KYRO API Terms of Use

Last Updated: April 17, 2024

These KYRO API Terms of Use (the "**Agreement**") govern your access to and use of the KYRO APIs and KYRO's Development Accounts (collectively the "**Developer Offerings**").

Overview and Definitions

This Agreement forms a binding agreement between you and KYRO. "**KYRO**," "**we**," "**our**," and "**us**" refer to KYRO Technologies, Inc. and its affiliates, and "**Developer**," "**you**," and "**your**" refer to the individual, company or legal entity you represent.

You agree to this Agreement by accessing or using the Developer Offerings or by clicking "accept" (or similar button). If you do not agree to this Agreement, do not use our Developer Offerings.

If you are accepting this Agreement or accessing or using the Developer Offerings on behalf of another person, employer or entity: (a) you represent that you have the authority to do so, (b) all references to "you" throughout this Agreement will include that person, employer or entity, and (c) in the event you, the person, employer or entity violates this Agreement, the person, employer or entity agrees to be responsible to us.

We may supply different or additional terms, conditions, guidelines, policies, or rules in relation to our Developer Offerings ("Supplemental Terms"), including KYRO User Terms of Service, the KYRO Trademark Use Guidelines, and any other policies identified as Supplemental Terms herein, which are incorporated by reference into this Agreement. If there is a conflict between this Agreement and the Supplemental Terms, the Supplemental Terms will control for that conflict.

KYRO MAY, IN ITS SOLE DISCRETION, MODIFY THIS AGREEMENT AT ANY TIME, WITH OR WITHOUT PRIOR NOTICE. CONTINUED USE OF THE DEVELOPER OFFERINGS FOLLOWING THE RELEASE OF A SUBSEQUENT VERSION OF THIS AGREEMENT WILL BE DEEMED YOUR ACCEPTANCE OF ANY MODIFICATIONS MADE. THE "UPDATED AS OF" LEGEND ABOVE INDICATES WHEN THIS AGREEMENT WAS LAST MODIFIED.

Definitions

"Application" means any application, integration, connector, embedded experience, website, tool, service, or product you develop, create, or offer using the KYRO APIs, including any enhancements, upgrades, updates, bug fixes, patches, new versions and other modifications to any of the foregoing.

"End User" means end users of your Application.

"End User Data" means any data, content or information of an End User that is accessed, collected or otherwise processed by you or your Application.

"End User Privacy Policy" means a legally adequate privacy policy provided to each End User from whom you or your Application collects, accesses, or processes End User Data.

"End User Terms" means a legally adequate agreement governing End User Application use.

"KYRO APIs" means: (a) any form of machine accessible application programming interface KYRO makes available to you that provides access to the Service, including associated tools, elements, components and executables therein, (b) KYRO's software development kits, (c) KYRO sample code that enables interactions with KYRO's services or software, and (d) KYRO Developer Documentation. KYRO APIs do not include non-public APIs.

"Security Incident" means any actual or suspected: (a) unauthorized access, acquisition, use, disclosure, modification, loss or destruction of End User Data in the possession or control of you or your agents or contractors, (b) security vulnerability or compromise of your Application or systems that operate or support your Application; or (c) issue involving your systems or Application that materially degrades KYRO's systems, networks, the Developer Offerings or Service.

"Service" means KYRO's construction management platform and other cloud and software products. The "Service" does not include the Developer Offerings.

Access to and Use of the Developer Offerings

These KYRO API Terms of Use (the "**Agreement**") govern your access to and use of the KYRO APIs and KYRO's Development Accounts (collectively the "**Developer Offerings**").

Eligibility

To use the Developer Offerings, you agree that you: (a) must be at least 16 years old, or older if required by applicable law for KYRO to lawfully provide the Developer Offerings to you without parental consent; (b) will only have one registered account, as applicable; and (c) are not already restricted by KYRO from using the applicable Developer Offerings. You represent and warrant that any information that you provide in connection with your use of the Developer Offerings is accurate. Providing false information in connection with your use of the Developer Offerings or creating an account with false information is a violation of this Agreement, including registering accounts on behalf of others.

Registration and Your Account

Registration with KYRO and the creation of a development account with KYRO (a "Development Account") is optional for use of some KYRO APIs but may be required for use of other KYRO APIs. In connection with your registration with KYRO or the creation of a Development Account, you must provide complete, accurate, and truthful information and update the registration information promptly if there are any changes. You may only permit your authorized users to access your Development Account and are responsible for: (a) maintaining the confidentiality of their login credentials for your Development Account, and (b) all activities that occur under your Development Account. You may not assign or transfer your Development Account to any other person or entity without KYRO's prior written permission. You agree that KYRO is not responsible for third-party access to your Development Account that results from the theft or misappropriation of your login credentials.

Non-Public APIs

This Agreement does not grant you any right to access or use any of KYRO's non-public APIs, which are governed by separate agreements and additional terms with KYRO.

Notices and Messaging

You understand that by accessing or using the Developer Offerings, you may receive regular updates, marketing, and other communications regarding new or existing KYRO promotions, products and services. You agree that KYRO will provide notices and messages to you in the following ways: (1) within your Development Account, or (2) sent to the contact information you provide us (e.g., email, mobile number, physical address). You may opt out of receiving promotional or marketing communications from us at any time by using the unsubscribe link in the email communications we send or by filling out the Marketing Opt-Out Form.

License to You

Subject to the restrictions set forth in the "Use Restrictions" sections below, KYRO grants you a non-exclusive, worldwide (subject to this Agreement), non-transferable, limited license to: (a) access and use the KYRO APIs only to develop, test and support an integration of your Application with the Services; and (b) access and use your Development Account created in accordance with this Agreement solely to develop, modify or test your Application or demonstrate your Application to potential End Users. You may not sell, rent, lease, sublicense, redistribute, or syndicate specific access to the Developer Offerings.License to KYROTo the extent you provide any of your (excluding End User Data) content, data, information, personal data and other materials ("Developer Data") via your Application or other means to the Services, you hereby grant KYRO Group (defined below), and its subprocessors a worldwide right and license to access, host, display, process, analyze, transmit, reproduce, and otherwise utilize Developer Data for the purposes of providing, developing and improving the Services in accordance with this Agreement. You represent and warrant that Developer Data, and KYRO's use of such Developer Data as permitted by this Agreement, will not violate any rights of or cause injury to any person or entity.

Use Restrictions

Your rights to access and use to the Developer Offerings is subject to compliance with the Developer Documentation and Supplemental Terms, and any access to or use of the Developer Offerings other than as specifically authorized herein, without our prior written permission, is strictly prohibited, will terminate the license granted herein and violate our intellectual property rights.

You will not: (a) access or use the Developer Offerings in violation of any law or regulation; (b) access or use the Developer Offerings in any manner that: (i) compromises, breaks or circumvents any Developer Offerings or Service technical processes or security measures, (ii) poses a security vulnerability to Service customers or End Users, (iii) tests the vulnerability of the Service or KYRO's systems or networks; (iv) monitors the Service or Developer Offerings availability, performance or functionality; or (v) harvest, collect, use or gather content or data from or through the Developer Offerings or Service without consent; (c) access the Developer Offerings or Services to replicate or compete with the Services in whole or in part; (d) attempt to reverse engineer or derive source code, trade secrets, or know-how of the Developer Offerings or Services; (e) create or distribute any derivative work of the Developer Offerings; (f) introduce any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature to the Developer Offerings or the Services; or (g) attempt to use the KYRO APIs in any way that exceeds rate limits, or is excessive or abusive usage.

You will: (1) not share your keys or credentials for the KYRO APIs ("Tokens"), (2) keep Tokens and login information secure and confidential, and (3) use Tokens as your sole means of accessing the KYRO APIs.

You also will not: (a) use your Developer Offerings as a managed service or for outsourcing, renting or time-sharing; (b) use your Developer Offerings for volume, stress or performance testing activities except as expressly authorized herein or by KYRO in writing; (c) reprint, distribute or embed any Developer Documentation or Service documentation; (d) copy, modify or create a derivative work of the Developer Offerings; (e) gain or attempt to gain unauthorized access to the Service.

Audit and Access Rights

If KYRO believes there is, may be or will be a violation of this Agreement that can be remedied by modifying or updating your Application, KYRO will, in most cases, contact you to take direct action rather than intervene. KYRO may directly intervene to take action if you are not responsive, or if we believe there is a credible risk of harm to KYRO, the Service, our customers, End Users or any third party. KYRO reserves a right to audit your Application to make sure it does not violate this Agreement, the Supplemental Terms, or our policies. You agree that you will cooperate with such audits and provide KYRO with proof that your Application complies with these Terms, the Developer Documentation, the Supplemental Terms, and KYRO's policies. You agree that KYRO and its agents or contractors conducting the audit will bear no responsibility or liability arising from such audit.

APIs and Documentation Modifications

KYRO, in its sole discretion, may change the Developer Offerings, including the KYRO APIs (including backwards incompatible changes), the Developer Documentation and Services. KYRO will use reasonable efforts to give notice of these changes via the Developer Documentation, your Developer Account, or other method chosen by KYRO. Portions of the KYRO API are undocumented, including certain methods, events, and properties. Undocumented aspects of the KYRO APIs may change at any time without notice.

End Users

End User Data.
An End User may provide permission for you or your Applications to access End User Data.

Collection and Use. You will provide all required disclosures and must obtain all necessary rights, permissions, and consents from End Users for your access, collection, storage, transmission, treatment, use, disclosure, sharing, and other processing of End User Data. You will ensure that all processing complies with your End User Terms, End User Privacy Policy, and applicable law. You will not sell or exchange any End User Data. KYRO will not be liable or responsible for End User Data processed by you or your Application. Your processing of End User Data is not in any way by or on behalf of KYRO.

End User Communications. You may use End User Data to communicate directly with End Users only where required by law or where requested by or consented to by the End User. You may not send marketing messages to End Users within any user experience integrated or embedded with the Service without KYRO's express written consent.

End User Terms
You (not KYRO) provide the Application to your End Users. You must ensure End Users agree to your End User Terms, which must comply with all applicable laws and regulations and this Agreement. Your End User Terms must at a minimum specify that: (a) the End User Terms are solely between you and the End

User, not KYRO, and that you are solely responsible for the Applications and any content included therein, (b) you, not KYRO, are solely responsible for providing any delivery, implementation, maintenance and support services in connection with the Applications, (c) you, not KYRO, are solely responsible for any product warranties, whether express or implied by law, with respect to the Applications and any issues related to privacy, data security, data loss or other related security issues, (d) you, not KYRO, are responsible for addressing any claims of the End User relating to the Applications and any content included therein, including but not limited to: (i) product liability claims, (ii) any claim that the Applications or any content included therein fails to comply with any applicable law, and (iii) claims arising under consumer protection or similar legislation, and (e) you, not KYRO, will be solely responsible and indemnify the End User for any claims that the Applications or any content included therein infringes a third party's intellectual property rights.

You acknowledge and agree that KYRO is a third-party beneficiary of any End Users Terms and that, upon the End User's acceptance of the End User Terms, KYRO will have the right (and will be deemed to have accepted the right) to enforce the End User Terms against the End User as a third-party beneficiary thereof).

KYRO does not and will not have any responsibility or liability related to compliance or non-compliance by you or any End User under the End User Terms or End User Privacy Policy.

End User Privacy Policy

You must provide a clear, understandable and accurate End User Privacy Policy that: (a) processing of End User Data via the Application is between you (and not KYRO) and the End User based on the End User's instructions to you; and (b) notifies End Users that you (and not KYRO) are responsible for the privacy, security, and integrity of any End User Data processed by you or your Application. Your End User Privacy Policy must provide clear and complete information to End Users on your access, collection, and processing of End User Data, who you share End User Data with, which country or countries the End User Data will be processed in, details of any other disclosures required by law such as data subject rights, and the mechanisms for exercising data subject rights as applicable. You must comply with your End User Privacy Policy, and promptly notify end users and KYRO of any material changes to it.

Security

You must use industry-standard security measures appropriate for all End User Data and your processing activities, adequate to preserve End User Data's confidentiality and security and comply with all applicable laws. You will comply with any security, coding practices, authentication or encryption requirements for Applications in the Developer Documentation. You will remediate all security vulnerabilities identified by KYRO within the timeframes described in the Developer Documentation.

Security Incidents.

Upon discovery or notice of any Security Incident or of any breaches of your user agreement or privacy policy that impact or may impact customers or users of the Service, unless prohibited by law, you will promptly (within 24 hours) notify KYRO via security@kyro.us. The notice will provide KYRO information about the Security Incident and how it may affect the Service, Developer Offerings, End Users and End User Data. You will provide further information and assistance on the Security Incident as requested by KYRO. Without limiting your other obligations, if there is a Security Incident, you will be solely

responsible, at your own expense, for the investigation, remediation and your own notifications to affected end users and regulatory authorities in accordance with laws and industry standards. You must obtain KYRO's approval for any breach notifications to End Users that refer directly or indirectly to KYRO. You must ensure that you have an updated contact name and contact information in your Developer Account for Security Incidents. Without limiting any other reserved rights of termination or suspension, KYRO may immediately suspend use of or access of your Application to the Service and/or the Developer Offerings without prior notice as a result of any Security Incident.

Ownership and Proprietary Rights

Reservation of Rights

You retain your ownership rights in your Application. KYRO owns and will continue to own the Developer Offerings, the Developer Documentation and the Service, including all related intellectual property rights therein. KYRO retains all rights not expressly granted by this Agreement.

Feedback

If you send us any feedback or suggestions regarding the Developer Offerings, Developer Documentation, or any Service, you grant KYRO an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any compensation or attribution to you. KYRO, in its sole discretion, may choose whether or not to implement the suggestions.

Usage Data

KYRO may collect information regarding use of the Developer Offerings, Applications, Services and related sites (excluding any personally identifiable information). Please review KYRO's Privacy Notice for more information on how we collect and use data relating to the use and performance of our websites and products.

Termination

You may terminate the Agreement by discontinuing use of the Developer Offerings or by providing a termination notice to KYRO. KYRO may terminate the Agreement at any time with or without cause, and without notice to you. Upon Agreement termination, all rights and licenses granted to you will terminate immediately. Upon termination of the Agreement, you will promptly destroy copies of any documentation and any other KYRO information in your possession or control that was received under the Agreement. Unless otherwise specified by KYRO, all End User licenses and subscriptions to Applications (including any related support or maintenance periods) will survive termination or expiration of the Agreement per the End User Terms.

Representations; Disclaimer of Warranties

You represent and warrant that you have validly entered into the Agreement and have the legal power to do so.

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE DEVELOPER OFFERINGS, SERVICE, DEVELOPER DOCUMENTATION AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. KYRO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT REPRESENT OR WARRANT THAT THE SERVICE OR DEVELOPER OFFERINGS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WHILE KYRO ATTEMPTS TO MAKE YOUR USE OF OUR DEVELOPER OFFERINGS AND ANY CONTENT THEREIN SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR SERVICE OR DEVELOPER OFFERINGS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, CONTENT OR MATERIALS. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE DEVELOPER OFFERINGS AND SERVICE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THE AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH KYRO AND KYRO'S RESPECTIVE AFFILIATES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

Limitation of Liability

IN NO EVENT WILL KYRO, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS ("**KYRO GROUP**") HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICE OR DEVELOPER OFFERINGS HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT YOU OR THE THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL KYRO GROUP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICE OR DEVELOPER OFFERINGS (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED US$100.

The limitations under this section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law.

Indemnification of KYRO

You will indemnify, defend (at KYRO's request) and hold KYRO Group and their respective employees, agents, subprocessors, contractors, customers, end users and licensees (the "**KYRO Parties**") harmless from and against any claims, losses, costs, expenses (including reasonable attorneys' fees), damages or liabilities based on or arising from: (a) your actual or alleged misuse or your End User's actual or alleged misuse of the Service or Developer Offerings, (b) your Developer Data, Application(s) and any content or data included therein or processed thereby, (c) your relationships or interactions with any End Users or third party; (d) you or your authorized user's breach or alleged breach of the Agreement; (e) any Security Incidents related to your Applications, infrastructure or third party services supporting your Applications or infrastructure; (f) your or your End User's violation of your End User Terms or End User Privacy Policy, (g) your actual or alleged infringement of any third party's intellectual property rights or rights to privacy or publicity, or (h) your actual or alleged violation of any law or regulation. KYRO reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to

indemnify us and you agree to cooperate with our defense of these claims. You may not settle a claim without KYRO's prior written consent (not to be unreasonably withheld).

Release

To the fullest extent permitted by applicable law, you release KYRO, the KYRO Group, and the other KYRO Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between you and your End Users and the acts or omissions of third parties.

KYRO Confidential Information

You may gain access to KYRO's confidential or proprietary information. KYRO's confidential or proprietary information includes all information in tangible or intangible form labeled "confidential" (or with a similar legend) or information that would reasonably be understood to be confidential by its nature ("**Confidential Information**"). The Developer Offerings and any nonpublic Developer Documentation, APIs, technology, technical information, product plans, and related communications from KYRO are Confidential Information. You may use Confidential Information only as necessary in exercising your rights under this Agreement. You agree to protect Confidential Information from unauthorized use, access, or disclosure and to not disclose Confidential Information to a third party without KYRO's prior express written consent, except when compelled to do so by law, but before doing so, you will, if permitted by law: (a) promptly notify KYRO in writing, (b) reasonably cooperate with KYRO (at KYRO's sole expense) if KYRO chooses to seek a protective order or other remedy to prevent or limit the disclosure of Confidential Information, and (c) not disclose any Confidential Information until KYRO has chosen in its sole discretion to waive compliance with this section as to such Confidential Information or has been granted or denied a protective order. If you must disclose Confidential Information after complying with this section, you will only disclose the information legally required.

Independent Development; Information You Provide Is Not Confidential.

KYRO develops its own products and services and works with other parties and developers. KYRO or these third parties could in the future develop (or already have developed) products, concepts or ideas similar to yours or your Applications. Subject to KYRO's obligations under this Agreement and the terms of any mutually agreed non-disclosure agreement, nothing limits KYRO or such third parties from doing so, and KYRO has no confidentiality obligations for information you submit in connection with the Agreement.

General

Force Majeure

Neither party will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and government action.

Survival

The sections titled "Ownership and Proprietary Rights," "Termination," "Representations; Disclaimer of Warranties," "Limitation of Liability," "Indemnification of KYRO," “Release,” "KYRO Confidential Information," the provisions under the general heading "General," and those sections intended to survive by their nature will survive any termination of the Agreement.

Relationship of the Parties

The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to the Agreement.

Notices

Notices must be in writing and will be deemed given when delivered. KYRO may provide notice to the email or physical address you provide or through KYRO's developer website. Your notices to KYRO must be given via email to legal@kyro.us or by overnight delivery to KYRO Technologies, Inc., Attention Chief Legal Officer, 9720 Coit Road, Suite 220-345, Plano, TX 75025. All notices must be in writing and will be effective when received.

Export Controls

Applications may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. You warrant that: (a) you are not located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions; (b) you are not a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in other jurisdictions, and (3) you will not use the Developer Offerings, Service and/or Applications in connection with technical data that is controlled under ITAR, any of its foreign counterparts, or any national security laws or regulations.

You agree to comply with all applicable export and re-export control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and ITAR. Specifically, you agree that you shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Applications, to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

Modifications to the Agreement

KYRO may modify the Agreement from time to time, including any referenced Supplemental Terms, policies, terms or their URLs. KYRO will use reasonable efforts to notify you of modifications. You may be required to click through the modified Agreement to show your acceptance. Your continued use of the Developer Offerings after the modification constitutes your acceptance to the modifications. If you do not agree to the modified Agreement, your sole remedy is to terminate your use of the Developer Offerings.

Waiver

No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. No waiver under the Agreement will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

Severability

The Agreement will be enforced to the fullest extent permitted under applicable law. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement will remain in effect.

Assignment

You may not assign or delegate any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of KYRO (not to be unreasonably withheld). Any purported assignment in violation of this section is void. KYRO may freely assign this agreement without restriction and without obtaining your consent. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Governing Law and Venue

The Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the laws of the State of Delaware, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts located in Delaware will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Agreement or its formation, interpretation or enforcement. Each party consents and submits to the exclusive jurisdiction of such courts. Nothing in the Agreement will prevent KYRO from seeking injunctive relief for a violation of intellectual property rights, any Security Incident or security issue, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction. **Each party waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.** In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. If any conflict or inconsistency exists between the provisions in this Agreement and any other documents or pages referenced in this Agreement, the following order of precedence will apply: (a) the Agreement, (b) Developer Documentation, and (c) any other documents or pages referenced or linked in the Agreement.