RETHINK*EHS*

GENERAL TERMS OF USE

1. **THE SOFTWARE SERVICES AGREEMENT**

   The Software Services Agreement between Rethink Safety, Inc. "RETHINK" and CLIENT incorporates the following documents by reference: (a) Rethink*EHS* Software Services Agreement that describes the Product and Services that Client is subscribing to; (b) the General Terms and Conditions applicable to Rethink*EHS* and all Services; and (c) the Acceptable Use Policy. The use of the term "Software Services Agreement" or the "Agreement" in any of these documents refers collectively to all of them.

2. **DEFINITION OF TERMS**

   Some words used in the Agreement have particular meanings:

   "Acceptable Use Policy" or "AUP" means the Rethink Safety, Inc. Acceptable Use Policy.

   "Attack" means any action derived from intelligent threats to violate the security of the system.

   "Business Day" or "Business Hours" means 8:30 a.m. – 5:30 p.m. Monday through Friday, Philippine time, excluding holidays in the Philippines.

   "Rethink*EHS* Software Services Agreement" also referred as "Software Services Agreement, or "Agreement" is the signed document describing the Software Services that Client is subscribing to, which mainly consist of preloaded modules, including assistance, support and training necessary to set up and implement Rethink*EHS*.

   "Confidential Information" means all information disclosed by one of the parties to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including: (a) for CLIENT, all information transmitted to or from, or stored on, CLIENT's Hosted System, (b) for RETHINK, unpublished prices and other terms of service, audit and security reports, and other proprietary information or technology, and (c) for both parties, information that is marked or otherwise conspicuously designated as confidential. Information that is independently developed by one of the parties, without reference to the other's Confidential Information, or that becomes available to one party other than through violation of the Agreement or applicable law, shall not be "Confidential Information" of the other party. "Confidential Information" also includes:
   a. A fact, a set of data, information, opinion, trade secret, idea, knowledge, process, methodology, know-how, formulation, technique, and any material used in or related to Rethink*EHS* that may be communicated or provided by one party to the other;
   b. Copies or reproductions of the Confidential Information, whether such copies are printed/tangible, or otherwise saved, stored/reproduced in any electronic, digital or

computer-assisted medium, including optical disks, hard drives, memory sticks, USB drives, portable drives, virtual or cloud storage;

c. All non-public information in whatever form, be it verbal, written or in electronic format, concerning the Software or the Services;

d. All information identified as confidential by RETHINK or by CLIENT at the time of their disclosure.

"Rethink*EHS*" in this entire Agreement refers to Rethink*EHS* Safety Management Software, that is, the software and all Services described in the Subscription Agreement. The terms "Rethink*EHS*" and "Services" may be used interchangeably in this Agreement.

"Hosted System" means a combination of software and networking elements that comprise an information technology system.

"Lock-in Period" means minimum of twelve (12) months from the Service Commencement Date within which any cancelation or termination of this Agreement is prohibited.

3. OBLIGATIONS OF RETHINK SAFETY, INC. (RETHINK)

3.1 RETHINK shall provide Rethink*EHS* in accordance with the signed Subscription Agreement, and other specifications in this Agreement. RETHINK shall perform the services in such manner and methods as it may deem necessary to achieve the objectives required by CLIENT.

3.2 RETHINK shall perform all Services in accordance with applicable laws and shall maintain minimum appropriate security measures in the implementation of this Agreement including but not limited to the following:

a. Dedicated Server Firewall that provides protection exclusively to the server and ultimately, a greater level of security;

b. Outgoing and Incoming Data Encryption using Secure Sockets Layer (SSL) that establishes a secure session link between the CLIENT's web browser and web application's site so that all communications transmitted through this link are encrypted and are, therefore, secure;

c. Anti-virus & Malware Scanning that provides proactive sustained protection against viruses, worms, Trojans, spyware and other malware in one solution; and

d. Vulnerability Scanning that provides monthly vulnerability assessment and intrusion detection.

4. OBLIGATIONS OF CLIENT

4.1 CLIENT shall use reasonable security precautions in connection with its use of Rethink*EHS*.

4.2 CLIENT shall comply with the laws applicable to the use of these Services, and in accordance with these General Terms and Conditions, and the Acceptable Use Policy.

4.3 CLIENT shall cooperate with RETHINK's reasonable investigation of Service outages, security problems, and any suspected breach of the Agreement.

4.4 CLIENT shall be responsible for keeping its account permissions, billings and other account information up-to-date.

4.5 CLIENT shall pay the fees for Rethink*EHS* when due, as stated in the signed Subscription Agreement or any other agreement between the two parties.

5. REPRESENTATIONS AND WARRANTIES

5.1 CLIENT acknowledges that there are risks inherent in Internet connectivity that could result in the loss of CLIENT's privacy, Confidential Information and property. As such, RETHINK shall not be held liable or responsible for any damage or injury caused to CLIENT resulting from internet virus, hackers attack, errors, internet interruptions, or from those arising from CLIENT's internet provider or internal network or workstation.

5.2 Except as expressly provided in this Agreement, RETHINK makes no warranties or representations of any kind, nature or description, expressed or implied, covering Rethink*EHS* or any other materials delivered in connection with this Agreement including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. CLIENT shall be solely responsible for the suitability of the services chosen.

5.3 Any services that RETHINK is not contractually obligated to provide but that it may perform for CLIENT at its request and without any additional charge shall be provided on an "AS IS" basis, meaning, there will be no customization. In such case, the system's basic function shall be activated and provided at no additional cost. Any request for changes or modifications of Rethink*EHS* shall be considered customization and shall be subject to a separate agreement.

5.4 RETHINK shall retain the data backup only for the period set forth in Section 17 hereunder.

5.5 RETHINK shall only provide support to CLIENT's administrative or technical contacts listed on its account, unless otherwise specifically agreed to in writing.

6. UNAUTHORIZED ACCESS TO CLIENT'S DATA OR USE OF THE SERVICES

6.1 RETHINK shall not be responsible to CLIENT or any third party for unauthorized access to the latter's data or the unauthorized use of the Services unless the unauthorized access or use results from RETHINK's failure to meet its security obligations stated in Section 3 (Obligations of RETHINK SAFETY, INC.) of these General Terms and Conditions or the signed Subscription Agreement.

6.2 CLIENT shall be responsible for the use of the Services by any of its employees, any person that CLIENT authorizes to use the Rethink*EHS*, any person to whom CLIENT has given access to the Rethink*EHS*, and/or any person who gains access to its data or the Services as a result of its failure to use reasonable security precautions, even if such use was not authorized by CLIENT.

7. SUSPENSION OF SERVICES

7.1 RETHINK, at its discretion, shall suspend Rethink*EHS* and all Services without liability on its part if:

   a. RETHINK reasonably believes that Rethink*EHS* is being used in violation of the Agreement;

   b. CLIENT does not cooperate with RETHINK's reasonable investigation of any suspected violation of the Agreement;

   c. There is an attack on the Hosted System or the Hosted System is accessed or manipulated by a third party without CLIENT's or RETHINK's consent;

   d. RETHINK is required by law, or a regulatory or government body to suspend RethinkEHS; or

   e. there is another event for which RETHINK reasonably believes that the suspension of Rethink*EHS* is necessary to protect RETHINK's network.

7.2 RETHINK shall give CLIENT advance notice of a suspension under this provision immediately or at such time determined by RETHINK, in its reasonable commercial judgment, necessary to protect RETHINK from imminent and significant operational, legal, or security risk.

8. TERMINATION FOR BREACH

8.1 CLIENT may terminate the Agreement for breach if RETHINK materially fails to meet its obligations stated in the Agreement and does not remedy that failure within Thirty (30) Business Days from CLIENT's written notice describing the failure. Termination under Section 8.1 hereunder shall entitle CLIENT to the return of raw data provided to RETHINK in SQL format, within thirty (30) Business Days from the date of termination.

8.2 RETHINK may terminate the Agreement for breach if:

   a. RETHINK discovers that the information that CLIENT provided for the purpose of establishing Rethink*EHS* is materially inaccurate or incomplete;

   b. CLIENT's payment of any invoiced amount is overdue and CLIENT does not pay the overdue amount within thirty (30) Business Days of RETHINK's written notice; or

   c. CLIENT fails to comply with any other provision of the Agreement and does not remedy the failure within thirty (30) Business Days of RETHINK's notice to CLIENT describing the failure.

8.3 RETHINK may also terminate the Agreement for breach if CLIENT violates any provision of the AUP more than once even if CLIENT cures each violation.

8.4 Either party may terminate the Agreement if the other party becomes insolvent or is unable to pay its debts or enters into or files (or has filed or commenced action against it) a petition, arrangement, application, action or other proceeding seeking relief or protection under the bankruptcy laws of the Philippines or any similar laws.

9. CONFIDENTIAL INFORMATION

9.1 Each party agrees not to use the other's Confidential Information except in connection with the performance or use of Rethink*EHS*, as applicable, in the exercise of the parties'

respective legal rights under the Agreement, or as may be required by law. Each party agrees not to disclose the other's Confidential Information to any third person except as follows:

    a. to each of their respective service providers, agents and representatives, provided that such service providers, agents or representatives agree to confidentiality measures substantially in conformity with the General Terms and Conditions of this Agreement;

    b. to a law enforcement or government agency if requested, or if either party reasonably believes that the other's conduct may violate applicable criminal law;

    c. as required by law; or

    d. in response to a subpoena or other compulsory legal process, provided that each party agrees to give the other written notice of at least seven (7) days prior to disclosing Confidential Information under this subsection (or prompt notice in advance of disclosure, if seven (7) Business Days advance notice is not reasonably feasible), unless the law forbids such notice.

9.2 CLIENT and its respective Users shall be responsible for maintaining the confidentiality of its account details, username, password and/or email address to access or use Rethink*EHS* (hereinafter collectively referred to as the "Account Information") and, accordingly, shall be fully responsible for all activities that occur under the CLIENT account regardless of the actual person using the account. CLIENT shall immediately notify RETHINK in writing of any unauthorized use of its account, or any of its Account Information, or any other breach of security. RETHINK shall not be liable for any loss or damage arising from the failure of CLIENT to provide RETHINK with accurate information or to keep the CLIENT Account Information secure, or any loss or damage in connection with the unauthorized access to and utilization of Rethink*EHS*.

9.3 This Section shall remain in perpetuity following the termination of this Agreement. The Parties agree that the duty of confidentiality established in this Agreement will survive any expiration and/or termination of this Agreement, for any reason whatsoever.

10. LIMITATION ON DAMAGES

10.1 RETHINK shall not be liable to CLIENT for failing to provide Rethink*EHS* unless such failure results from a breach of its obligations under Section 3 herein, or results from RETHINK's gross negligence, wilful misconduct, or intentional breach of the Agreement, provided that RETHINK shall be liable only up to twenty-five percent (25%) of the subscription fee paid by CLIENT and received by RETHINK.

10.2 Neither RETHINK nor CLIENT (nor any of either party's employees, agents, affiliates or suppliers) shall be liable to the other for any lost profits or any other indirect, special, incidental or consequential loss or damages of any kind, or for any loss that could have been avoided by the damaged party's use of reasonable diligence, even if the party responsible for the damages has been advised or should be aware of the possibility of such damages. In no event shall either party be liable to the other for any punitive damages.

10.3 RETHINK shall not be liable to CLIENT for lost data unless RETHINK fails to provide the backup services as agreed upon in Section 17 herein. For backup services, CLIENT releases RETHINK from liability for loss of data in cases where such data have changed from the time that RETHINK was last required by the Agreement to perform a backup.

11. INDEMNIFICATION

RETHINK shall not be responsible for any and all damages arising out of or in connection with the misconduct or negligence of CLIENT. As such, CLIENT shall indemnify and hold harmless RETHINK, its shareholders, directors, officers, employees and agents from any and all claims, injuries, liabilities and other damages arising out of the foregoing misconduct or negligence and any other failure of CLIENT to fulfil its obligations under this Agreement.

12. PUBLICITY

CLIENT agrees that RETHINK may publicly disclose that RETHINK is providing Rethink*EHS* to CLIENT and may use CLIENT's name and logo to identify it as RETHINK's client in promotional materials, including press releases, provided that RETHINK shall not use CLIENT's name or logo in a manner suggestive of an endorsement by or affiliation with CLIENT, unless approved by CLIENT.

13. SOFTWARE RIGHTS

13.1 The Parties agree that the subscription to Rethink*EHS* is limited and non-exclusive in nature. RETHINK shall have the exclusive right to grant identical or modified licenses to third parties without the need to obtain the consent of CLIENT and reserves the right to modify, update, upgrade and otherwise change the software, and any portion or aspect thereof, from time to time.

13.2 For its part, CLIENT shall not (a) in whole or in part, copy, photocopy, reproduce, translate, reverse engineer, derive source code, modify, disassemble, decompile, or create derivative works based on Rethink*EHS* nor reproduce any documentation related thereto; and (b) sell, grant any interest in or transfer reproductions of Rethink*EHS*, or any part thereof, to subsidiaries, affiliates, related parties or third parties, or rent, lease, or otherwise allow the use of Rethink*EHS* by subsidiaries, affiliates, related parties or third parties. CLIENT acknowledges that any violation of its obligations under this Section will cause grave and irreparable injury to RETHINK and that RETHINK shall have the right to resort to the appropriate injunctive or other equitable immediate relief in addition to monetary compensation of at least One Million Pesos (PhP1,000,000.00) against them.

13.3 CLIENT agrees to use Rethink*EHS* strictly in accordance with the terms and conditions of this Agreement, and any unauthorized use of the Rethink*EHS* is and shall be deemed a violation of RETHINK's rights and a violation of this Agreement.

13.4 CLIENT further agrees to comply with any requirement of RETHINK regarding the use of the Rethink*EHS* which the latter from time to time may determine to be necessary, provided that such requirement is duly communicated to CLIENT.

14. DEPLOYMENT

RETHINK shall deploy Rethink*EHS* described in the Subscription Agreement by the date agreed upon, provided that CLIENT shall promptly provide all information that RETHINK may reasonably request to complete deployment, and provided further that, for deployment outside Metro Manila, reasonable transportation and deployment costs shall be covered by CLIENT.

Deployment activities shall consist of the following:
- a. Release – RETHINK shall collect necessary client information for Account activation.
- b. Account Activation – RETHINK shall create custom domain/URL per client and provide initial administrator.
- c. Log-in access.
- d. Software/Application hands-on training for all system users – This training shall cover four (4) sessions for the first-year subscription period.
- e. User acceptance.
- f. Quarterly online updates.

15. SERVICE LEVEL GUARANTEES

15.1 <u>Software</u>. RETHINK guarantees that Rethink*EHS* will be available 99.99% of the time in a given month, excluding maintenance.

15.2 <u>Network.</u> RETHINK guarantees that its data center network will be available 99.99% of the time in a given month, excluding maintenance.

15.3 <u>Dedicated server firewall</u>. Provides protection exclusively to the server, and ultimately, a greater level of security.

15.4 <u>Anti-virus & Malware Scanning</u>. Provides proactive, sustained protection against viruses, worms, Trojans, spyware and other malware in one solution.

15.5 <u>Vulnerability Scanning</u>. Provides monthly vulnerability assessment and intrusion detection.

16. TERM

16.1 Unless otherwise terminated as provided herein, this Agreement shall remain enforced from the Service Commencement Date and for the entire agreed period thereafter, provided that this Agreement shall not be terminated earlier than twelve (12) months from the Service Commencement Date.

16.2 Upon expiration of the agreed initial term, this Agreement shall automatically renew for successive extended terms of one year each unless and until one of the parties provides the other with at least thirty (30) Business Days advance written notice of non-renewal.

16.3 In case CLIENT decides not to renew this Agreement, CLIENT shall be entitled to the return of its raw data provided to RETHINK in SQL format, within thirty (30) Business Days from the date of termination.

17. DATA BACKUP AND RESTORE

17.1 RETHINK shall provide a weekly full backup and a daily differential backup with a two (2) week-data retention. Unless a longer period of time is required depending on the size of CLIENT's data, data recovery shall be completed within 24 hours.

17.2 Upon termination of the subscription and should CLIENT so request, RETHINK may provide services of backing up CLIENT's historical data at CLIENT's cost.

18. FEES AND TAXES ON SERVICES

18.1 FEES

The Fees are exclusive of Value Added Tax (VAT) and the applicable withholding tax, which shall be for the account of CLIENT.

18.1.1 In the first-year lock-in period, CLIENT shall pay the Annual Subscription Fee in advanced upon receipt of Statement of Account (SOA), without need of demand.

18.1.2 The SOA for the Fees due upon the execution of this Agreement shall be paid by CLIENT in the following manner:

a. 100% payment of the Annual Subscription Fee and the Deployment Fee, upon receipt of Statement of Account (SOA).

b. If customization is requested by the CLIENT, a 50% down payment of the Customization Fee must be paid prior to the Development work.

18.1.3 Upon renewal of Services, RETHINK may change the fees chargeable to CLIENT, and with advance written notice.

18.1.4 Any other fees due to RETHINK shall be billed through the issuance of the corresponding SOA and shall be paid by CLIENT within ten (10) Business Days from receipt thereof.

18.1.5 If any amount due under this Agreement remains unpaid on due date, CLIENT shall be liable to pay interest on the unpaid amounts, at the rate of 24% per annum until such amount is fully paid.

18.1.6 Fees shall always be paid in advance per year of subscription within the lock-in period and are non-refundable. If CLIENT cancels the subscription for the succeeding years within the agreed lock-in period, the CLIENT shall pay the remaining subscription amount for the lock-in period in full within thirty (30) days.

18.1.7 Failure of CLIENT to pay any of the fees or such other amount due under this Agreement shall be subject to the provisions in Sections 8.2 and 8.3 without need of notice or judicial declaration and without any liability whatsoever, including termination of the access and utilization of the Rethink*EHS*, until all such fees, including interests and damages as may be authorized under this Agreement and law are fully paid, and such violations have been cured by CLIENT.

18.2 TAXES

If RETHINK is required by law to collect taxes on the provision of Rethink*EHS* and Services, CLIENT shall pay RETHINK the amount of the tax that is due, or provide RETHINK with satisfactory evidence of its exemption from the tax.

19. RECOMMENDATIONS

RETHINK may from time to time recommend third-party software or other products and services for CLIENT's consideration. RETHINK MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING PRODUCTS AND SERVICES THAT ARE NOT PURCHASED FROM RETHINK. CLIENT's use of any such products and services is governed by the terms of its agreement with the provider of those products and services

20. USERS OF THE SERVICES

CLIENT may permit its subsidiaries and affiliated companies to use the Services if it so wishes; provided that, CLIENT shall be responsible for the acts or omissions of the permitted users. RETHINK shall provide support only to CLIENT, not to its customers, subsidiaries or affiliates. There shall be no third-party beneficiaries to the Agreement, such that CLIENT customers, subsidiaries, affiliates and other third parties shall not have any rights against either RETHINK or CLIENT under this Agreement.

21. NOTICES

Any communication in connection with this Agreement shall be in writing and, unless otherwise stated, may be given in person, by courier, fax, or any electronic communication and delivered to each Party at the following addresses:

If to RETHINK:
rethinkehs@rethinksafety.com
RETHINK SAFETY, INC.
#10 Sta. Rosa St., Brgy. Kapitolyo, Pasig City 1603
+632 8 356 4590

Any Party may change its contact information set out above by delivering written notice thereof to the other Party in accordance with this Section 21.

Communications shall be deemed given (a) if sent by personal delivery, registered mail or courier service, at the time of delivery; and (b) if sent by electronic mail, upon receipt by the sender of an electronic confirmation of delivery from the recipient's electronic mail server. For purposes of clause (b) of the immediately preceding sentence, each Party shall notify the other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is likely to continue for more than two business days. Until that Party has notified the other that the

failure has been remedied, all notices between the Parties shall be sent by fax, courier or letter as provided hereunder.

22. OWNERSHIP OF INTELLECTUAL PROPERTY

22.1 Both parties retain all rights, title and interest in and to their respective trade secrets, inventions, copyrights and other intellectual property. Any intellectual property developed by RETHINK during the performance of Rethink*EHS* shall belong to RETHINK.

22.2 CLIENT acknowledges and recognizes that RETHINK owns or otherwise has the full, exclusive right to the intellectual property rights of Rethink*EHS* and the corresponding Services, including computer codes, processes, data, methods of operation, moral rights related thereto or derived therefrom. CLIENT agrees that during the Term and after the termination of the Agreement, it shall not directly or indirectly dispute, contest, counsel or aid in disputing or contesting the validity, enforceability or ownership of the Software.

22.3 CLIENT shall not acquire any right, title or interest in and to the Rethink*EHS*, nor in the goodwill associated therewith. CLIENT hereby grants RETHINK the right to use the information received from it to improve or modify Rethink*EHS*

23. OWNERSHIP OF OTHER PROPERTY

CLIENT shall not acquire any ownership, interest in or right to possess the Hosted System, and CLIENT shall have no right of physical access to the Hosted System. RETHINK shall not acquire any ownership, interest in or right to the information that CLIENT transmits to or from or store on its RETHINK servers or other devices or media.

24. INTELLECTUAL PROPERTY INFRINGEMENT

CLIENT shall notify RETHINK promptly about any suspected infringement of any of the intellectual property rights and related information or any suspected passing off or threat or challenge to the validity of RETHINK's rights in the same. CLIENT shall take, join or assist in such necessary action as may be reasonably requested by RETHINK to protect its rights over intellectual property rights and related information.

If RETHINK or any of its customers is faced with a credible claim that Rethink*EHS* and Services infringe on the intellectual property rights of a third party, and RETHINK is not reasonably able to obtain the right to use the infringing element or modify Rethink*EHS* and Services such that they do not infringe, then RETHINK may terminate the Agreement upon reasonable notice of at least ninety (90) days, and will not have any liability on account of such termination except only up to twenty-five percent (25%) of the subscription fee paid by CLIENT and received by RETHINK as stipulated in Section 10.1

25. NON-COMPETITION

CLIENT, its parent company, its subsidiaries, and affiliates, as well as its respective shareholders, officers, employees, and agents, during the term of this Agreement and for Five

(5) years thereafter, except as otherwise approved in writing by RETHINK, shall NOT, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person:

a. Divert or attempt to divert any business, client, or customer of RETHINK to any competitor, by direct or indirect inducement or other means, or do or perform, directly or indirectly, any other act injurious or prejudicial to the business of RETHINK.

b. Employ or seek to employ any person employed, or previously employed, by RETHINK, within Three (3) years from the date of termination of the employment of said person from RETHINK. In any case, an employment clearance will have to be obtained from RETHINK prior to such employment by CLIENT.

c. Acquire or develop, directly or indirectly, any interest, whether financial, technical, operational or otherwise, in any enterprise which, by its nature, would be similar or identical to, or be in direct or indirect competition with, conflicting with or derogatory to the business, interests or operations of RETHINK and shall likewise not, directly or indirectly, engage in any employment, activity, profession or vocation as an employee, agent, contractor, consultant, programmer, or in any other capacity whatsoever, whether gratuitously or otherwise, which would conflict with the business of RETHINK or be in competition with RETHINK, either in their own behalf or in behalf of any person, firm or company.

d. Develop, write, program or create, any software, application, computer program or other electronic or digital system similar or identical to Rethink*EHS*, for CLIENT's own use or distribution to third parties or the public, whether for profit or otherwise.

26. ASSIGNMENT/SUBCONTRACTORS

26.1 Neither party may assign the Agreement without the prior written consent of the other party.

26.2 RETHINK may use third party service providers to perform all or any part of the Services, but RETHINK remains responsible to CLIENT under this Agreement for services performed by its third-party service providers to the same extent as if RETHINK performs the Services itself.

27. FORCE MAJEURE

Neither party will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond either party's control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

28. NON-WAIVER

Except as otherwise provided in this Agreement, no failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver by any Party of any breach of any term, covenant, agreement, representation or warrant contained

in this Agreement, in any or more instances, shall be deemed to be or construed as a waiver of any other condition or of the breach of any other term, covenant, agreement, representation and warranty contained in this Agreement. No waiver of any term, provision or condition in this Agreement shall be deemed to be or construed as further or continuous waiver of such term, provision or condition.

29. GOVERNING LAW, LAWSUITS

The Agreement is governed by the laws of the Philippines. All suits which may arise under this Agreement and other matters directly related thereto shall be filed exclusively in the competent courts of Pasig City to the exclusion of other courts elsewhere situated. CLIENT agrees that it shall not bring or participate in any class action lawsuit against RETHINK or any of its employees or affiliates.

30. SOME AGREEMENT MECHANICS

30.1 Unless otherwise expressly permitted in this Agreement, the General Terms and Conditions, Acceptable Use Policy, the Agreement and any addenda referenced in any of them, may be amended only by a formal written agreement signed by both parties. A Service Description maybe amended to modify, add, or remove certain Services, by a formal written agreement signed by both parties, or by an exchange of correspondence that includes the express consent of an authorized individual for each party.

30.2 If CLIENT has made any change to the Agreement that it did not bring to RETHINK's attention in a way that is reasonably calculated to put RETHINK on notice of the change, the change shall not become part of the Agreement and shall have no effect whatsoever.

30.3 The Agreement may be signed in multiple counterparts, which taken together will be considered as one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures.