



## HeroDevs Partner Acceptance Document

**Partner Information (the “Partner”):**

<b>Partner Name</b>		<b>Partner Contact Name</b>	
<b>Partner Address</b>		<b>Partner Contact Title</b>	
		<b>Partner Contact Email</b>	

**Territory:**

<input type="checkbox"/>	Global
<input type="checkbox"/>	North America & Canada
<input type="checkbox"/>	Latin America & Caribbean
<input type="checkbox"/>	United Kingdom & Ireland
<input type="checkbox"/>	Europe
<input type="checkbox"/>	EMEA

<input type="checkbox"/>	Middle East & North Africa
<input type="checkbox"/>	South Africa
<input type="checkbox"/>	APAC
<input type="checkbox"/>	ASEAN
<input type="checkbox"/>	Australia & New Zealand
<input type="checkbox"/>	Other:

This HeroDevs Partner Acceptance Document (“PAD”), upon execution by the parties, authorizes Partner to participate in one or more of the HeroDevs Partner Programs (marked below) in the Territory(ies) indicated above and sets forth the terms and conditions of Partner’s participation. The Agreement is comprised of this HeroDevs Partner Acceptance Document, the HeroDevs Partner Agreement (including each applicable program(s) selected below), and transaction document(s) entered into pursuant to these terms (collectively, the “Agreement”). By executing this PAD, you are hereby accepting the HeroDevs Partner Agreement, as attached to this PAD or as otherwise referenced, below.

**HeroDevs Deal Registration contact (e-mail address)\*:**

[apacdealreg@herodevs.com](mailto:apacdealreg@herodevs.com)

For deals originating from the **RED** selections above.

[emeadealreg@herodevs.com](mailto:emeadealreg@herodevs.com)

For deals originating from the **GREEN** selections above.

[namdealreg@herodevs.com](mailto:namdealreg@herodevs.com)

For deals originating from **BLUE** selections above.

\*The emails set forth herein shall be used for deal registration purposes only. However, HeroDevs’ deal registration process may change from time to time and a Partner’s deal registration process may vary, as mutually agreed upon, and differ from the above.







## HeroDevs Partner Agreement

This HeroDevs Partner Agreement is entered into by and between HeroDevs, Inc., with its principal place of business at 8850 S 700 E, #2437, Sandy, UT 84070, United States (“HeroDevs”), and Partner as of the Effective Date.

### 1. DEFINITIONS

- 1.1. “Affiliate(s)” means any entity controlling, controlled by, or under common control with a Party, a Party is deemed to be “controlling”, “controlled” or under “control” of aforementioned entity where such Party holds ownership of more than fifty percent (50%) voting securities in such entity.
- 1.2. “Community Software” means publicly available open-source software.
- 1.3. “End User” means Partner’s customer and/ or the entity or organization which are authorized to access and use the Subscription Services.
- 1.4. “End User Terms” means the mutually agreed upon terms governing End User’s usage of the Subscription Services, or if no such terms exist, then the HeroDevs Subscription Agreement as found at <https://docs.herodevs.com/legal>.
- 1.5. “HeroDevs Partner Acceptance Document” means the HeroDevs form, if accepted, authorizing Partner to participate in the related Program(s).
- 1.6. “Order Form” means the written agreement between the Parties which documents the applicable Subscription Services, quantity, term, and Fee(s), and any other applicable transaction details.
- 1.7. “Program” means the HeroDevs Partner Program Terms and Conditions, the applicable HeroDevs Partner Programs, and the HeroDevs Partner Program Benefits and Tiers, which establish specific partnership, including the obligations and benefits (discounts, referrals, etc.) expected of Partner with respect to Partner’s participation as a HeroDevs Partner.
- 1.8. “Services” means the HeroDevs developed and created updates, compatibility fixes, and security updates, or other support services with respect to the Software.
- 1.9. “Software” means a separately maintained and modified version of the Community Software, as provided by HeroDevs to End User by way of a Subscription Service.
- 1.10. “Subscription Service” means the Software and Services that are made available to an End User in accordance with a HeroDevs’ Subscription Agreement or other mutually agreed to end user terms.
- 1.11. “Trademarks” means a Party’s corporate name, logo, and “button” or “icon” for use within third party software to indicate an available integration or partnership, and any other logos, slogan(s), service marks, trademarks, trade names, and certification marks.

### 2. APPOINTMENT, PARTNERSHIP, AND LICENSE

- 2.1. This Agreement sets forth the terms and conditions upon which Partner is hereby authorized to act as an official HeroDevs partner, subject to the terms of this Agreement and the applicable partner Program. Partner’s participation hereunder is non-exclusive and subject to the territory(ies) (the “Territory(ies)”) as set forth in the PAD. HeroDevs may update the terms to the Program every fiscal year. Partner’s benefits and discounts under the Program are subject to the fiscal year associated with such benefits and discounts.
- 2.2. Subject to Partner’s compliance with this Agreement and the Program, HeroDevs hereby grants to Partner a revocable, non-transferable, non-exclusive, royalty free, and limited



license to use the Subscription Services as necessary for Partner to meet its objectives and requirements under the applicable Program.

**2.2.1.** In the event Partner wishes to use the Subscription Services for its internal use, Partner shall enter into a HeroDevs Order Form and, unless as otherwise agreed upon, such Order Form shall be governed by the End User Terms.

- 3.1 Subject to Partner's compliance with this Agreement and the applicable Program, HeroDevs hereby grants to Partner a revocable, non-transferable, non-exclusive, royalty free, and limited license to use HeroDevs marketing materials for which HeroDevs makes available to Partner (the "Promotional Material"), solely for the purposes of marketing, promoting, and supporting Partner to meet its objectives and requirements under the applicable Program.
- 3.2 Subject to this Agreement and the Program, each party further grants to the other a revocable, non-exclusive, non-transferable, royalty-free right to display such party's respective trademarks for the sole purpose of identifying the other as a partner.

### **3. JOINT MARKETING**

- 3.3 Partner and HeroDevs agree to make commercially reasonable efforts to engage in joint marketing activities. Such activities may include sponsorship events, conferences, advertisements, social media events, and more. All intellectual property rights to any materials created to promote the activities set forth under this Agreement (the "Marketing Materials") will be solely owned by HeroDevs. Upon termination of this Agreement, Partner shall promptly cease use of any Promotional Materials and Marketing Materials.
- 3.4 Partner will use diligent efforts to actively market, demonstrate, and promote the Subscription Services, including regularly demonstrating the Subscription Services and representing the Subscription Services accurately and fairly.
- 3.5 Neither party shall acquire any rights of ownership to any copyrights, patents, trade secrets, trademarks, or other intellectual property of the other party, including any Promotional Materials and Marketing Materials.

### **4. PARTNER OBLIGATIONS**

- 4.1. For any potential deal opportunities, Partner shall submit each such deal opportunities, in accordance with the Program, to the HeroDevs deal registration as set forth in the PAD, or as otherwise directed by HeroDevs.
- 4.2. Partner shall (a) inform any End User that the Subscription Services are subject to the End User Terms, and (b) ensure that any transactional document includes the mandatory application of the End User Terms.
- 4.3. Partner will advise HeroDevs of any violations to the Subscription Services, including but not limited to unauthorized use, access, copying, or distribution of the Subscription Services, as Partner may become aware of. Further, Partner agrees to provide HeroDevs with all reasonable assistance to rectify any such violation.
- 4.4. Partner shall submit to creditworthiness checks upon reasonable request by HeroDevs.
- 4.5. Partner shall obtain and/ or maintain any registration or approvals required to operate in its authorized Territory, including complying with all applicable export laws, restrictions, and regulations of any authority, and shall be solely responsible and liable for any expenses relating to any licenses and/ or exemptions necessary for adhering to any such laws, restrictions, or regulations.

- 4.6. Partner will promptly notify HeroDevs of any change that partner knows or should reasonably be aware of with respect to laws, regulations, or other legal requirements that may affect Partner's or HeroDevs' performance under this Agreement.
- 4.7. Partner shall at all times, and for two (2) years after the termination of this Agreement, maintain, at its sole cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to insure Partner's activities performed under this Agreement. Partner shall provide to HeroDevs, upon reasonable request, evidence and proof of such insurance.

## **5. RESTRICTIONS**

- 5.1 Partner shall not market or transact (or attempt to transact) the Subscription Services outside of the Territories.
- 5.2 Unless as otherwise agreed upon in writing, or as authorized under a Program, Partner shall not: (a) post or distribute the Services (or any portion thereof) on any means for which is publicly accessible; (b) provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, the Subscription Services; (c) disclose to any third party any benchmarking or comparative study involving the Subscription Services; (d) reverse engineer, disassemble, decompile, modify, or create derivative works of the Subscription Services; (e) export any portion of the Subscription Services in violation of any applicable laws or regulations; or (f) remove or alter any copyright, trademark, or other proprietary notice from the Subscription Services or any associated documentation.
- 5.3 Partner shall not make any representations, warranties, guarantees, or other commitments with respect to the specifications, features, or capabilities of the Subscription Services other than those that are consistent with those contained in any such documentation as supplied by HeroDevs.
- 5.4 Partner shall not modify or alter any Promotional Materials, Services, or documentation associated to such Services, or create new products or services based upon any Confidential Information, Promotional Materials, Services, or documentation associated to such Services unless as expressly approved for in writing by HeroDevs. Any modifications made to the aforementioned shall automatically become HeroDevs' property and Partner will automatically assign, and agrees to provide all documents to effectuate as such, ownership to such modifications to HeroDevs.
- 5.5 Partner shall not use any Subscription Services to create a competing product, either directly or indirectly. Further, Partner shall not, nor will it permit others to, take any action that would reasonably be expected to harm HeroDevs or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to HeroDevs.
- 5.6 Unless as otherwise agreed upon, or as authorized under a Program, Partner may not appoint any resellers or distributors.

## **6. FEES, PAYMENT, DISPUTES, INVOICING, AND AUDITING**

- 6.1. Unless otherwise agreed to between the parties, or as set forth in an applicable Program, the fees due shall be in accordance with this Section 6, which are net thirty (30) calendar days after the date of invoice. Partner may dispute, in writing, a HeroDevs invoice within five (5) days after receipt of such invoice. If no such dispute is received within this timeframe, such invoice will be deemed to have been accepted. All invoices amounts are in U.S. dollars. Any HeroDevs invoice not paid by the due date shall bear interest at one-and-one-half percent (1.5%), or the highest rate allowed by applicable law, whichever

is lower. If Partner fails to make payments when due and in addition to its other rights and remedies, HeroDevs will have the right to suspend or terminate this Agreement and to recover its reasonable costs and expenses, including reasonable attorneys' fees, expended in collection of such payments.

- 6.2. All fees are exclusive of taxes. Partner is solely responsible for any applicable taxes, including but not limited to federal, local, sales, use, VST, or GST, that may be imposed (collectively, the "Taxes"). Upon reasonable request from HeroDevs, Partner shall provide HeroDevs with a copy of its (a) tax residency certificate and/ or (b) reseller sales tax exemption certificates. Partner agrees to be responsible for any such Taxes and to reimburse HeroDevs for any such paid Taxes (including any penalties assessed) HeroDevs pays on behalf of Partner under any such Order Form. Where Partner is required, by any applicable regulatory authority, to withhold certain taxes against any HeroDevs invoices, Partner must provide HeroDevs with a certificate of tax withheld, identifying how much tax is being withheld. If Partner does not provide HeroDevs with such certificate, Partner may not withhold any taxes against HeroDevs invoices.
- 6.3. Partner will keep (and maintain for at least two (2) years following termination of this Agreement) accurate records and accounts, in accordance with industry standard practices, in connection with this Agreement, and upon written request, will provide such records to HeroDevs for examination. Any such examination shall be conducted by an independent third party selected by HeroDevs.
  - 6.3.1. If such examination reveals a discrepancy where Partner has issued unpaid Subscription Services to third parties (leading to an underpayment to HeroDevs), Partner shall immediately true-up for any such underpayment.

## **7. TERM, TERMINATION, AND EFFECT OF TERMINATION**

- 7.1. This Agreement shall commence on the Effective Date and remain in effect until as otherwise terminated in accordance with this Section 7.
- 7.2. Either Party may terminate this Agreement for convenience upon the delivery of sixty (60) days' prior written notice of such termination to the other Party. Notwithstanding the foregoing, termination of this Agreement in accordance with this Section 7.2 shall not impact any Subscription Service already deployed or sold by Partner. Any such Subscription Service shall continue to be governed by the terms of this Agreement and the applicable Order Form so long as such Subscription Service remains active. Upon the expiration or termination of all active Subscription Services, this Agreement shall then terminate. In such an event of termination, Partner shall use all commercially reasonable efforts to ensure a positive transfer of the End User relationship to HeroDevs, including, but not limited to, providing HeroDevs with reasonable assistance and information related to the End User.
- 7.3. Either party may terminate this Agreement immediately upon written notice to the other party due to a material breach by such party which: (a) has remained uncured for a period of thirty (30) days from the date of delivery of written notice, or (b) is incurable.
- 7.4. In the event of any termination all licenses granted by each party to the other party relating to such partnership(s) shall immediately terminate and partner shall immediately destroy or return to HeroDevs all material belonging to HeroDevs, its Affiliates or its licensors, including without limitation all copies of HeroDevs's Confidential Information related to such partnership and Partner shall promptly certify to HeroDevs in writing that it has done so. Sections 1, 4.7, 5, 6, 7.4, 8, 9, 11, 12, 14, and 15 shall survive the termination or expiration of this Agreement.

## 8. CONFIDENTIALITY

- 8.1. "Confidential Information" means non-public, proprietary, business, technical, security, legal, or financial information that is either marked or identified as Confidential Information or would reasonably be understood to be confidential, including source code, processes, services, trade secrets, marketing and business plans, client lists, financial information, system architecture, security programs, and intellectual property. Confidential Information shall not include any information that: (a) is, or becomes, generally available to the public through no fault of, or breach of, this Agreement by the Receiving Party; (b) was rightfully in the Receiving Party's possession at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the Receiving Party without reliance on, or use of, the Disclosing Party's Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party not under a duty of confidentiality and without restriction on use or disclosure. For purposes of this section, "Disclosing Party" means the Party disclosing its Confidential Information and "Receiving Party" means the party receiving the Confidential Information.
- 8.2. Neither party shall disclose Confidential Information of the other party to anyone or use Confidential Information of the other party for any purpose except as necessary to exercise their rights or obligations under this Agreement as set forth herein (the, "Permitted Purposes"). Each party shall use at least the same degree of care (but no less than reasonable care) to prevent the unauthorized use, dissemination, and copying of the other party's Confidential Information as it uses to protect its own confidential information of a like nature. Each Party shall limit the disclosure of such Confidential Information to those of its employees, consultants, Affiliates, advisors, and contractors (each, a "Representative") with a need to know such Confidential Information solely for the Permitted Purposes, and all such Representatives must be subject to confidentiality obligations no less restrictive as those set forth herein. Each party shall be responsible for any breach of this Section 8.2 by its Representatives.
- 8.3. The obligations of confidentiality under this Section 8 shall expire three (3) years after that Confidential Information is disclosed hereunder. Receiving Party shall promptly return or destroy (or in the case of electronic data, use commercially reasonable efforts to delete or render inaccessible) Confidential Information disclosed upon the Disclosing Party's written request and certify in writing to the Disclosing Party of the same.
- 8.4. This Agreement shall not be construed to prevent the Receiving Party from disclosing the Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the Receiving Party: (a) gives reasonable notice (or such shorter period as is the maximum notice permitted under applicable law) before making the disclosure, unless prohibited by law; (b) provides reasonable assistance to the Disclosing Party in any lawful efforts by the Disclosing Party to resist or limit the disclosure of such Confidential Information at the Disclosing Party's cost; and (c) discloses only that portion of the Confidential Information which is legally required to be disclosed.
- 8.5. All Confidential Information disclosed under this Agreement will remain the property of the Disclosing Party. No license or right under any intellectual property right is granted under this Agreement or by any disclosure of Confidential Information except as expressly stated in this Agreement.

## 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The parties acknowledge and agree that, as between the parties, HeroDevs and its suppliers exclusively owns all right, title, and interest in and to the Subscription Services, including but not limited the trade name, Trademarks, service marks, logos, advertising slogans, icons, copyrights, patents, methodologies, technologies, trade secrets, know how, intellectual property, information, and system data (whether pre-existing, or created after the Effective Date), including any modifications, enhancements and derivatives thereof (the “HeroDevs IPR”). Partner does not acquire any rights, express or implied to any HeroDevs IPR, except as expressly granted herein. Partner acknowledges and agrees that its rights in and to HeroDevs IPR are limited to the license rights set forth in this Agreement.
- 9.2. Partner will not claim ownership or proprietary rights in HeroDevs IPR. HeroDevs and/ or its suppliers will own all rights in any copy, translation, modification, adaptation, or derivation on all HeroDevs IPR or other HeroDevs Confidential Information, including any improvement or development thereof. Any rights not expressly granted herein are reserved by HeroDevs.
- 9.3. Partner acknowledges that the Subscription Services will contain certain third-party software. Such third-party software may be subject to additional third-party licenses and that Partner may be subject to such third-party software licenses. Partner acknowledges and agrees that it will be fully compliant with any such third-party software.

## 10. WARRANTIES

- 10.1. Each party represents and warrants to the other that: (a) it has the right to enter into this Agreement, including the performance of its obligations hereunder, (b) this Agreement do not conflict with any other agreement entered into by it, and (c) it will follow all applicable laws including with respect to any export laws or regulations that may apply to the Subscription Services.
- 10.2. EXCEPT FOR THE FOREGOING WARRANTIES AND ANY WARRANTIES CONTAINED IN THIS AGREEMENT, IF ANY, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, HERODEVS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, CONCERNING OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING.

## 11. INDEMNIFICATION

- 11.1. Partner will indemnify, hold harmless and defend HeroDevs and its Affiliates from and against any claim, loss, cost, liability or damage, including reasonable attorneys’ fees, for which HeroDevs becomes liable arising from or relating to: (a) Partner’s actions or activities under this Agreement which infringes or violates a third parties intellectual property rights (including any third party software licenses), (b) any breach by Partner of applicable laws rules and regulations, or (c) the issuance by Partner of any warranty or representation to an End User regarding HeroDevs Subscription Services not specified in this Agreement.
- 11.2. HeroDevs will indemnify, hold harmless and defend Partner and its Affiliates from and against any third-party claim, loss, cost, liability, or damage, including reasonable attorneys’ fees, for which Partner becomes liable arising from or relating to HeroDevs’s infringement of a third-party’s patent or copyright within the Services. The foregoing

obligations do not apply with respect to portions or components of the Services: (a) not created by HeroDevs, (b) that are modified by Partner, End User, or any third-party, or at Partner's or End User's or any third-party's direction, after delivery by HeroDevs, (c) combined with other products, software, or materials where the alleged infringement relates to such combination, (d) where Partner and/ or End User continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (e) where Partner's or End User's use of the Subscription Services are not in accordance with this Agreement.

- 11.3. The indemnified party shall notify the indemnifying party in writing promptly upon learning of any claim or suit for which indemnification may be sought; provided that failure to do so shall not affect the indemnity except to the extent the indemnifying party is prejudiced thereby. The indemnifying party shall have control of the defense or settlement, provided that no settlement that: (a) does not provide for the full release of indemnified party (and its respective successors and permitted assigns), or (b) requires indemnified party to take or refrain from taking any action, shall be entered into without indemnified party's prior written approval. The indemnified party shall have the right to participate in such defense or settlement with counsel of its own selection and at its sole expense. The indemnified party shall reasonably cooperate with the defense, at the indemnifying party's expense.

## **12. LIMITATION OF LIABILITY**

- 12.1. To the maximum extent permitted by applicable law, HeroDevs will not be liable for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for: (a) loss of profits, goodwill, use, data, or other intangible losses (even if the party has been advised of the possibility of such damages), including any such damages resulting from the use or the inability to use, provide, or receive the Subscription Services; (b) the cost of procurement of substitute goods and services resulting from any failure of goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Subscription Services; (c) unauthorized access to or alteration of transmissions or data; (d) statements or conduct of any third party on the Subscription Services; or (e) any other matter relating to the Subscription Services.
- 12.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF HERODEVS FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, SUBSCRIPTION SERVICES, OR RELATED DOCUMENTATION OR MATERIALS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION) SHALL NOT EXCEED TWELVE (12) MONTHS THE FEES PAID BY HERODEVS TO PARTNER.

## **13. COMPLIANCE WITH LAWS**

- 13.1. The parties shall comply with applicable laws, regulations and other legal requirements as may be applicable to each party, including, without limitation, tax, import or export restrictions, data privacy and security, foreign exchange and consumer protection legislation.
- 13.2. The parties agree to comply with the United States Export Administration Act or any other applicable import or export laws, restrictions, or regulations or target any current or prospective End User in any territory restricted by such regulations.

## **14. GOVERNING LAW**

- 14.1. This Agreement and any disputes arising out of or related to this Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. With respect to all disputes arising out of or related to this Agreement, the parties consent to exclusive jurisdiction and venue in the courts located in the district for the state of Delaware. Either party may seek injunctive or other emergency relief in any competent court.
- 14.2. Each party understands and agrees that, notwithstanding any other provision of this Agreement, any breach of Sections 8 or 9 of this Agreement by a party may cause the other party irreparable damage for which recovery of money damages may be inadequate, and that the non-breaching party shall therefore be entitled to seek injunctive relief to protect its rights under this Agreement in addition to any and all remedies available at law.

## 15. MISCELLANEOUS

- 15.1. Partner represents and warrants that Partner has obtained the necessary consent from any referral client or End User prior to providing to HeroDevs the name, contact information, or any other data that identifies such party. Partner further represents and warrants that Partner is in compliance with all applicable privacy laws and regulations.
- 15.2. Neither party will be responsible for any failure to perform or delay in performing any of its obligations under this Agreement to the extent such failure or delay results directly or indirectly from an event beyond such party's reasonable control.
- 15.3. Neither party shall engage in any deceptive, misleading, illegal or unethical practices, including but not limited to the use of the other party's intellectual property, that may be detrimental to the other.
- 15.4. Except as otherwise specified in this Agreement, the parties are independent contractors and this Agreement does not create an association, partnership, joint venture, or relationship of principal and agent, or employer and employee, between the parties. Neither party will have the right, power, or authority (whether expressed or implied) to enter into, incur or assume any duty or obligation on behalf of the other party. Partner personnel are not, nor shall at any time be deemed to be, personnel, employees, agents, and/ or contractors of HeroDevs.
- 15.5. This Agreement contains the entire agreement of the parties, and supersedes any and all previous agreements with respect to the subject matter hereof, whether oral or written.
- 15.6. If a conflict occurs between this Agreement or HeroDevs order forms and unless otherwise specifically stated in any such order form, the order of precedence shall be: (a) order form then (b) this Agreement.
- 15.7. No term or provision hereof shall be deemed waived and no breach consented to or excused, unless such waiver, consent or excuse shall be in writing and signed by the party claimed to have waived or consented. Should either party consent, waive or excuse a breach by the other party, such shall not constitute a consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach.
- 15.8. Neither this Agreement nor any rights or obligations hereunder may be assigned or subcontracted by Partner, whether by operation of law (including by way of sale of assets, merger, consolidation, or otherwise) or voluntarily, without the prior written consent of HeroDevs, such consent not to be unreasonably withheld. Any such assignment or subcontracted arrangement in violation of the foregoing shall be null and void. HeroDevs may assign this Agreement at its sole discretion, upon written notice to Partner. This



Agreement binds, and inures to the benefit of, the parties and their respective successors and permitted assigns.

- 15.9. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and the unenforceable provision shall be interpreted so as to render it enforceable while approximating the parties' intent as closely as possible.
- 15.10. All notices and consents required or permitted to be given under this Agreement shall be in writing to the parties at the addresses designated herein or to such other address as either party may designate to the other by written notice and shall be effective upon receipt. Written notice shall be made in the form of a certified letter, confirmed facsimile transmission, or acknowledged receipt of electronic mail. In the case of notices provided to HeroDevs, a copy is required to be sent via email to [legal@herodevs.com](mailto:legal@herodevs.com).
- 15.11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all ancillary documents may be executed and delivered by facsimile or other electronic signature by one party to the other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.