

160 BigBlueButton web conferencing

Service Definition

1. Introduction

This document contains the 3rd party terms that apply to the BigBlueButton web conferencing service and should be read in conjunction with our Terms of Business available at <https://tob.hubkengroup.com>. In the event of any inconsistency between the provisions of this document and our Terms of Business, the terms contained within this document (in respect of such inconsistency) shall prevail.

2. Quotas

2.1. Concurrent sessions

Sessions are concurrent if any part of a session overlaps with any part of another session on the same subscription.

2.1.1. Conference Plus

The basic subscription is for one session. If you want to offer Concurrent sessions you must purchase additional Concurrent sessions for your subscription. If you exceed the number of Concurrent sessions purchased, you agree to purchase additional Concurrent sessions at least to equal the highest number you have used. The additional subscription fees for this increase are due immediately.

Maximum recording time: 9 hours.

2.1.2. Conference

You may have one session in progress at any time. If you exceed this quota, you must upgrade to a suitable Conference Plus subscription. If you continue to exceed the single session quota we may remove the service.

Maximum session duration: 60 minutes.

Session recordings cannot be downloaded.

2.2. Session user limits

2.2.1. Conference Plus

250 per session.

2.2.2. Conference

25 per session.

3. Technical requirements

3.1. Presenter requirements

- 2 GB of memory and a 1Ghz processor
- A minimum recommended upstream and downstream bandwidth of 1 Mbits/sec
- Google Chrome, Mozilla FireFox or Microsoft Edge (2020)
- Headset for audio
- Webcam and microphone
- Use of wired network connection

3.2. Requirements for restricted networks

3.2.1. Ports

The following ports should be accessible:

- TCP connections to ports 80, 443 (HTTP & HTTPS)
- TCP connections to port 1935 (Flash media)
- UDP connections to ports 16384-32768 (WebRTC media)

3.2.2.

Firewall whitelisting

All servers are dynamically created so fixed addresses for whitelisting are not available.

4. Recording of sessions

4.1. BigBlueButton sessions initiated from the LMS plugin

4.1.1. Case #1: The session is set to not record

Result: Only data for support purposes (“Support Data”) is recording on the server. No meeting data is processed and converted into a recording. For a full description of Support Data see <https://blindsidenetworks.com/gdpr/>.

4.1.2. Case #2: The session is set to be recorded

Result: All content shared during a session is recorded on the BigBlueButton server (“RAW Data”) and is retained for 14 days, after which it is automatically deleted.

When the session finishes, if the Start/Stop record button was not pressed during the session, there is no playback file created.

If the Start/Stop record button was pressed during the session, a copy of the RAW Data is processed and encoded into a playback file (“Playback File”) that can be accessed from within the LMS.

When a playback file is created, it will be retained in for 7 days.

If you have a Conference Plus plan, then recordings are retained until you delete them via the LMS interface (or delete the BigBlueButton activity associated with the recordings).

4.1.3. Recovery of Conference Plus recordings

For Conference Plus plans: If you forgot to click Start/ recording, or if you accidentally delete the Playback File and you contact us within 7 days of either event, we will ask Blindsided Networks to attempt to recover the recording.

4.2. Conference Plus sessions initiated from the Personal Rooms (Greenlight) interface

All sessions initiated via the Personal Rooms interface have recording enabled by default.

Session data is treated as follows:

(a) The RAW data is retained on the BigBlueButton server for 14 days, after which it is automatically deleted

(b) A Playback File will be created if you pressed the Start/Stop Record button during the session

(c) If you forgot to click Start/Stop recording, or if you accidentally delete the Playback File and you contact us within 7 days of either event, we will ask Blindside Networks to attempt to recover the recording.

4.3. Maximum recording duration

9 hours

4.4. Notice of your intention to terminate

You must provide us with written notice 60 days prior to the renewal date if you no longer require the service.

5. Partner

The web conferencing services are provided by our partner Blindside Networks. Blindside Networks may amend the service from time to time.

5.1. Data protection information

<https://blindsidenetworks.com/gdpr/>

<https://blindsidenetworks.com/privacy/>

6. Blindside Networks Services Agreement

TOGETHER WITH THE SIGNED ORDER FORM, THIS SERVICES AGREEMENT (THE "AGREEMENT") FORMS A BINDING LEGAL AGREEMENT BETWEEN BLINDSIDE NETWORKS INC. ("BLINDSIDE") AND YOU FOR A SUBSCRIPTION TO THE BLINDSIDE HOSTING SERVICE ("BLINDSIDE SERVICE"), PLUS ANY RELATED SERVICES SPECIFIED ON THE ORDER FORM (THE "OTHER SERVICES" AND TOGETHER WITH THE BLINDSIDE SERVICE, THE "SERVICES"). IN ORDER TO USE THE BLINDSIDE SERVICE AND OBTAIN THE OTHER SERVICES, YOU WILL NEED TO AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE AGREEING TO BE BOUND BY IT.

IN THIS AGREEMENT, "YOU" OR "YOUR" MEANS THE INDIVIDUAL WHO ACCEPTS THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH LEGAL ENTITY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU MAY NOT USE THE BLINDSIDE SERVICE OR RECEIVE THE OTHER SERVICES. THIS AGREEMENT IS EFFECTIVE BETWEEN YOU AND BLINDSIDE AS OF THE DATE YOU ACCEPT IT OR USE THE BLINDSIDE SERVICE (THE "EFFECTIVE DATE").

1. General.

This Agreement sets forth the terms and conditions pursuant to which You may use the Services, as they may be corrected, updated, modified, enhanced or replaced by Blindside from time to time. You are responsible for all acts and omissions of any user whom You permit to access the Services and You agree to indemnify and hold Blindside harmless from all costs, losses and damages suffered by Blindside as a

result of such acts or omissions. You acknowledge and agree that Blindsight may amend this Agreement at any time by posting the relevant amended and restated terms and conditions on the Blindsight website and such amendments to the Agreement are effective as of their date of posting. Your continued use of the Services after the amended Agreement's terms and conditions are posted to Blindsight's website constitutes Your agreement to and acceptance of the amended Agreement. If You do not agree to any changes to this Agreement, do not continue to use the Services.

2. License Rights and Restrictions.

For so long as You continue to pay the applicable subscription fees for the Blindsight Service and/or the fees for the other services (as applicable), You have the right to access and use the Blindsight Service and/or the other services (as applicable) subject to the terms and conditions of this Agreement and the following restrictions:

- a. The number of BigBlueButton sessions active at any one time (each a 'Concurrent Session') shall not exceed the number of Concurrent Sessions purchased by You;
- b. The number of users permitted to access the Blindsight Service shall not exceed one hundred (100) per Concurrent Session; and,
- c. If You wish to increase Your number of Concurrent Sessions and/or Your right to receive the other services, You shall follow the procedure required by Blindsight.

3. Other Services.

Blindsight offers a variety of other services, as described at www.blindsidenetworks.com/services. You agree to pay Blindsight the fees applicable to the other services selected by You, as specified on the Order Form. If You are required to complete certain tasks in order for Blindsight to provide the other services selected by You, You agree to complete them promptly. Any failure by You to do so gives Blindsight the right to require reimbursement from You for any incremental costs to Blindsight arising from Your delay.

Unless otherwise specified on the Order Form or in the applicable Statement of Work, You agree to reimburse Blindsight for reasonable travel and out-of-pocket expenses incurred by Blindsight's representatives when traveling to perform any other services for You. For clarity, Blindsight acknowledges and agrees that no travel or out-of-pocket expenses shall be incurred other than in accordance with this Agreement and/or an executed Statement of Work.

4. Your Responsibilities.

In addition to Your payment obligations as described in Section 6 (Payment of Fees and Taxes), You shall (i) carry out reviews and respond to Blindsight's requests for approval and information on a timely basis; and (ii) ensure that at least one designated technical contact is available during regular business hours to provide such information and assistance as Blindsight may require in connection with the delivery of the Services.

5. Proprietary Rights and Restrictions.

The Blindsight Service and all software used to provide the Blindsight Service is the property of Blindsight and/or its licensors, and is protected by copyright and other intellectual property laws provided however, that notwithstanding the foregoing, all services and deliverables described in this Agreement or in the applicable Statement of Work that relate to the BigBlueButton software project ("BigBlueButton") are

provided subject to the licenses then in effect for such project, on an “as is” basis, without representations, warranties and/or conditions of any kind. As applicable, for any deliverable identified as your proprietary work product in a Statement of Work, Blindside grants You a perpetual, worldwide, transferable, royalty-free license, including the right to create derivative works based on such work product. Subject to the foregoing exception and the limited rights expressly granted in this Agreement, Blindside reserves all rights, title and interest in and to the Blindside Service and any software or services used to provide the Blindside Service, including all intellectual property rights therein. No rights are granted to You other than as expressly set forth in this Agreement. Except as expressly permitted in this Agreement, You shall not: (a) permit any third party to access the Blindside Service; (b) access the Blindside Service to (i) build a competitive product or service or (ii) copy any feature, functions or graphics of the Blindside Service; (c) sell, rent, lease, license, transfer or distribute the Blindside Service to any third party; (d) alter, remove, or cover trademarks, copyright, or other proprietary notices or legends in or on the Blindside Service; (e) use the Blindside Service for service bureau purposes, software as a service offering or otherwise to provide services to any third party; (f) use the Blindside Service in the operation of critical data systems, such as those used for the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, patient data systems, life support machines or other equipment in which the failure of the Blindside Service could lead to death, personal injury, or severe physical or environmental damage; (g) except for the purpose of interoperability or as permitted by any third party license, reverse engineer the Blindside Service.

6. Payment of Fees and Taxes.

You agree to pay any and all fees specified on the Order Form. All annual subscription fees are payable in advance on the first day of each year that You subscribe to the Blindside Service. If You request additional Concurrent Sessions and/or other services at any time during the term of this Agreement, the fees for such additional Concurrent Sessions and/or other services: (i) shall commence on the date that You request the additional Concurrent Sessions and/or other services be added, regardless of when such Concurrent Sessions and/or other services are actually used; and (ii) unless otherwise specified on the Order Form, shall be calculated in accordance with Blindside’s then-current price list. Unless otherwise agreed by Blindside, if You request additional Concurrent Sessions and/or other services during the term of this Agreement, the fees for the additional Concurrent Sessions and/or other services will be prorated for the remainder of the then-current term and invoiced in a timely manner following your request. Unless otherwise specified on the Order Form (or in the applicable Statement of Work), all fees are due and payable within thirty (30) days of Your receipt of Blindside’s invoice. All fees are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services, harmonized or other taxes, fees or charges now in force or enacted in the future, including any withholding taxes or amounts in lieu thereof (“Taxes”). You are responsible for all applicable Taxes that arise from or as a result of Your (i) subscription to the Blindside Service; and/or (ii) purchase of the other services. These Taxes are based on the billing address that You provide to Blindside. If You are exempt from payment of such Taxes, You must provide Blindside with an original certificate that satisfies applicable legal requirements attesting to Your tax-exempt status. Tax exemption will only apply from and after the date that You

provide such a certificate to Blindside. If You dispute the correctness of any part of Blindside's invoiced fees or expenses, You shall advise Blindside within thirty (30) days of Your receipt of the applicable invoice, failing which such invoice must be paid in full in accordance with the terms of this Agreement. You agree to pay all costs, including reasonable attorney's fees, incurred by Blindside in collecting overdue accounts. Subject to Section 9 (Term and Termination), Blindside does not provide refunds.

7. Privacy.

Blindside's privacy policy may be viewed at www.blindsidenetworks.com/privacy. Blindside reserves the right to modify its privacy policy in its reasonable discretion from time to time. Note that because the Blindside Service is a hosted, online service, Blindside may occasionally need to notify all users of important announcements regarding operation of the Blindside Service. If You are not a trial user of the Blindside Service, You agree that Blindside can disclose Your name (and logo, if applicable) in a factual listing of its customers and upon Blindside's reasonable request, You will agree to act as a reference for new or prospective customers.

8. Confidentiality.

a. Confidential Information. The parties may exchange and disclose to each other certain confidential information in connection with the Services. The Confidential Information disclosed under this Agreement may include information, data and details relating to the parties' and their affiliates' and their licensor's past, present and future proprietary technology, intellectual property (including, without limitation, trade secrets), products, operations, strategies, market positions, and customers.

b. Use of Confidential Information. The Confidential Information shall be used solely in furtherance of the Services. Confidential Information shall only be used internally by the parties and shall be protected by the receiving party with the same standard of care, but no less than a reasonable degree of care, as the receiving party uses to protect its own confidential information of like nature and shall only be disclosed to the receiving party's personnel on a need to know basis. Neither party shall (i) except as required in the performance of the Services, analyze or reverse-engineer any Confidential Information disclosed by the other party by any means whatsoever or for any purpose whatsoever, or permit any third party to do so; or (ii) knowingly take any action that would cause the Confidential Information to be placed in the public domain.

c. Duration. The receiving party shall retain in confidence the Confidential Information of the disclosing party for a period of three (3) years from the date of its initial disclosure provided that a trade secret of the disclosing party shall be protected by the receiving party until such time as it becomes subject to one of the exceptions set out below. Upon the disclosing party's written request, the receiving party agrees to return or at the option of the disclosing party destroy, all Confidential Information of the disclosing party in its possession or under its control.

d. Exceptions. Confidential Information shall not include information that (i) was in the receiving party's possession before receipt from the disclosing party; (ii) is or becomes a matter of public knowledge through no act of the receiving party; (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality; (iv) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; or (v) is required by law to be

disclosed solely to the extent of any public disclosure.

e. Ideas, Suggestions, and Feedback. Notwithstanding any other provisions of this Agreement, You acknowledge that Blindside is in the business of offering services and deliverables in relation to BigBlueButton and agree that any and all feature and product ideas, suggestions, and feedback of any kind reasonably intended for use with BigBlueButton that You may provide to Blindside shall be deemed to be public information under this Agreement and is therefore freely available for the unrestricted use of Blindside and BigBlueButton.

9. Term and Termination.

Unless otherwise specified on the Order Form (i) You will be billed in annual intervals, in accordance with Section 6 (Payment of Fees and Taxes); and, (iii) at the end of each year, on the anniversary of the Effective Date, the term of this Agreement will automatically renew for a successive one year period, absent a minimum of sixty (60) days' notice from either party that it does not wish to renew this Agreement. If You are in breach of this Agreement (including without limitation, Your failure to pay any undisputed fee or other amount due) and upon a minimum of fifteen (15) days' notice to You of such breach by Blindside, You fail to remedy such breach, Blindside may (i) suspend performance of the Blindside Service and/or the other services; or (ii) terminate this Agreement. In addition to any other rights set out in this Agreement, either party may terminate this Agreement immediately upon written notice if the other party ceases to carry on its business or becomes the subject of any proceeding under state, provincial or federal law for the relief of debtors or otherwise becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or upon the appointment of a receiver for the other party or the reorganization of the other party for the benefit of creditors. Either party may, at any time, upon giving the other party at least sixty (60) days' prior written notice, terminate this Agreement for convenience.

10. Effect of Termination.

Upon any termination (including non-renewal) of Your subscription to the Blindside Service, You agree to:

- a. Immediately cease all use of the Blindside Service and/or the other services; and
- b. Allow Blindside to immediately take such technical steps as may be necessary to prevent Your further use of the Blindside Service and/or the other services.

On termination, all payments that would otherwise have been payable to Blindside for the Services during the term (to the extent not already paid by You) shall become immediately due and payable, provided however that if You or Blindside terminate this Agreement for convenience as described in Section 9 (Term and Termination), such payments due to Blindside shall reflect a refund for the amount of the unused portion of the Services following the required sixty (60) day notice period. See also Section 14 (Recording Archive).

11. Standard of Care and Warranty.

Each party shall perform its obligations hereunder honestly and in good faith, exercising reasonable skill, care and diligence, in accordance with recognized professional and industry standards, in a timely manner, in accordance with the terms and conditions of this Agreement and in full compliance of all applicable laws. Blindside warrants that it (i) has taken and will take commercially reasonable measures designed to ensure that the Services do not contain any viruses, malicious

code or undisclosed features capable of deleting, disabling, deactivating, interfering with or otherwise harming Your data; (ii) owns (or has the authority by license to) all right, title and interest in the Services, sufficient to fulfill Blindsight's obligations under this Agreement; and (iii) possesses the knowledge, skill and experience necessary for the provision and completion of the Services, in accordance with the terms of this Agreement. Blindsight will not knowingly infringe upon any existing intellectual property rights of third parties in its performance of this Agreement; however, Blindsight makes no warranty of noninfringement. EXCEPT AS EXPRESSLY PROVIDED ABOVE, BLINDSIDE DOES NOT WARRANT THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE FREE FROM ANY DISABLING CODE; (C) OPERATION OF THE SERVICES WILL BE UNINTERRUPTED; (D) THE SERVICES WILL BE ERRORFREE; (E) YOU WILL ENJOY USE OF THE SERVICES WITHOUT INTERFERENCE; (F) ERRORS OR OTHER DEFECTS IN THE SERVICES WILL BE CORRECTED OR WILL BE CORRECTED WITHIN A SPECIFIC PERIOD OF TIME; OR (G) UNAUTHORIZED THIRD PARTIES WILL BE RESTRICTED FROM ACCESSING OR INTERFERING WITH DATA SENT OR RECEIVED USING THE SERVICES. BLINDSIDE HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. AGAIN, EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE AND ACCURACY OF THE SERVICES IS BORNE BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. Technical Support and Service Level Commitment.

Second level English language technical support for BigBlueButton is offered between the hours of 9:00 am – 5:00 pm Eastern Time Monday to Friday, excluding January 1 and December 25, via the following phone number: (613) 695-0264. Depending on shift coverage, Spanish language technical support may also be available during the same hours as English language technical support. Email/ticket access is also available via: support@blindsidenetworks.com or <http://support.blindsidenetworks.com/>. Your designated technical contacts may contact technical support for assistance related to integrating BigBlueButton into Your web-based applications, which may include (at Blindsight's sole discretion) coaching, training and best practices using the BigBlueButton API. Please see Blindsight's Support Handbook at <http://blindsidenetworks.com/support-handbook/> for a description of Blindsight's support materials, response times, ticket prioritization and service level commitment.

13. Blindsight Service Maintenance and Upgrades. The Blindsight Service is fully redundant. In theory, it will never be temporarily unavailable due to service maintenance and upgrades. In the unlikely event that scheduled maintenance (or unscheduled downtime) ever limits Your real-time access to the Blindsight Service, Blindsight will make commercially reasonable efforts to notify You at least seventy-two (72) hours in advance.

14. Recording Archive. During each annual subscription term (or part thereof), Blindsight will maintain an archive of up to 3,000 hours of Concurrent Session recording time (additional recording time may be purchased separately). Upon any termination

(including non-renewal) of Your subscription to the Blindside Service, You have ninety (90) days to request Blindside's return of Your recording archive to You, failing which, it will be deleted.

15. **Limitation of Liability.** BLINDSIDE'S LIABILITY TO YOU WILL, IN ALL CIRCUMSTANCES, BE LIMITED TO DIRECT DAMAGES ONLY AND BLINDSIDE'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SERVICES WILL NOT EXCEED THE AMOUNT PAID BY YOU TO BLINDSIDE FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE OF THE MOST RECENT CLAIM. THE FOREGOING LIMITATION OF LIABILITY IN RESPECT OF DIRECT DAMAGES SHALL NOT APPLY TO DAMAGES CAUSED BY THE GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD OF BLINDSIDE. IN NO EVENT WILL BLINDSIDE BE LIABLE FOR ANY LOST REVENUE, LOST PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA OR OTHER ECONOMIC LOSS (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM A BREACH OF SECURITY), OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE THE SERVICES, EVEN IF BLINDSIDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE TO YOU. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIM ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR ANY OTHER LEGAL THEORY (INCLUDING FUNDAMENTAL BREACH AND FAILURE OF ESSENTIAL PURPOSE). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
16. **Limitation Period.** You may not bring any action, regardless of form, arising out of or in relation to this Agreement more than two (2) years after the completion of the services to which the action relates.
17. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of law, and excluding the body of law applicable to choice of law and excluding the United Nations Convention on Contracts for the International Sale of Goods, if applicable. Each party irrevocably submits to the nonexclusive jurisdiction of the courts of Ontario for the purpose of any suit, action or other proceeding arising out of this Agreement or the subject matter hereof. Each of the parties hereby waive: (a) the right to trial by jury of any such suit, action or proceeding; (b) any right, claim or entitlement to any punitive or exemplary damages whatsoever; and (c) any right, claim or entitlement to participate in a class action relating to this Agreement.
18. **Miscellaneous.**
The parties to this Agreement are independent contractors. This Agreement does not create any agency or partnership relationship between the parties. This Agreement is the entire agreement between Blindside and You with respect to the Services and supersedes all prior or contemporaneous oral or written agreements, communications, proposals, representations and warranties, and prevails over any

conflicting or additional terms of any quote, order, acknowledgment, purchase order or other communication between the parties relating to its subject matter. The parties shall abide by all applicable export control laws and regulations and shall not export or re-export any technology or deliverables subject to this Agreement without first obtaining all required export licenses and permits. No waiver of this Agreement will be binding unless in writing and signed by a duly authorized representative of You and Blindside. If any provision of this Agreement is found to be invalid or unenforceable, such provision will be severed from this Agreement and the remaining provisions will remain in full force and effect. Either party may assign this Agreement in its entirety without consent of the other party to its successor in interest in connection with a sale of all or substantially all assets or equity not involving a direct competitor of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Each party agrees during the term of this Agreement and for a period of one (1) year thereafter, they will not solicit or hire employees of the other party who have performed work relating to this Agreement without the other party's prior written consent. Blindside shall not be liable for any delay or failure in performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, explosion, epidemics, or other occurrences beyond Blindside's reasonable control or due to unforeseen circumstances. Any provision of this Agreement that, given its purpose, interpretation or context, logically should survive the expiration or termination of this Agreement shall so survive.