNLOAD, OR INSTALL THE APPLICATION AND MUST DELETE ANY RELATED COMPONENTS, TECHNOLOGY, OR SOFTWARE FROM YOUR DEVICE.

- 1. <u>License Grant</u>. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to download, install, access and use the Application from any mobile phone, tablet, computer or similar device owned or otherwise controlled by you (collectively, "Device") strictly in accordance with the Application's documentation and specifications (and in each case only as permitted by the Company and as applicable to the particular Application).
- License Restrictions. You shall not: (a) copy the Application, except as expressly permitted by this Agreement; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof, except as permitted by applicable law; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason; (f) take any action that effects the security, integrity or functionality of the Application (including but not limited to permitting unauthorized access to the Application and/or introducing any virus, malware or harmful code into the Application); or (g) use the Application in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, data protection or privacy right, or other right of any person, or that violates any applicable law, rule or regulation.
- 3. Ownership: Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest or any other rights in the Application under this Agreement, other than to use the Application in accordance with the license granted in this Agreement, and subject to all terms, conditions, and restrictions under this Agreement. As between you and the Company, you acknowledge and agree that Company owns all right, title, and interest in and to the Application, including all copyrights, trademarks, patents, and other intellectual property and proprietary rights in, to or relating to the Application, including but not limited all modifications, enhancements and derivative works of the Application. You agree that you will not take any action, or permit

any third party to take any action, that might impair or otherwise interfere with Company's ownership rights in its intellectual property or the Application. Company reserves all rights arising out of or in connection with the Application.

- Collection and Use of Your Information. You acknowledge that when you access, use, download, or install the Application, the Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to accessing, using, downloading, or installing the Application or certain of its features or functionality. Under applicable data protection legislation, the Company is required to provide you with certain information about the Company, how the Company processes your personal data or personally identifiable information, and for what purposes, and your rights in relation to your personal data or personally identifiable information and how to information is provided in the Company's exercise them. This privacy notice at https://sensatainsights.com/privacy-policy/ (the "Privacy Notice"). It is important that you read this information. By accessing, using, downloading, or installing, and providing information to or through the Application, you understand that Your Data, defined below, will be processed by the Company in accordance with the terms of the Privacy Notice.
- 5. <u>Data License.</u> You or your Organization will be providing and/or supplying information and data to the Company by or through your or your Organization's use of the Application ("Your Data"). You hereby grant to Company, for the benefit of its affiliates, subcontractors, agents and designees a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use, copy, modify, distribute, display, create derivative works of and otherwise use Your Data to provide the Application and any administrative services related to that provision; and you also hereby grant Company a non-exclusive, transferable, sublicensable, worldwide, royalty-free, irrevocable and perpetual license to use, copy, modify, distribute, display, create derivative works of and otherwise use Your Data for the purposes of (a) improving, monitoring, testing, troubleshooting, and optimizing performance and quality of Company's products and services; and (b) developing new products and services, for all of which the intellectual property rights shall be owned by Company. It is understood that Company will not use your Organization's name in any such new products or services and will de-identify and/or anonymize your personal data or personally identifiable information in the process of creation and final versions of such new products or services.
- 6. <u>Company's Websites</u>. The Application may provide you with access to Company's websites (the "Website"). Your access to and use of such Website are governed by the terms of use and the privacy notice located at the Website, which are incorporated into this Agreement by this reference, and which shall be legally binding on you. Your access to and use of such Website may require you to acknowledge your acceptance of such Website terms of use and privacy notice and/or to register with the Website, and your failure to do so may restrict you from accessing or using certain of the Application's features and functionality. Any violation by you of such terms of use will also be deemed a violation of this Agreement.
- 7. <u>Updates; Suspension of Service.</u> Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree, unless otherwise specified, that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the internet either: (a) the Application will automatically download and install all available Updates or (b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Application or portions of the Application may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement. Company reserves the right to suspend your use of the Application, in its discretion, to modify, enhance, protect and/or maintain the integrity or security of the Application. Company also has the right to immediately suspend or terminate your use of the Application for any breach of this Agreement.

- 8. Third-Party Materials. The Application may display, include, or make available third-party content and services, including but not limited to data, information, software, and other products, services, and/or materials, including but not limited to those that are owned and controlled by third party providers and re-sold by Company ("Third-Party Materials"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links to such materials are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to any separate terms and conditions applicable to such Third-Party Materials.
- 9. <u>Term and Termination</u>. The term of this Agreement commences when you download the Application and will continue in effect until terminated by you or Company as set forth in this Section. If you or the person or entity responsible for paying any fees that permit you to use the Application (a "Subscriber") either (a) fail to make any payments when due for the Application or (b) breach this Agreement, Company shall have the right to terminate this Agreement. You or the Subscriber may also terminate this Agreement pursuant to any applicable subscription terms and conditions offered by the Company. Company reserves the right to stop offering the Application to you or the applicable Subscriber, and in such case this Agreement shall be terminated. Upon termination of this Agreement, you or the applicable Subscriber to the Application will be responsible to pay Company for any unpaid fees. Upon termination, all rights granted to you under this Agreement will also terminate and you must cease all use of the Application and delete all copies of the Application from your Device and account. Termination will not limit any of Company's rights or remedies at law or in equity.
- 10. <u>Disclaimer of Warranties</u>. THE APPLICATION IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, BE SECURE, BE FREE OF MALWARE OR HARMFUL CODE, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
- 11. <u>Limitation of Liability.</u> (A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO SECTION 11(B) BELOW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE WEBSITE FOR: (I) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER; AND (II) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU OR THE SUBSCRIBER FOR THE APPLICATION IN THE TWELVE MONTHS PRIOR TO YOUR CLAIM. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (B) SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY, AND IN SUCH CASE, SOME

OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS OF LIABILITY MAY NOT APPLY TO YOU. (C) THIS SECTION 11 IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE AGREEMENT BETWEEN COMPANY AND YOU. COMPANY WOULD NOT BE ABLE TO PROVIDE THE APPLICATION ON AN ECONOMIC BASIS WITHOUT SUCH LIMITATIONS. THESE PROVISIONS SHALL ENURE TO THE BENEFIT OF COMPANY AND ITS LICENSORS, SUPPLIERS, SERVICE PROVIDERS AND AFFILIATES.

- 12. <u>Indemnification</u>. You agree to indemnify, defend, and hold harmless Company and its affiliates and their respective officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your (a) use or misuse of the Application, (b) breach of this Agreement, (c) violation of any applicable law, rule or regulation.
- Confidential Information. You may not at any time, directly or indirectly, use or disclose or furnish to any other person or entity, any Confidential Information (as defined below) of the Company. Notwithstanding the foregoing, if specifically required by a court of competent jurisdiction, governmental agency, or administrative body having proper jurisdiction or authority, you may disclose such Confidential Information, but you must first provide written notice to the Company prior to such disclosure and provide the Company with reasonable time to challenge the order compelling such disclosure. For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information about the Company, including but not limited to information relating to its finances, pricing, purchasing activity, business and marketing plans, product development, customer and supplier lists and information, and technology, software, data and other non-public, proprietary and confidential information. If you breach this Section by disclosing the Confidential Information, such information shall remain subject to this Section. You acknowledge and agree that the covenants contained in this Section are reasonable and necessary for the protection of the Company and its business and that your breach hereof would irreparably injure the Company and that there is no adequate remedy at law for any such breach. Accordingly, in addition to pursuing any other remedies it may have in law or in equity, the Company may obtain injunctive relief in any court, foreign or domestic, having the capacity to grant such relief, to restrain any such breach of this Section by you, and to enforce the provisions of this Section.
- 14. <u>Product Warning</u>. DISTRACTION MAY CAUSE ACCIDENTS. DO NOT USE THE APPLICATION WHILE OPERATING MACHINERY, EQUIPMENT OR VEHICLES, OR WHILE PERFORMING ANY DANGEROUS ACTIVITY.
- Limitations of Technology; Not for Emergency Use. The Application is based on cellular, wireless, internet, and/or other telecommunications technology which may become unreliable or unavailable at times, or obsolete in the future, as a result of changes in such technology or actions by telecom entities, regulators, and/or third parties, including, but not limited to, with respect to cellular technology in mapping applications. In such event, Company shall have no obligation to issue a refund or furnish a replacement Application. Further, Company shall incur no liability arising from a lack of network capacity of the Application which results from concentrations of usage in certain locations. With respect to wireless technology applicable to the Application, Company is not obligated to update or maintain any particular technology if a wireless or other telecommunications provider changes, reduces or terminates such technology network. You acknowledge that the geographic network coverage of cellular or other wireless service providers is subject to change and Company shall have no liability to you for any adverse changes to any such wireless network or other telecommunications coverage. The Application is not designed for emergency use or communication and Company shall have no liability whatsoever if you or any user uses or attempts to use the Application in any emergency. CELLULAR AND/OR WIRELESS COMMUNICATION PLANS AND THE PRODUCTS AND SERVICES OFFERED THEREUNDER ("DATA PLANS") ARE MANAGED, OWNED AND/OR CONTROLLED BY THIRD PARTIES (INDIVIDUALLY AND COLLECTIVELY, "NETWORKS") AND NOT BY COMPANY, BUT MAY BE OFFERED OR RE-SOLD BY COMPANY. COMPANY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR SUCH DATA PLANS. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST THE COMPANY ARISING OUT OF OR IN CONNECTION WITH THE DATA PLANS AND/OR THE ACTIONS OR OMISSIONS OF THE NETWORKS.

WITH RESPECT TO ANY DATA PLANS, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT COMMUNICATIONS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION. COMPANY MAKES NO GUARANTEE REGARDING THE SECURITY OR ENCRYPTION EMPLOYED BY ANY NETWORK OR THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING BY ANY NETWORK. COMPANY MAKES NO GUARANTEE THAT NETWORK SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO YOUR DATA AND INFORMATION.

- 16. <u>Safeguarding</u>. You shall safeguard the Application (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any copy protection or security features of the Application.
- 17. <u>Feedback.</u> You hereby grant Company a non-exclusive, royalty-free, worldwide, irrevocable, perpetual, sublicensable, transferable license to use, copy, modify, otherwise exploit, distribute, display, or create derivative works of and incorporate into the Application and any other products or services any suggestions, enhancement requests, recommendations or other feedback you provide to the Company about the Application and its other products or services.
- 18. Compliance with Law; Export Regulation. You shall comply with all applicable laws, rules and regulations in connection with your use of and access to the Application. The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.
- 19. <u>Insurance</u>. During the term of this Agreement, you agree to maintain at all times all necessary, reasonable and customary insurance, with coverages consistent with prevalent standards in the industry, to cover any liability you may incur under this Agreement.
- 20. <u>Independent Contractors</u>. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between you and the Company. You and the Company are independent contractors. Neither party has any authority to act on behalf of, or to bind the other to any obligation.
- 21. <u>Severability</u>. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
- 22. <u>Governing Law.</u> This Agreement all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Delaware and the United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.
- 23. <u>Limitation on Type of Claims; Limitation of Time to File Claims.</u> YOU AGREE TO NOTIFY THE COMPANY IN WRITING (A "CLAIM NOTICE") OF ANY CLAIM OR CAUSE OF ACTION AGAINST THE COMPANY ("CLAIM") AT LEAST 30 DAYS PRIOR TO FILING ANY PLEADING OR NOTICE OF SUCH CLAIM WITH ANY COURT, TRIBUNAL, OFFICE OR ADMINISTRATIVE BODY OF ANY KIND, CHARACTER OR NATURE ("COURT"). YOUR CLAIM NOTICE SHOULD BE SENT TO SENSATA TECHNOLOGIES, INC, 529 PLEASANT ST, ATTLEBORO, MA 02703, ATTENTION: GENERAL

COUNSEL/LEGAL DEPARTMENT BY HAND OR RECOGNIZED OVERNIGHT COURIER WITH PROOF OF DELIVERY. YOU MUST ATTEMPT TO SETTLE YOUR CLAIM WITHIN 30 DAYS FOLLOWING THE DELIVERY OF YOUR CLAIM NOTICE ("CLAIM PERIOD"). THE COMPANY SHALL HAVE THE SOLE AND ABSOLUTE RIGHT IN ITS DISCRETION TO CAUSE SUCH CLAIM TO BE EXCLUSIVELY AND FINALLY RESOLVED BY BINDING ARBITRATION BY A RECOGNIZED PRIVATE ENTITY IN ACCORDANCE WITH THE RULES AND REGULATIONS OF SUCH ENTITY, INSTEAD OF BEING HEARD BY A COURT, REGARDLESS OF WHETHER YOU FILE YOUR CLAIM PRIOR TO THE COMPANY'S EXERCISE OF ITS RIGHT TO ENGAGE IN SUCH ARBITRATION. IF YOU HAVE FILED YOUR CLAIM IN COURT PRIOR TO COMPANY'S EXERCISE OF ITS RIGHT TO ENGAGE IN SUCH ARBITRATION, YOU AGREE TO DISMISS SUCH CLAIM AND REMOVE IT FROM THE COURT IF THE COMPANY DEMANDS SUCH ARBITRATION. COMPANY SHALL ALSO HAVE THE SOLE AND ABSOLUTE RIGHT IN ITS DISCRETION TO CAUSE ANY CLAIM TO BE DETERMINED BY A JUDGE AND NOT BY A JURY, AND IN SUCH EVENT, YOU AGREE TO WAIVE YOUR RIGHTS TO A JURY TRIAL. YOU HEREBY WAIVE YOUR RIGHTS TO BRING ANY CLAIM AS PART OF A GROUP OR CLASS OF PLAINTIFFS OR COMPLAINANTS, SUCH AS ANY ACTION OR PROCEEDING IN WHICH YOU ARE NOT THE SOLE PLAINTIFF OR COMPLAINANT. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES, OTHERWISE SUCH CLAIM IS PERMANENTLY BARRED.

- 24. <u>Waiver</u>. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.
- 25. <u>Force Majeure</u>. Company will not be responsible for failure of performance due to an event beyond its reasonable control, including accidents, severe weather events, acts of God, actions of any government agency, pandemic, acts of terrorism, or the stability or availability of the Internet or portions thereof.
- 26. <u>Changes to Agreement</u>. Company reserves the right to make changes to this Agreement from time to time in its sole discretion. All changes shall be effective immediately when posted.
- 27. <u>Entire Agreement</u>. This Agreement and the Privacy Notice constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.
- 28. <u>Survival</u>. The following provisions shall survive any expiration or termination of this Agreement: (a) Sections 10, 11, 12 and 13; (b) all licenses granted by you under this Agreement; (c) all provisions that are applicable to the making and resolution of claims under this Agreement; (d) all provisions related to the protection and preservation of the Company's intellectual property rights; and (e) those definitions and provisions which must reasonably and logically survive in order to effectuate the intent of this Agreement.
- 29. <u>Assignment and Subcontracting</u>. Your rights and obligations under this Agreement may not be assigned or otherwise transferred by you, unless specifically required by law or a court of competent jurisdiction. The Company shall have the right to assign or transfer this Agreement or its rights and obligations hereunder in its sole discretion. The Company shall have the right to use subcontractors or other designees to exercise its rights or perform its obligations under this Agreement. The rights and obligations of the parties to this Agreement shall enure to the benefit of each party's successors and assigns permitted under this Section.