

OUR WARRANTIES AND DISCLAIMERS

WE PROVIDE SERVICES USING COMMERCIAL REASONABLE LEVEL OF SKILLSETS AND CARE.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER **STORYBERRY CORPORATION** NOR ITS SUPPLIERS OR DISTRIBUTORS MADE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THESE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

LIABILITY FOR OUR SERVICES

WHEN PERMITTED BY LAW, **STORYBERRY CORPORATION**, AND **STORYBERRY CORPORATION'S** SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF **STORYBERRY CORPORATION**, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, **STORYBERRY CORPORATION**, AND ITS' SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

BUSINESS USES OF OUR SERVICES

IF YOU ARE USING OUR SERVICES ON BEHALF OF ANOTHER BUSINESS, THAT BUSINESS IS BOUND TO ACCEPT OUR TERMS. IT THEREFORE HOLDS HARMLESS NOR INDEMNIFY AGAINST **STORYBERRY CORPORATION** AND ITS AFFILIATES, OFFICERS, AGENTS AND EMPLOYEES FROM ANY CLAIM, SUIT OR ACTION ARISING FROM OR RELATED TO THE USE OF THE SERVICES OR VIOLATION OF THESE TERMS, INCLUDING ANY LIABILITY OR EXPENSE ARISING FROM CLAIMS, LOSSES, DAMAGES, SUITS, JUDGEMENTS, LIGATION COSTS AND ATTORNEYS' FEES.

ABOUT THESE TERMS

WE MAY MODIFY THESE TERMS OR ANY ADDITIONAL TERMS THAT APPLIES TO SERVICES, SERVICE TO, FOR EXAMPLE, REFLECT CHANGES TO THE LAW OR CHANGES TO THE LAW OR CHANGES TO OUR SERVICES. YOU SHOULD LOOK AT THE TERMS REGULARLY. WE'LL POST NOTICE OF MODIFICATIONS TO THESE TERMS ON THIS PAGE. WE'LL POST NOTICE OF MODIFIED ADDITIONAL TERMS IN THE APPLICABLE SERVICES. CHANGES TO THESE SERVICES WILL BECOME AVIALABLE AFTER FOURTEEN BUSINESS DAYS IF APPLICABLE.

IF THERE ARE CONFLICTS BETWEEN THESE TERMS AND MODIFIED TERMS, THEN THE MODIFIED TERMS WILL OVERRIDE SUCH CONFLICTS.

THESE TERMS ENCOMPASSES THE RELATIONSHIP BETWEEN **STORYBERRY CORPORATION** AND ITS' CLIENTS. THIRD PARTY BENEFICIARY RIGHTS HAVE BEEN PUT IN PLACE WITHIN THE COMPANYS' POLICIES.

THE LAWS OF CALIFORNIA, U.S.A., EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULED, WILL APPLY TO ANY DISPUTES ARISING OUT OF OR RELATING TO THESE TERMS OR ITS' SERVICES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR ITS' SERVICES WILL BE LIGIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA, AND YOU AND **STORYBERRY CORPORATION** WITH CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.