

## GENERAL CONDITIONS

### 1. APPLICABILITY

1.1 endorsia.com® is a private branded electronic network where buyers and sellers, who have been granted membership by Endorsia.International AB ("Endorsia"), can connect and make sales and purchase agreements with each other on-line via the internet on hosted applications and/or through direct integrations with buyer and seller business systems respectively.

1.2 These General Conditions (as amended from time to time) shall apply in full on all entities that have been granted membership by Endorsia ("Members"). Any other conditions shall not be applicable even if they were not rejected explicitly in any individual case. Access to endorsia.com is expressly conditioned on the terms and provisions of these General Conditions. Any amendment of these General Conditions will be notified on the endorsia.com homepage, at least three months prior to the date when the amendments will enter into effect.

1.3 These General Conditions have been drawn up in the English language, but may be translated into other languages. In case of discrepancies between the different language versions the English version shall prevail.

### 2. THE PROVIDER OF TECHNOLOGY

Endorsia has contracted providers of technology and service (the "Technology Provider") to provide, maintain, develop and operate the technical infrastructure of endorsia.com (the "Infrastructure"). The name of the Technology Providers contracted is shown on the endorsia.com homepage. The Technology Providers also provides a help desk function and technical assistance to Endorsia in relation to the technical connections of new Members to endorsia.com. Should the Technology Providers be replaced in any or all of these capacities, the below will apply also to any such new entity contracted by Endorsia. Members have no contractual relationship with Technology Providers, and Member agrees that their sole rights and recourse in respect of any liabilities or claims arising in connection with their access or use of endorsia.com and related websites and their operation shall be with Endorsia, and shall hold the Technology Providers harmless in this regard.

### 3. MEMBERS

3.1 Selling Members ("Sellers") will have all, parts of or none of their product catalogues available through endorsia.com. Sellers can also make on-line presentations of available services (e.g. technical know-how and training). Sellers will be able to send and receive business transactions through means which at any given time are provided by Endorsia.

3.2 Buying Members ("Buyers") can make on-line searches and orders for any such products or services that they are interested in from any Seller with whom the Buyer has a business agreement and where the Seller has given the Buyer access to the Supplier's catalogues and/or gateway on endorsia.com. Buyers will be able to send and receive business transactions through means which at any given time are provided by Endorsia.

3.3 Each Member (both Sellers and Buyers) will have to designate an administrator ("Administrator") who is responsible for maintaining those self serving services which at any given time are provided by Endorsia, including passwords.

3.4 Endorsia endeavors to maintain objectivity and neutrality at all times and does not give preferential treatment to any of the Members.

### 4. TRANSACTIONS BETWEEN MEMBERS THROUGH endorsia.com

4.1 All orders and sales/purchases of goods and services through endorsia.com will be made directly between the respective Seller and Buyer based on commercial agreements between the respective Members. Members are responsible for ensuring their own satisfaction with inter alia the creditworthiness and ability to perform contractual obligations of other Members with whom

they wish to transact. Endorsia will act as an objective facilitator of transactions through endorsia.com, without taking any part in said transactions. Neither Endorsia nor the Technology Provider will in any way be a party to or bear any responsibility for the transactions made through endorsia.com or make any representations or warranties whatsoever to the Members or any third party regarding the fulfillment of transactions concluded through endorsia.com. Neither Endorsia nor the Technology Provider is involved in the actual transaction between Buyers and Sellers. As a result, neither Endorsia nor the Technology Provider have any control over the quality, safety, or legality of the products or services advertised, the truth or accuracy of the listings, the ability of Sellers to sell products or services, or the ability of Buyers to buy products or services. Neither Endorsia nor the Technology Provider can control and does not control whether or not Sellers will complete the sale of products or services they offer or if Buyers will complete the purchase of products or services.

4.2 Members shall maintain such documentation and registration of bids made and transactions concluded through endorsia.com, as may be necessary to trace, investigate and/or prove the occurrence of such bids and transactions. Members shall not rely on the log and storage of data made by Endorsia and/or the Technology Provider for this or any other purpose.

4.3 A Member will accept that the number and identity of the other Members may vary from time to time and that each and every one of the other Members may at any time cease to have access to endorsia.com.

4.4 The Member may not use the tools and services provided by Endorsia in any manner that could damage, disable, overburden, or impair any endorsia.com server, or the network(s) connected to any endorsia.com server, or interfere with any other party's use of endorsia.com. The Member may not attempt to gain unauthorized access to endorsia.com, other accounts, computer systems or networks connected to any endorsia.com server, through hacking, password mining or any other means. The Member may not obtain or attempt to obtain any materials or information through any means not intentionally made available.

## 5. MEMBERSHIP APPLICATION

endorsia.com Membership Application and Access Agreement is provided by Endorsia Membership Services ("Membership Services"). Eligibility for membership in and use of endorsia.com is limited to parties who can enter into and form legally binding contracts under applicable law and who have made agreements with one or more Member regarding the use of endorsia.com for sales and purchases. Endorsia reserves the right to make all decisions regarding membership in endorsia.com. Once membership has been granted an identification number will be provided to the Member. If applicable the Member will also receive login and password details to access endorsia.com.

## 6. PASSWORD SECURITY

Members are solely responsible for maintaining the security of their password, and passwords may not be disclosed to anybody not authorized to use the password. A Member is solely responsible for any use of endorsia.com made under a password belonging to the Member. If a password is compromised, it must immediately be replaced. Changes shall be made by the Administrator.

## 7. SOFTWARE

Endorsia may at any given time provide software to its Members enabling transactions between the Member and endorsia.com. **YOU AGREE TO BE BOUND BY THE TERMS OF THESE GENERAL CONDITIONS BY INSTALLING, COPYING, OR USING SOFTWARE PROVIDED BY ENDORSIA. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.** The terms apply to the Member's installation and use of the software, which includes copyrighted materials and software provided by Technology Providers and Endorsia (collectively referred to as "Software"). The term "Software" also means the original (including any revisions, enhancements, updates, portions, modules, class files, extracts, data

definitions, variable definitions, methods, inherited characteristics, compilations, selections, arrangements and adaptations or the like) and all whole or partial copies of it, including modified copies or portions merged into other programs and derivatives of the programs, and specifically includes all manuals, user guides, installation guides and other documentation (in tangible or electronic form) provided together with, or related to, the foregoing. The Member is responsible for the use of, and results obtained from the Software. The Software is intended only for Members and not for any other users.

As a condition of the use of the Software, the Member will not use the Software for any purpose that is prohibited by these general conditions or by applicable law. The Member may not use the Software in any manner that could damage, disable, overburden, or impair any endorsia.com server, or the network(s) connected to any endorsia.com server, or interfere with any other party's use of endorsia.com. The Member may not attempt to gain unauthorized access to endorsia.com, other accounts, computer systems or networks connected to any endorsia.com server, through hacking, password mining or any other means. The Member may not obtain or attempt to obtain any materials or information through any means not intentionally made available.

#### 7.1 GRANT OF LICENSE.

Endorsia grants the Member the following rights provided that the Member complies with the General Conditions:

The Software is licensed and not sold. Title to the Software does not pass to the Member. Endorsia own or license from the owner, all copyrights, patents, trade secrets and other industrial and intellectual property rights of every kind in the Software. The Member obtain no rights other than those granted the Member under these General Conditions.

The Software may be used only in conjunction with access to endorsia.com servers. The Software may only be used within the Member's own IT infrastructure. The Software may be copied and used on different computers and servers residing and belonging to the Member.

Endorsia reserves the right to make all decisions regarding the connectivity to the endorsia.com server(s) through the Software and to revoke the license in case of usage not in line with the General Conditions.

Member's license to the Software shall terminate immediately upon expiration or termination by either party for any reason of Member's access to or use of the endorsia.com website and services. Member shall, within 10 days following termination of its license to the Software, purge all copies and portions of the Software from its information technology systems, and either destroy all tangible copies, portions, extracts and derivatives thereof, or return the same to Endorsia. Upon request, Member will certify in writing that it has complied with the foregoing.

#### 7.2 RESTRICTIONS

7.2.1 Notices. The Member shall not copy the Software except as set forth in Section 7.1. Any copy of the Software that the Member make must contain the same copyright and other proprietary notices that appear on or in the Software.

7.2.2 No Modifications. The Member shall not modify, enhance, adapt or translate the Software. The Member shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent the Member may be expressly permitted to decompile under applicable law, it is essential to do so in order to achieve operability of the Software with another software program, and the Member have first asked Endorsia to provide the information necessary to achieve such operability and Endorsia has not made such information available. Endorsia has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any such information supplied by Endorsia and any information obtained by the Member by such permitted decompilation may only be used

by the Member for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software. Requests for such information should be directed to the Endorsia.

**7.2.3 No Unbundling.** The Software may include various applications, utilities and components, may support multiple platforms and languages and may be provided to the Member on multiple media, through Internet Download or in multiple copies. Nonetheless, the Software is designed and provided to the Member as a single product bundle to be used as a bundle as permitted by Section 7.1. The Member shall not unbundle the component parts of the Software for Use on different Computers.

**7.2.4 No Transfer.** The Member may not rent, lease, sell, sublicense, assign or transfer the Member rights in the Software, or authorize all or any portion of the Software to be copied onto another legal entity or a user's computer except as may be expressly permitted herein. Member may use the Software for its own internal business purposes only, and may not use the Software to process data on behalf of third parties or otherwise time-share the Software with others or act as a service bureau. In addition, the Member may not transfer education, pre-release, or not for resale copies of the Software.

### **7.3. UPDATES.**

Endorsia may, in its discretion, update the Software with a new version, or replace the Software with other computer software. If the Software is an Update to a previous version of the Software, the Member must possess a valid license to such previous version in order to Use such Update. All Updates are provided to the Member on a license exchange basis. The Member agree that by Using an Update the Member voluntarily terminate the Member's right to use any previous version of the Software. The Member acknowledges that any obligation Endorsia may have to support the previous versions of the Software may be ended upon availability of the Update.

## **8. COPYRIGHT**

All content included on endorsia.com, such as text, graphics, logos, button icons, images, audio clips, and software, is the property of Endorsia or Members, as the case may be, and is protected by applicable copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all content on endorsia.com is the exclusive property of Endorsia and protected by applicable copyright laws. For the avoidance of doubt, all content, including but not limited to trademarks and logos, provided to Endorsia by the Member will remain the property of the Member regardless of any compilation by Endorsia or the Technology Providers. All software used on endorsia.com is the property of the Technology Providers or its software suppliers and protected by U.S. and international copyright laws. The content and software on endorsia.com may be used only by Members as a buying, selling, bidding information and/or service resource within endorsia.com. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the content on endorsia.com is strictly prohibited.

## **9. TRADEMARKS**

endorsia.com® and other Endorsia graphics, logos, and service names are either registered trademarks or trademarks of Endorsia and may not be used in connection with any product or service that is not Endorsia's, including any manner that is likely to cause confusion among customers and any manner that disparages or discredits Endorsia. The same applies to any trademarks owned by the Technology Providers and used within endorsia.com. All trademarks not owned by Endorsia or the Technology Providers or their affiliates that appear on endorsia.com are the property of their respective owners.

## 10. USE OF INFORMATION FROM MEMBERS

10.1 Endorsia enables Members to post content, and other information to endorsia.com. If Members posts content, or other information on endorsia.com, neither Endorsia nor the Technology Providers shall use this information, including trademarks, copyrights or other proprietary rights, without obtaining the prior written authorization of the Member, except for the use of such information needed to facilitate the operations of endorsia.com and for the support of the Sales and Marketing activities of Endorsia, including the promotion of the endorsia.com Seller and Buyer network. Such use shall be free of charge.

10.2 Endorsia and the Technology Provider shall have a right to use (in an anonymous and aggregated form) statistical and other information derived from the Seller's catalogues, transaction activities and other parts of endorsia.com solely for the member to use.

## 11. RESPONSIBILITY FOR INFORMATION FROM MEMBERS

Member information includes any information that is provided by a Member to Endorsia, to the Technology Providers or to other Members in the registration, listing, or buying and selling processes, in any public message area, or in any email feature (defined herein as "Member Information"). With respect to Member Information:

1. Members are solely responsible for Member Information, and Endorsia and the Technology Provider act as passive conduits for Members' online distribution and publication of Member Information. However, Endorsia or the Technology Providers may take any action with respect to such information that Endorsia or the Technology Providers deem necessary or appropriate in its sole discretion if Endorsia or the Technology Providers believe it may create liability for, or loss to, Endorsia, the Technology Providers or other Members.
2. Member Information and products or services offered for sale by Members on endorsia.com:
  1. shall not be false, inaccurate, or misleading;
  2. shall not be fraudulent or involve the sale of counterfeit or stolen items;
  3. shall not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights, or rights of publicity or privacy;
  4. shall not violate any law, statute, ordinance, or regulation of any jurisdiction (including without limitation those governing export control, consumer protection, unfair competition, antidiscrimination, or false advertising),
  5. shall not be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing;
  6. shall not contain pornography or otherwise be harmful to minors;
  7. shall not contain any viruses or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
  8. shall not include inherently dangerous products or services, including but not limited to, rifles, shotguns, pistols, antique, collectible, sport and hunting firearms, and ammunition; weapons, including but not limited to military weapons, illegal weapons, or explosives; any illegal drugs; and
  9. shall not link directly or indirectly to or include descriptions of products or services: (i) that are prohibited under these General Conditions, or (ii) to which the Member does not have a right to link or include. Furthermore, a Member may not post on endorsia.com web sites or sell through endorsia.com any product or service that could cause Endorsia or the Technology Providers to violate any applicable law, statute, ordinance, or regulation of any jurisdiction.

## 12. RESERVATION OF RIGHTS

Endorsia reserves the right, in its sole and absolute discretion, to refuse registration, terminate accounts, revoke Software license, to remove content from endorsia.com (including any Member information), and to prevent or restrict access by any person or entity to use of endorsia.com, immediately and without notice if Endorsia believes that a Member conduct violates applicable

law or is harmful to the interests of Endorsia, the Technology Providers, or their affiliates. Endorsia further reserves the right to change, modify, alter or discontinue any and all portions of endorsia.com, immediately and without notice without creating liability on the part of Endorsia, or the Technology Providers.

### 13. SHUT-DOWNS, ETC

13.1 Endorsia has the right, but not the obligation, to monitor any activity and content associated with endorsia.com. Endorsia may investigate any reported violation of these General Conditions or any complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, denying access and/or removal of any materials on endorsia.com, including listings and bids. Endorsia reserves the right and has absolute discretion, to remove, screen or edit any content that violates these provisions or is otherwise objectionable.

13.2 Endorsia shall be entitled - at any time - to temporarily shut-down endorsia.com for a Member and/or to temporarily block access by the password used by the Member. The Member agrees and acknowledges that such measures may take place for any reason which Endorsia reasonably deems to warrant such temporary shut-down and/or blocking of access. Endorsia appreciates the importance to the Member that such temporary shut-downs or/and blocking shall only be used when reasonable and never as a mean of discrimination against the Member or for any other improper purpose.

### 14. LINKS TO THIRD-PARTY SITES

endorsia.com web site may contain links to third-party websites that are not under the control or operation of Endorsia. endorsia.com provides any such links only as a convenience and does not endorse and is not responsible for the contents of any linked site or any site linked to from a linked site.

### 15. LIABILITY, DISCLAIMER OF WARRANTIES AND INDEMNIFICATION

15.1 The Member acknowledge that Endorsia acts merely as an objective facilitator of transactions through endorsia.com and the Member shall be entirely and solely liable vis á vis the other Members and any other third parties. Further, the Member shall keep Endorsia and its Technology Providers harmless from claims made against Endorsia or any Technology Provider by other Members or third parties, which claims are, in whole or part, related to offers or transactions through endorsia.com made by the Member or to information otherwise stemming from the Member and made available through endorsia.com.

15.2 endorsia.com, the Software and the services related thereto are provided on an "as is," "as available" basis without warranty of any kind. You expressly agree that the use of endorsia.com and Software is at your sole risk. Endorsia and the Technology Providers expressly disclaims all WARRANTIES and SUPPORT of any kind, whether EXPRESS OR IMPLIED, including, but not limited to, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, title, non-infringement, and any warranties ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE. Neither Endorsia nor the Technology Providers makes any warranty that endorsia.com or the Software or the use thereof will meet your requirements or will be secure, available or without error. Neither Endorsia nor the Technology Providers makes any warranty regarding the information, goods or services of users, or that users will enter into transactions or perform. No information received by you through endorsia.com or from Endorsia or the Technology Providers, whether oral or written, shall create any warranty not expressly included herein.

15.3 Neither Endorsia nor the Technology Providers shall have any liability whatsoever for interruptions, delays, denial of access and/or errors occurring in relation to endorsia.com, save if and to the extent such interruptions, delays, denials of access and/or errors has substantially

damaged the Member's business and has been caused directly and solely through gross negligence on the part of Endorsia or the Technology Providers and in breach of these General Conditions.

15.4 Neither Endorsia nor the Technology Providers shall have any liability whatsoever for information provided through endorsia.com and the Member shall be entirely responsible for any expenditure, cost, loss or business decision made based upon such information.

15.5 NOTWITHSTANDING ANYTHING TO THE CONTRARY, WHETHER SET FORTH IN THESE GENERAL CONDITIONS OR ELSEWHERE, ENDORSIA'S AND THE TECHNOLOGY PROVIDERS' LIABILITY TOWARDS THE MEMBER SHALL ALWAYS BE STRICTLY LIMITED TO DIRECT LOSSES CAUSED TO THE MEMBER BY WAY OF ENDORSIA'S GROSS NEGLIGENCE - WITH THE EXCLUSION OF ANY AND ALL INDIRECT, SPECIAL AND/OR CONSEQUENTIAL LOSSES OF WHATEVER NATURE, SUCH AS E.G. LOSS OF PROFIT, STANDSTILL COSTS, LOSS OF GOODWILL OR DATA, DAMAGE TO COMPUTER SOFT- OR HARDWARE ETC. ENDORSIA'S AND THE TECHNOLOGY PROVIDERS' LIABILITY (TAKEN TOGETHER AND NOT SEPARATELY) TOWARDS THE MEMBER SHALL FURTHER ALWAYS BE LIMITED TO AN AGGREGATE AMOUNT EQUIVALENT TO THE PRE-TAX REVENUES ACTUALLY RECEIVED BY ENDORSIA FROM THE MEMBER IN RELATION TO ENDORSIA.COM DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE OF THE ALLEGED GROSSLY NEGLIGENT ACT OR OMISSION FORMING THE BASIS OF THE MEMBER'S CLAIM AGAINST ENDORSIA.

15.6 Claims by a Member against Endorsia, or the Technology Providers, in relation to endorsia.com or the Software must - in order to be valid - be made in writing without undue delay as soon as the Member has, or ought to have, become aware of the circumstances forming the basis of the claim and in any event no later than three (3) months after the alleged grossly negligent act or omission occurred.

15.7 Neither Endorsia nor the Technology Providers shall have any liability whatsoever - whether in contract, tort or otherwise - towards a Member outside the provisions of this section 15.

## 16. CONFIDENTIALITY

Endorsia shall use all reasonable efforts to prevent the disclosure of the data that a Seller has uploaded to the Sellers' catalogue (where applicable), or which a Member has transmitted into the Network, to any person who has not been given authorised password access. In addition, neither Endorsia nor a Member shall disclose any confidential information or materials that are received from the other party. This confidentiality undertaking does not apply to disclosures necessary for Endorsia to provide its services; materials in the public domain; materials under subpoena or other legal process; materials requested by law enforcement agencies; material reviewed by auditors and lawyers; and materials requested by regulatory agencies having jurisdiction over a party. If Endorsia, or a Member, has been requested or ordered to make a disclosure falling within this subclause (other than disclosures by Endorsia in performing its services or disclosures of materials in the public domain), Endorsia, or the Member, as the case may be, shall immediately notify the other party and, to the extent permitted by law, permit the notified party a reasonable opportunity to take appropriate lawful action to prevent disclosure. Notwithstanding the above, Endorsia and the Members shall have a right to disclose confidential information to the Technology Providers. Endorsia shall see to it that the Technology Providers undertakes the same confidentiality undertakings in relation to confidential information belonging to Members as Endorsia has undertaken against the Members.

## 17. DISPUTE RESOLUTION AND GOVERNING LAW

Endorsia is a Swedish entity and Members agree that all legal actions between a Member and Endorsia related to these General Conditions and/or a Member's relation to or use of endorsia.com shall be governed by the laws of Sweden, and any dispute, controversy or claim arising out of or in connection with these General Conditions, or the breach, termination or

invalidity thereof or the use of [endorsia.com](http://endorsia.com) shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce; the place of arbitration shall be Stockholm; the language to be used in the arbitral proceedings shall be English; and Members further agree that this applies regardless of the governing law and jurisdiction that may be proper for disputes between the respective Members. Members shall comply with all applicable laws, statutes, ordinances, and regulations regarding the use of [endorsia.com](http://endorsia.com) and its services. Endorsia's failure to act with respect to a breach by Members or others does not waive Endorsia's right to act with respect to subsequent or similar breaches or any of its rights under these General Conditions. Members and Endorsia are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by these General Conditions or Members' use of or relation to [endorsia.com](http://endorsia.com).

## 18. TERM AND TERMINATION

18.1 Membership is valid during an initial period of twelve (12) months, unless otherwise agreed in writing. Memberships will automatically be prolonged by periods of twelve (12) months, unless terminated in writing by the Member, with at least three (3) months prior notice.

18.2 Notwithstanding Section 18.1 above, a Member may, at any time, terminate its membership, if these General Conditions are amended or if the membership fee is increased. Such termination shall be made in writing with at least one (1) month's notice.

18.3 Endorsia may terminate the membership of a Member immediately

- (i) if the Member should commit or permit a material breach of these General Conditions without fully rectifying such breach within thirty days after having been given a written request for such rectification; or
- (ii) if the Member should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganisation proceedings or otherwise become incapable of fulfilling its obligations hereunder; or
- (iii) if the Member fails to safeguard the password from use by or disclosure to persons other than authorised users; or
- (iv) if the Member repeatedly fails to pay charges to Endorsia, which have fallen due; or
- (v) if the Member makes substantially false or inadequate information available through [endorsia.com](http://endorsia.com); or
- (vi) if the Member repeatedly and/or substantially fails to honour transactions with other Members concluded through [endorsia.com](http://endorsia.com); or
- (vii) if the information provided to Endorsia in connection with the membership application were incorrect or misleading.

18.4 Upon termination or expiration of a membership Endorsia and the Member shall promptly return to the other party, or destroy all copies of the other party's data and other proprietary material (except in respect of historical data related to the Member held on backup tapes which shall be returned to the Member or destroyed when the Technology Providers undertakes a replacement backup in the normal course of its business).

18.5 Expiration or termination of a membership shall have no effect on Endorsia's, or the Members' right and obligations under Sections 7-17 above. Further, expiration or termination of a membership shall not release a Member from its obligations to pay charges due to Endorsia.

#### TECHNOLOGY PROVIDER

The Technology Provider (as defined in Endorsia General Conditions) of Endorsia International AB ("Endorsia") is MRO Software, Inc. ("MRO"), a company organized and existing under the laws of Massachusetts, USA. Endorsia and Member each agree that MRO is irrevocably deemed to be a third party beneficiary in and to these General Terms and the contract of which these General Terms form a part, and MRO shall be entitled to directly enforce these General Terms in its own name if it should so choose. All legal actions between Members and MRO that are related to Endorsia shall be governed by the laws of the Commonwealth of Massachusetts, U.S.A., and shall be instituted in a state or federal court in Boston, Massachusetts, U.S.A.; this shall apply regardless of the governing law and jurisdiction that may be proper for disputes between the Members. Members shall comply with all applicable laws, statutes, ordinances, and regulations regarding the use of the Infrastructure (as defined in Endorsia General Conditions). MRO's failure to act with respect to a breach by a Member, or by others, does not waive MRO's right to act with respect to subsequent or similar breaches. Members and MRO are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by these terms and conditions, or by the use of the Infrastructure or by the relation to Endorsia. Member shall comply with the export control laws of the United States of America and prevailing regulations which may be issued from time to time by the United States Department of Commerce and Office of Munitions Control, U.S. Department of State, or other agency, concerning the exporting, importing or re-exporting of the Software. Without limiting the generality of the foregoing, Member shall not export or re-export the Software in violation of the regulations of the United States Department of Commerce or the U.S. Export Administration Act and without the prior written consent of MRO.