

Terms of Service Agreement of NovelASPECT.com, Inc.

1) ACCEPTANCE OF TERMS OF SERVICE

This agreement ("Agreement") is between NovelASPECT.com, Inc. ("NovelASPECT.com") and you, an individual or an official representative of a corporation or other entity, as such duly accredited to engage your organization to this Agreement ("You" or "Your"), as an authorized user of the NovelASPECT.com online services, web services, application hosting services, consulting services, or any other products or services of NovelASPECT.com (together the "NovelASPECT.com Services" or the "Services"), and governs the terms and conditions of your use of the NovelASPECT.com Services. Each NovelASPECT.com Service is provided to you under these Terms of Service for NovelASPECT.com, INC., including any policies that may be published by NovelASPECT.com from time to time (collectively, the "Agreement"). PLEASE READ THE AGREEMENT CAREFULLY BEFORE USING THE NOVELASPECT.COM SERVICES. BY CHECKING THE "I HAVE READ AND ACCEPT THE TERMS OF SERVICE OF NOVELASPECT.COM, INC." CHECKBOX DURING INITIAL SIGNUP, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY USING ANY OF THE NOVELASPECT.COM SERVICES, YOU CONFIRM YOUR ACCEPTANCE OF, AND AGREE TO BE BOUND BY, THIS AGREEMENT.

You and NovelASPECT.com are the only parties to the Agreement referred to singularly as a "Party" and collectively as the "Parties". No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

NovelASPECT.com reserves the right to change the Agreement at any time and to notify you by publishing an updated version of the Agreement on the NovelASPECT.com website. No other Agreement version will be effective or enforceable against NovelASPECT.com. You agree to review changes to the Agreement, the NovelASPECT.com Privacy Statement and other applicable policies of NovelASPECT.com from time to time and if any change is not acceptable to You, You agree to immediately terminate use of the NovelASPECT.com Services. Your use of the NovelASPECT.com Services after the effective date of any such change constitutes your acceptance of all such changes.

The NovelASPECT.com Services provided pursuant to this Agreement are being offered only to natural persons age eighteen (18) or older, and to individuals, entities, or other legal persons who have authorization to sign legally binding contracts. By accepting the terms of this Agreement, You are representing and warranting to NovelASPECT.com that you are age eighteen (18) or older and/or the authorized signatory. If any information provided to NovelASPECT.com by you is inaccurate, then NovelASPECT.com may, in its sole discretion, elect to terminate Your Account and right to use the NovelASPECT.com Services.

2) FEES

NovelASPECT.com charges Service Fees, and Consulting Fees where applicable. All such fees are subject to change upon 30 days notice. Service Fees apply from the moment the Set-up work is completed. Consulting Fees shall be payable pursuant to the terms of a Consulting Agreement.

NovelASPECT.com reserves the right to offer subsequent promotional rates, which may or may not be more favorable than the terms under which you entered this Agreement. Any such periodic special rates shall not effect the then existing rights and responsibilities of each Party. NovelASPECT.com reserves the right to change the rate charged for any such fee under this Agreement upon 30 days notice. Promotional offers and special rates may not be combined.

To the extent that you qualify for any promotional offers or special rates offered by NovelASPECT.com, these terms and conditions may be modified by the terms and conditions of the promotion or special offer. In such a case, the terms and conditions of the promotion, to the extent they differ from the terms and conditions expressed herein, govern.

NovelASPECT.com specifically reserves the right to institute additional charges upon notice to you. NovelASPECT.com reserves the right to alter, change, amend or delete charges at its sole discretion. NovelASPECT.com further reserves the right to institute new services and charge fees in association with the provision of such new services as it deems appropriate. NovelASPECT.com does not charge for your use of software when you are using software licenses that you have purchased from a software manufacturer or their distributor. Fees charged by NovelASPECT.com in association with your use of such software are for use of, access to, and/or maintenance of computer and network systems and for consulting and support.

3) PAYMENT OF FEES

You are responsible for paying all fees and charges including all applicable taxes incurred through Your Account with NovelASPECT.com. Payment of fees must be made by Credit Card (American Express, Visa, and MasterCard). Payment for all products and services is due in advance, unless specifically stated otherwise in the offer or promotion pursuant to which you have ordered or are ordering Services from NovelASPECT.com. All payments shall be made in United States Dollars.

Prior to activation of Your Account and at any applicable time thereafter You authorize NovelASPECT.com to charge the Credit Card provided by You for the amount of the fees due for the agreed upon services, together with any applicable Set-Up Fee, or any other charges outlined herein as may be applicable. You further authorize NovelASPECT.com to charge Your Credit Card for all subsequent recurring fees at, including but not limited to fees resulting from services provided in addition to or in excess of the previously agreed-upon limits, or a reasonable period in advance of, the commencement of any such subsequent period. Should You fail to provide Credit Card authorization to pay any such fees, NovelASPECT.com, at its sole discretion will have the right to suspend Your account and/or terminate it under the TERMINATION section of this Agreement. Refusal or rejection of any charge or any portion thereof is grounds for Account suspension and/or termination at the sole option of NovelASPECT.com under the TERMINATION section of this Agreement. NovelASPECT.com shall not be liable for any taxes, governmental fees or any other fees to be paid in relation to the Services provided herein. You agree that You shall be responsible for all taxes and fees of any nature associated with products and services provided to You by NovelASPECT.com.

Except as otherwise provided in this Agreement, all fees and charges are non-

refundable. Refunds of Service Fees will be made only for pre-payment of Service Fees beyond the renewal date, if any exist, following the effective notice and termination of this agreement under the TERMINATION section of this Agreement provided and only when pre-payment did not result in any discount or waiver of any fees.

NovelASPECT.com may grant refunds under any other circumstance it deems appropriate without waiving any other rights hereunder.

4) SERVICE LEVEL

NovelASPECT.com sales hours are from 6:00 AM to 6PM Pacific Time Monday through Friday, excluding Federal holidays. NovelASPECT.com support hours are 24 hours per day, 7 days a week and 365 days a year. Subject to NovelASPECT.com's rights herein to limit or deny, in its reasonable discretion, access to its servers and/or the software residing thereon, the NovelASPECT.com Service will be available to the Internet ninety-nine point nine percent (99.9%) during NovelASPECT.com support hours. Any individual outage during NovelASPECT.com support hours in excess of sixty (60) minutes or sum of outages exceeding three-hundred (300) minutes per month, as determined by NovelASPECT.com in its sole discretion, will constitute a three (3) point incident.

NovelASPECT.com will credit to Your Account at the end of the applicable month an amount equal to two percent (2.0%) of the current service period's Service Fee for each accumulated point in a month as a discount off the next periodic Service Fee. The credit will only be applied to accounts that are fully paid at the time of the incident. Any credit in any one-month will never be larger than 50% of your periodic Service Fee for the month the incident applies. Any credit made for unavailability of the Services shall only be made in accordance with this Section. NovelASPECT.com makes no warranty that it

will be able to resolve or correct any incident or interruption of the Service within a particular timeframe or at all if such incident or interruption occurs.

5) EQUIPMENT AND COMMUNICATION REQUIREMENTS FOR NOVELASPECT.COM SERVICES

You are solely responsible for acquiring and maintaining all equipment and communication services necessary to access and use NovelASpect.com Services, including but not limited to computer hardware and software, network equipment, broadband Internet access, telephone, other equipment, and other services.

NovelASpect.com reserves the right at any time and for any reason to modify the equipment, performance specifications or other services required to access or use the NovelASpect.com Services without liability to NovelASpect.com for any cost to You as a result of such changes.

6) ACCEPTABLE USE; WARRANTY OF YOUR DATA

NovelASpect.com strictly enforces compliance with its acceptable use terms under this ACCEPTABLE USE section. You agree to use the NovelASpect.com Services in full compliance with the terms set forth below. Failure to so comply, in NovelASpect.com's sole discretion, is cause for immediate suspension and possible termination under the TERMINATION section of this Agreement. You agree that:

1. You will not violate the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local government;

2. You agree not to make or attempt any unauthorized access to any NovelASPECT.com Services or accounts of any NovelASPECT.com customer;

3. You agree to keep current and accurate contact information on file with NovelASPECT.com through its website in the manner set forth in Section 11 hereof and to update NovelASPECT.com via its website with any changes within 7 days;

4. You agree not to undertake any action which is harmful or potentially harmful to the NovelASPECT.com infrastructure or the data of any NovelASPECT.com customer.

You represent and warrant to NovelASPECT.com that you are the rightful owner and copyright holder of, or that you have obtained all necessary and appropriate rights and licenses with respect to all data submitted or generated by You through the NovelASPECT.com Service and all software that You use with the Services (other than software sublicensed to you by NovelASPECT.com as part of the Services).

7) DATA AND NETWORK SECURITY

Although NovelASPECT.com has taken significant measures to ensure the security of information submitted by you in using the Service, NovelASPECT.com cannot guarantee the security of information collected or transmitted during your use of the Service and shall not be liable in any way for any unauthorized access of Your data.

You shall not permit or allow other persons to have access to or to use Your Account

Information other than Your employees, consultants or agents who have been notified of the restrictions set forth in this Agreement. You agree to maintain the confidentiality of all of Your Account Information and agree to be primarily responsible for all activity pursuant to Your Account.

8) SOFTWARE LICENSE AGREEMENTS

You agree that you will comply with all software license agreements for any software that you lease through NovelASPECT.com, as such licenses may be revised by NovelASPECT.com and/or its licensors from time to time, including, without limitation, Microsoft Office and the Windows Desktop.

Upon Your request, NovelASPECT.com may, in its sole discretion, install and host on NovelASPECT.com's network, third party software licensed and provided by you, provided, however, that prior to installation, you provide for review by NovelASPECT.com a copy of the software license associated with the software for which you request hosting. NovelASPECT.com shall use its commercially reasonable best efforts to 1) comply with any transfer restrictions applicable to you under the terms of the software license, and 2) restrict unauthorized users of the Services from accessing or using such third party software provided by you, except with your written consent. You agree that any hosting of third party software provided by you will be deemed to be part of the Services and subject to the terms of this Agreement, including, without limitation, its indemnity and limitation of liability provisions. In the event that a breach of the terms of the licensed software occurs due to any oversight, omission or any reason beyond NovelASPECT.com's reasonable control, the terms of this Agreement provide the entire and only remedy available to you.

You agree to comply with any software license agreements for software (including trial or "beta test" software and freeware), used by You pursuant to software licenses that You have purchased from any third party, such as those of QuickBooks. You grant NovelASPect.com the authority to signal to third parties your acceptance of such software license agreements in reliance upon your representation and warranty herein. You affirm that such agreements are strictly between you and such third party software supplier. You acknowledge and agree that NovelASPect.com has no relation to such agreements and is acting as a consultant to provide you installation and maintenance services for software provided by you. NovelASPect.com may prevent Your use of such third party software or suspend or terminate the Services provided to You if, in NovelASPect.com's sole discretion, Your use of software provided by You may cause harm to NovelASPect.com's network or to other customers of NovelASPect.com Services.

9) TERM

The initial term of this Agreement shall be one (1) month or a prorated partial month with automatic renewal for subsequent additional one (1) month period after the expiration of the initial term (each such month a "Contract Term"). NovelASPect.com reserves the right to accept pre-payment of renewal periods and may from time to time offer financial incentives for such pre-payment. The Contract Term, however, shall remain one (1) month.

10) TERMINATION

This agreement and all of its terms shall remain in full force and effect until terminated.

This agreement may be terminated at any time by either party.

ALL YOU'RE DATA AND ACCOUNT SETTINGS INCLUDING, BUT NOT LIMITED TO, CONTENT IN PUBLIC AND PRIVATE INFORMATION STORES ARE IRREVOCABLY DELETED UPON ACCOUNT TERMINATION. SUCH INFORMATION OR DATA MAY OR MAY NOT BE MADE AVAILABLE TO YOU BY NOVELASPECT.COM AFTER ANY SUCH TERMINATION AND ADDITIONAL FEES MAY BE CHARGED.

In the event that you breach any representation or warranty or any other term of this Agreement or for any other reason set forth herein, NovelASPECT.com may suspend or terminate your account by deactivating any access to any information contained on the NovelASPECT.com servers related to Your Account. Suspension hereunder shall specifically include the disabling of your hosted domain and/or any access to information or data related to your account. Service charges will continue to accrue on suspended accounts and you continue to remain responsible for the payment of any such charges during the period of suspension. NovelASPECT.com reserves the right to terminate Your Account forthwith and without notice for any breach of this Agreement.

Either party may terminate this Agreement immediately and without further notice for cause. Cause for immediate termination exists (a) if any payment for NovelASPECT.com Services is more than fifteen (15) days overdue, (b) in case of any material breach of any of the provisions of this Agreement that is not cured within ten (10) days of the breaching party receiving notice thereof from the non-breaching party, or (c) any breach of the provisions of the ACCEPTABLE USE section of this Agreement.

Accounts that are two (2) days past due shall be automatically suspended and all past

due and unpaid balances are subject to collection through collection agencies. In the event of such collection action, You are liable for costs of collection including but not limited to attorney's fees, court costs, and collection agency fees. Once an account has been submitted to a collection agency for collection, such account shall additionally be subject to a debt collection fee of ten percent (10%) of the outstanding balance due, which fee must be paid by You prior to reactivation of the account.

NovelASPECT.com may also terminate this Agreement in the event that NovelASPECT.com elects, at its sole discretion, to cease providing a particular NovelASPECT.com Service or doing business entirely for economic reasons or for any other reason whatsoever. You are entitled to a refund of only that portion of your prepayment for Services that would have been provided after the date of cessation of Service or business.

11) NOTICE

Any notice under this Agreement given by NovelASPECT.com to you shall be via email at the address provided by you to NovelASPECT.com at the commencement of this Agreement or as you subsequently advise via the NovelASPECT.com website. Notice to You at this address is deemed sufficient regardless of your receipt of such email. You warrant that the contact information on file with NovelASPECT.com is current and accurate as described in the ACCEPTABLE USE section.

Any notice under this Agreement given by you to NovelASPECT.com shall be via email.

Notice to NovelASPECT.com by email is deemed sufficient only upon confirmation from NovelASPECT.com.

12) HYPERLINKED MATERIAL

NovelASPECT.com may provide you with links to third-party websites. NovelASPECT.com has no control over the content of third-party websites or the services and products available from those third-party websites or third-party service providers and, NovelASPECT.com does not recommend or endorse any such third-party website or provider. NovelASPECT.com shall not be liable for any direct, indirect, consequential, punitive or other damages or losses related to your use of third-party websites or services. You assume full responsibility when You choose to use any services from a third-party or follows any links that lead to third-party websites, and You agree to defend, indemnify and hold NovelASPECT.com harmless from and against any claims, actions or demands, rising from or related to Your accessing or using any such third-party websites, including, without limitation, reasonable legal and accounting fees. This Agreement applies only to NovelASPECT.com Services.

13) WARRANTIES; LIMITATIONS OF LIABILITY

NovelASPECT.com makes every reasonable effort to maintain operation of the NovelASPECT.com Services. However because many events and circumstances are beyond the control of NovelASPECT.com, other than the remedies offered in accordance with the SERVICE LEVEL section hereof, as applicable, NovelASPECT.com does not in any way warrant or otherwise guarantee the availability of the NovelASPECT.com system or servers. NovelASPECT.com shall not be responsible in any way for any delay or loss of

data, lack of connection, slow connection, or any other such issues whether due to the active or passive negligence of NovelASPECT.com.

NovelASPECT.com may, at its sole discretion, limit or deny access to its servers, if, in the judgment of NovelASPECT.com, such limitations or denials of access are required to assure the security of the network, the integrity of the network structure, or to prevent damage to the network, or the software or data stored or hosted on the NovelASPECT.com servers.

ALL NOVELASPECT.COM SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Information obtained by you from the Internet may be inaccurate, offensive or in some cases even illegal. With the exception of the content found on NovelASPECT.com websites, NovelASPECT.com has no control over information contained on the Internet.

NovelASPECT.com, therefore, accepts no responsibility for any information which you may receive from the Internet. You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you obtain from the Internet as well as the reputation of the individuals with whom you may deal. NovelASPECT.com provides no warranty for any goods or services which you obtain over the Internet, nor the compatibility of any such services with the NovelASPECT.com system.

You specifically hereby waive any claim for damages of any kind whether direct, indirect, special, exemplary, punitive, incidental or consequential, loss of profits or loss of business as the result of any action taken in response to any claim of illegal use of

NovelASPECT.com Services without regard to whether or not the material claimed to have been infringing is later found to be illegal. THE TOTAL SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU AS THE RESULT OF ANY BREACH OF THIS AGREEMENT, NEGLIGENCE, OR ANY ACTION OR FAILURE TO ACT WHETHER INTENTIONAL OR OTHERWISE SHALL BE LIMITED TO THE AMOUNT OF SERVICE FEES PAID BY YOU TO NOVELASPECT.COM PRO- RATED FOR THE REMAINDER OF THE MONTH OF YOUR FIRST

ALLEGATION OF ENTITLEMENT TO SUCH REMEDY FOLLOWING SAID ALLEGATION, BUT IN NO EVENT TO EXCEED \$1000. IN NO EVENT SHALL NOVELASPECT.COM BE LIABLE FOR

ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR LOSS OF BUSINESS AS THE RESULT OF ANY SUCH ACTION OR INACTION WITHOUT REGARD TO THE LIKELIHOOD OF ANY SUCH DAMAGES.

14) INDEMNITY

In addition to any other indemnity by You under this Agreement, You agree to fully defend and indemnify and hold harmless NovelASPECT.com of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any breach or claim of breach of this agreement or Your negligence whether active or passive or any negligence of NovelASPECT.com in any way related to Your use of the NovelASPECT.com Services or any portion thereof, including any hosting by NovelASPECT.com of third party software provided by You.

You agree to fully defend and indemnify and hold harmless NovelASPECT.com of and

from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any incident or claimed incident of any copyright, trademark or other intellectual property right of any third party which is in any way related to Your use of the NovelASPECT.com Services or any portion thereof, including any hosting by NovelASPECT.com of third party software provided by You. Choice of counsel remains exclusively that of NovelASPECT.com.

You agree that upon the assignment of your login information such as a username and password that you will maintain the confidentiality of your account information and assume all responsibility of and from any loss, theft or other destruction of any data as the result of any access to Your account via the use of Your login information. You further agree to defend and indemnify and hold harmless NovelASPECT.com of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any claim for damages in any way related to the disclosure of Your confidential login information. Choice of counsel remains exclusively that of NovelASPECT.com.

15) FORCE MAJEURE

Either party to this agreement shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes,

riots, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

16) ASSIGNMENT

NovelASPECT.com at any time and from time to time may assign its rights and delegate its duties under this Agreement without Your prior consent. You may not assign this Agreement to any other person under any circumstances and any attempted transfer or assignment of rights hereunder by you shall be null and void ab initio.

17) ARBITRATION

All disputes which arise under this Agreement or in connection with the NovelASPECT.com Services to be delivered hereunder and which are not resolved within thirty (30) days following the delivery by one party to the other of a written notice describing the dispute shall be resolved by binding arbitration under the rules of the American Arbitration Association before by a panel of three arbitrators in South San Francisco, California. Each Party shall designate one disinterested arbitrator and the two arbitrators so designated shall select a third arbitrator. The persons selected as arbitrators need not be professional arbitrators and persons such as lawyers, accountants, brokers and bankers shall be acceptable, but each shall have substantial experience with respect to information technology and development. Any party may initiate arbitration proceedings hereunder by providing written notice ("Demand for Arbitration") to the other party to such claim, dispute or controversy. A Demand for Arbitration shall be made within a reasonable time after the claim, dispute or

controversy has arisen; provided, however, that no Demand for Arbitration may be made after the date when institution of such claim, dispute or controversy would be barred by the applicable statutes of limitations. Arbitration proceedings shall be commenced within thirty (30) days of such notice or as soon thereafter as practicable, and the arbitrators shall be required to render a written determination within thirty (30) days after the commencement of such arbitration proceedings. The written decision of the arbitrators shall be final and binding on the parties, and judgment thereon shall be entered in a court of competent jurisdiction. This Section shall not be construed to prohibit either party from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction; however, the arbitrators hearing the dispute to which the injunction pertains will have the power to modify or dissolve any such injunction, or to order additional injunctive relief, in connection with the final arbitration award. The parties, their representatives, other participants, and the mediators and arbitrators shall hold the existence, content, and result of any mediation and arbitration in confidence except to the extent necessary to enforce a final settlement agreement or to obtain and secure enforcement of or a judgment on an arbitration decision and award.

YOU ACKNOWLEDGE AND AGREE THAT BY CONSENTING TO THIS AGREEMENT, YOU ARE CONSENTING TO BINDING ARBITRATION AS YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTES HEREUNDER, AND THAT IN ARBITRATION, YOU SHALL NOT HAVE A RIGHT TO A JURY TRIAL, SHALL HAVE LIMITED DISCOVERY RIGHTS, AND SHALL NOT HAVE ANY RIGHTS OF APPEAL FROM THE DECISION OF THE ARBITRATOR.

NOTHING IN THIS ARBITRATION SECTION IS INTENDED OR SHALL BE CONSTRUED TO MODIFY OR OTHERWISE BE INCONSISTENT WITH THE PROVISIONS OF TERMINATION SECTION, ABOVE, WHICH SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF YOUR OBJECTIONS TO ANY TERMS OF THIS AGREEMENT (OR ANY MODIFICATION HEREOF) OR DISSATISFACTION WITH ANY NOVELASPECT.COM SERVICE.

18) CHOICE OF LAW

The Agreement shall be governed by and construed in accordance with the internal laws of the State of California, excluding its conflict of law provisions. Subject to the ARBITRATION Section, above, and without limiting the applicability of any provisions there under, You and NovelASPECT.com agree to submit to the jurisdiction of the State of California and further agree to venue in Alameda Court. You and NovelASPECT.com agree that any cause of action arising out of or related to the Agreement or the NovelASPECT.com Services must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

19) TRADEMARKS AND COPYRIGHT

NovelASPECT.com's trademarks, websites, corporate names, trade names, domain names, logos, and service marks ("Marks") are the property of NovelASPECT.com, INC. You are not permitted to use or display any of the Marks without the prior written consent of NovelASPECT.com.

Third party trademarks are the property of their respective owners.

You acknowledge that content, including but not limited to the Services, text, software, music, sound, photographs, video, graphics or other material contained on NovelASPECT.com's website, or presented to You through the NovelASPECT.com Services ("Content") is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You are permitted to use this Content only as expressly authorized by the

NovelASPECT.com Services. You may not copy, reproduce, distribute, or create derivative works from this Content without express written authorization by NovelASPECT.com.

20) NO AGENCY

Nothing contained herein shall be interpreted as creating an agency, partnership or joint venture between NovelASPECT.com and You.

21) AMENDMENT

NovelASPECT.com may without advance notice amend this Agreement from time to time, and will do so by posting the new Agreement on the NovelASPECT.com website in place of the old. Each and every such amendment shall become effective immediately for all pre-existing and future accounts. It is your responsibility to periodically check the NovelASPECT.com website for updates of this Agreement.

22) MISCELLANEOUS

If any provision of the Agreement is determined by an arbitrator or court of competent jurisdiction to be contrary to applicable law, then such provision shall be construed as nearly as possible to conform to applicable law and the other provisions of this Agreement shall remain in full force and effect.

The Agreement (i) constitutes the entire agreement between you and NovelASPECT.com and supersedes all prior agreements between the parties regarding the subject matter contained herein, and (ii) may be modified or amended only in the manner expressly set

forth herein.

NovelASPECT.com's failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by NovelASPECT.com in writing.

The section titles in the Agreement are solely used for the convenience of the parties and have no legal or contractual significance.