

End User License Agreement

Updated: January 14, 2021

These Terms of Use (“Terms”) constitute a legal and binding agreement between you and Boxlight Corporation, which includes the Qwizdom division and Boxlight’s affiliates (“Boxlight”) for the use of (1) Boxlight’s software products including but not limited to Mimio Interact, Oktopus, GameZones, MimioStudio, Qwizdom Connect, and Qwizdom Actionpoint (“Software”) and (2) Boxlight’s online services including but not limited to app.MimioConnect, search.MimioConnect, Ximbus, 360Blend, connect.qwizdom, QVR.Qwizdom, Qtopia, Qwizdom Notes+, and Boxlight’s websites (“Online Services”) (Software and Online Services collectively, “Products”).

1. YOUR ACCEPTANCE OF TERMS.

BY CLICKING “I ACCEPT” OR AN ACCEPTANCE BUTTON, CREATING AN ACCOUNT, OR OTHERWISE DOWNLOADING, INSTALLING, ACCESSING OR USING THE PRODUCTS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY SET OUT IN THESE TERMS. Your access and use of the Products is conditioned upon your acceptance of these Terms, and you may not use the Products if you do not agree to these Terms. If you do not accept these Terms, do not click the acceptance button, download, install, access or use the Products.

If your acceptance of these Terms is on behalf of any organization that employs you or which you represent, such as a school, school district, or other educational organization (your “Organization”), you represent and warrant that you have the authority to bind your Organization. In these Terms, “you” includes both you as the individual reader and your Organization, if your acceptance is on behalf of an Organization. The Products are not available to any persons under the age of 13 whose registration, access, or use of the Products is not directly facilitated by an Organization with authority to consent to their use of the Products. You are responsible for ensuring that your use and your student’s use of the Products complies with all applicable laws, including but not limited to the Children’s Online Privacy Protection Act and the Family Educational Rights and Privacy Act. IF YOU PROVIDE CONSENT FOR A STUDENT TO REGISTER FOR AN ACCOUNT, ACCESS OR OTHERWISE USE THE PRODUCTS, YOU ARE BOUND BY THESE TERMS AND SUBJECT TO OUR PRIVACY POLICY WITH RESPECT TO SUCH STUDENT’S USE OF THE SITE. BY CLICKING “I ACCEPT” OR AN ACCEPTANCE BUTTON, CREATING AN ACCOUNT, OR OTHERWISE DOWNLOADING, INSTALLING, ACCESSING OR USING THE PRODUCTS, YOU REPRESENT THAT YOU ARE EITHER AT LEAST 13 YEARS OF AGE, OR USING THE PRODUCTS AS INSTRUCTED BY AN ORGANIZATION WHO HAS CONSENTED TO YOUR REGISTRATION, ACCESS AND USE OF THE PRODUCTS, AND THAT YOUR REGISTRATION AND/OR USE OF THE PRODUCTS IS IN COMPLIANCE WITH ANY AND ALL APPLICABLE LAWS AND REGULATIONS.

2. YOUR ACCOUNT.

In connection with your use of the Online Services, you and your authorized users will be required to establish user usernames, and passwords to create accounts (“Account”). Usernames, passwords, and Accounts can also be used by parents/guardians of minor children. All passwords should contain at least eight (8) alphanumeric characters. If the password is created directly on Boxlight’s site (and not passed in



through a single-sign on process or a third party site or service), Boxlight may, at its sole discretion, and without prior notice to any parties, change your password and/or username and provide notice to the Organization of the same, and/or require that you change your username and/or password.

In order to establish an Account, you and your authorized users may need to provide certain personal information about yourselves, including your first and last names. All information provided during Account registration by you and your authorized users must be true and accurate. Collection and use of your personal information is subject to the privacy policy found at <https://mimio.boxlight.com/privacy-policy/>.

You are entirely responsible for the security and confidentiality of your password and Account (including your authorized users' Accounts). Furthermore, you are entirely responsible for any and all activities that occur under your Account (including your authorized user's Accounts), even where your username, password and other access information or codes are used by someone else. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Licensed Application. Please note that anyone able to provide your personally identifiable information will be able to access your Account, so you should take reasonable steps to protect this information.

3. STUDENT USE OF THE PRODUCTS.

If you have registered for an Account, you may facilitate your students' use of the Products as part of your educational curriculum by inviting them to register for an Account, access or otherwise use the Products. When students register for an Account, access or otherwise use the Products, we may collect personal information from them as described in our Privacy Policy. Consent may be required by law for your student to register for an Account, access or otherwise use the Products, for example, if your student is under the age of 13. You must provide such consent prior to inviting a student to register for an Account, access or otherwise use the Products. You may not invite any student to register for an Account, access or otherwise use the Products if you do not have the required consent. By inviting a student to register for an Account, access or otherwise use the Products, you certify to Boxlight that you have obtained the required consent for that student.

4. LICENSE.

a. Software License. Conditioned upon your full compliance with these Terms and your payment of the applicable fees, Boxlight hereby grants to you a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to download, install, use and display the Software (as an installed application) up to the number of computers authorized by the license key that Boxlight provided to you. You are permitted to make one copy of the Software for backup or archival purposes for the permitted computer(s) on which the Software is installed.

b. Online Services License. Conditioned upon your full compliance with these Terms and your payment of the applicable fees, Boxlight hereby grants to you a non-exclusive, non-transferable, revocable and limited license to access and use the Online Services. Boxlight may offer free or paid versions of accounts and reserves the right to change, add, or remove the types of accounts offered through and/or how they're named at any time. We may change what is available in a free account at any time. Changes to paid accounts will come into effect at the time that you renew your license with us. We may also change our subscription fee at any time, in our sole discretion, at the end of your subscription period as long as we notify you first by either emailing you to the address you signed up with or by posting on our website.

- c. Subscriptions. If you obtained any of the Products under a time-limited license term (“Subscription”), then the Subscription commences upon activation of the license key and expires at the end of the stated license term. You agree to uninstall all copies of the Software upon expiration of the Subscription. If any subscription is provided without payment
- d. Reservation of Rights. All rights not expressly granted are hereby reserved by Boxlight.

5. USER CONDUCT.

The Products and all information, data, materials, and other content included in the Products (collectively, the “Content”) is provided to you for individual, personal, and non-commercial use. Except for the limited rights granted to you by Boxlight under these Terms, you may not download, copy, duplicate, sell, print, rent, lease, issue, distribute, transmit, broadcast, modify, perform, transfer, upload, post, create derivative works of, exploit, sublicense or otherwise assign to any third party the Products or Content. When using the Products, you may not:

- a. decompile, decipher, disassemble, translate, modify, reverse engineer or otherwise attempt to access the source code of the Products or Content, except where permitted by law notwithstanding this limitation;
- b. remove any proprietary notices on the Products or Content, or attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management or security system used as part of the Products or Content;
- c. upload to the Products the personal information of others that you are not authorized to provide or otherwise provide any content, data or information to Boxlight that contains viruses or malicious code or is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable;
- d. use the Products or Content in a way that suggests you are a representative of Boxlight;
- e. use the Products or Content as a platform for external applications, or to develop applications, services, websites, or any other functionalities that leverage the Products or Content;
- f. infringe or misappropriate the intellectual property, proprietary or privacy rights of any third party;
- g. interfere with or disrupt the proper functioning of the Products or Content, Boxlight or any third party systems used to host the Products, or other equipment or networks used to provide the Products;
- h. circumvent the user authentication or security of the Products or any host, network, or account related thereto;
- i. use any application programming interface to access the Products;
- j. make any use of the Products or Content that violates any applicable local, state, national, international or foreign law including U.S. and foreign export regulations and restrictions;
- k. fail to use commercially reasonable efforts to prevent the unauthorized license, access, sale, transfer, lease, transmission, distribution or other disclosure of the Products or Content;
- l. allow any individual to use any Account log-in credentials (e.g., user identification(s), code(s), password(s), procedure(s) and user keys) of someone other than the individual identified in the Account information; or
- m. cause damage to Boxlight’s business, reputation, employees, members, facilities, or to any other person or legal entity.

Any scraping, automated access, or other unauthorized access to and storage of Products or Content will result in immediate termination of your access to the Products, Content, and your account. Use of the Online Services or Content for any purpose other than what is described in this section is prohibited.

6. OWNERSHIP.

Boxlight and its licensors are the owner of all rights, title, and interests, including copyrights, trademarks, tradenames, and other intellectual property rights, in and to the Products and Content, including updates and upgrades regardless of the media or form in which the Products are obtained (e.g., , website download, or disk). You do not acquire any ownership rights to any of the Products or Content, by implication, estoppel, or otherwise. You assume sole responsibility for the installation, use, and results obtained from the Products.

7. THIRD PARTY WEBSITES, PRODUCTS, AND SERVICES.

You may need to use or obtain additional products or services in order to access and use the Products, such as a device, internet access, or a data connection. You must obtain or use these products or services separately and pay all associated charges (including for internet access or other data transmission). The Products may contain hyperlinks to websites outside of the Products. Boxlight does not control, is not responsible for, and does not endorse the content or accept any responsibility for your access to or use of those websites. You should refer to the policies posted by other websites before accessing and using them.

The service offered at app.mimioconnect.com also includes third party services that you may optionally use such as YouTube search and content integration and EdLink. By using those features, you are agreeing to be bound to the terms of use for those services. The YouTube Terms of Service are described at <https://www.youtube.com/t/terms>. The EdLink Terms and Conditions are described at <https://ed.link/docs/legal/terms>. These third-party services are outside of the control of Boxlight. Third-party service providers may, at any time, change their terms of service, use of cookies, or other features.

8. PRODUCT AVAILABILITY AND SUPPORT.

You may access the Products if and when they are available. Boxlight does not guarantee availability of the Products or Content. The Products may occasionally be down for service, upgrades, or for other reasons. To the maximum extent authorized under applicable law, Boxlight reserves the right to change, remove, delete, restrict, block access to, or stop providing any or all of the Products and Content at any time and without notice. Except for users that have entered into a support agreement with Boxlight, Boxlight has no obligation to provide any support in relation to the Products or Content.

9. USER CONTENT.

You are responsible for your conduct and activities arising during use of any of the Products and for any Content you provide to or through the Products. You acknowledge and represent that all your Content submitted through your Account is submitted voluntarily, and you agree that Boxlight does not control, and is not responsible or liable for, the use of Your Content or for any mistakes, inaccuracies, lack of usefulness, defamation, omissions, falsehood, obscenity or otherwise offensive material in any of your Content or the Content provided to Boxlight by users. You also understand that Boxlight does not, and

has no obligation to, monitor, pre-screen or pre-approve Content, but that Boxlight will nonetheless have the right (but not the obligation) in its sole discretion, to refuse, delete or move any Content that is available via the Products, for any reason, including a violation of any of these Terms. You warrant and represent to Boxlight that you are not infringing the intellectual property rights of others whenever you provide Content on or through the Products and that you are fully authorized to provide all such Content.

10. USER LICENSE TO BOXLIGHT AND OTHER USERS.

Boxlight does not claim ownership in the Content you provide. If you elect to submit, provide or make available your Content to Boxlight or to a forum or group that is accessible through the Products to all users of the Products, you: (a) grant to Boxlight and all others who have access to your Content through the Products or otherwise, a worldwide, royalty-free, transferrable, sublicensable, non-exclusive, perpetual, irrevocable license under all of your intellectual property rights to make, use, copy, modify, adapt, create derivative works of, publicly perform or display, import, broadcast, transmit, distribute, license, publish, translate, offer to sell, and sell, rent, lease or lend copies of your Content (and derivative works thereof) in any form or medium (whether now known or later developed), without credit or compensation to you, and in Boxlight's sole discretion, to publish your name and other information about you in connection with your Content; and (b) acknowledge that you receive no licenses to the Products or Content except as expressly provided in these Terms. You agree that your use of the Products does not grant you any ownership or other intellectual property rights in any Content provided by other users. You also agree that Boxlight is not responsible for protecting any intellectual property rights you, or another party, may assert in the Content you provide on or through the Products.

11. COPYRIGHT INFRINGEMENT ALLEGATIONS FOR CONTENT.

Boxlight responds to notices of alleged copyright infringement in a manner compliant with the Digital Millennium Copyright Act. If you are aware of infringing material on the Products, please notify Boxlight at:

Provider: Boxlight

Name of Agent Designated to Receive Notification of Claimed Infringement: Sunshine Nance,
DMCA@boxlight.com

Full Address of Designated Agent to Which Notification Should Be Sent:

Sunshine Nance

Boxlight

1045 Progress Circle

Lawrenceville, GA 30043

DMCA@boxlight.com

The notice must include the following information:

- (1) Identify the copyrighted work you claim is infringed.
- (2) Identify the content that you claim is infringing the copyright work, including enough information for Boxlight to locate the accused content.

- (3) Provide your contact information, including full name, mailing address, telephone number, and email address, if available.
- (4) Provide a statement that you have a good faith belief that the use of the content in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (5) Provide this statement: "I swear, under penalty of perjury, that the information in this notification and complaint is accurate and that I am the copyright owner or am authorized to act on behalf of the copyright owner of an exclusive right that is infringed."
- (6) Provide your signature on the notification (or an electronic signature).

If Boxlight receives your notification and it substantially complies with the above requirements from the DMCA, Boxlight will remove or disable access to the accused material, subject to all other requirements of the DMCA. If Boxlight removes or disables access to the accused material, it will attempt to notify the user (if the user's contact information is reasonably available to it) who uploaded the accused material. That user will be provided an opportunity to submit a "Counter Notification." If Boxlight receives a "Counter Notification," it will provide a copy to you accompanied by a notice explaining that Boxlight needs to replace the removed material, or cease disabling access to it in ten business days, unless Boxlight's designated agent first receives notice from you that you have filed an action in court seeking an order to restrain the user from engaging in infringing activity relating to the accused content on or through the Products. Repeat infringers will lose access permanently to the Products on which the infringement occurred.

12. CHANGES.

You can review the most current Terms at any time at <https://mimio.boxlight.com/terms-of-use/>. Boxlight reserves the right to change these Terms at any time upon notice to you. Boxlight may notify you of changes to these Terms by updating these Terms on the Online Services and requiring your re-acceptance or emailing the updated Terms to you. If, at any time, you do not agree to the Terms, you may no longer have access to the Online Services, and you will not be entitled to any refunds of pre-paid fees for the Online Services. If you continue to use the Software but you do not agree to the Terms, the version of the Terms that you previously accepted will apply.

13. WARRANTY DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND CONTENT ARE PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" AND THE ENTIRE RISK OF USE AND PERFORMANCE REMAINS WITH YOU. BOXLIGHT DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, AND HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. IN PARTICULAR, BOXLIGHT MAKES NO WARRANTY THAT THE PRODUCTS OR CONTENT: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) WILL BE ACCURATE, COMPLETE, OR RELIABLE; OR (D) TO THE EXTENT THE PRODUCTS OR CONTENT CONTAINS DEFECTS OR ERRORS, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. THE PRODUCTS ARE ACCESSED AT YOUR OWN RISK, AND YOU ASSUME TOTAL RESPONSIBILITY FOR USING THE PRODUCTS AND CONTENT, INCLUDING ANY RESULTING DAMAGE OR LOSS.

YOUR SOLE REMEDY IN THE EVENT OF ANY DEFICIENCY, ERROR, OR INACCURACY IN THE PRODUCTS OR CONTENT WILL BE TO REQUEST THAT BOXLIGHT CORRECT THE MATTER OR, IF BOXLIGHT FAILS TO DO SO, TO DISCONTINUE YOUR USE OF THE PRODUCTS.

14. DISCLAIMER OF CERTAIN DAMAGES.

IN NO EVENT WILL BOXLIGHT BE LIABLE FOR ANY CONSEQUENTIAL; SPECIAL; INCIDENTAL; INDIRECT; PUNITIVE DAMAGES; FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION; BUSINESS INTERRUPTION; PERSONAL INJURY; PROPERTY DAMAGE; LOSS OF PRIVACY; FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE; NEGLIGENCE; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THE APP, CONTENT OR THESE TERMS, EVEN IF BOXLIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

15. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER SECTIONS 12 OR 13, BOXLIGHT'S MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THESE TERMS FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THE PRODUCT, CONTENT OR THESE TERMS WILL BE TO RECOVER THE ACTUAL DAMAGES YOU INCUR BASED UPON REASONABLE RELIANCE ON THE PRODUCTS AND CONTENT UP TO THE AMOUNT OF FEES THAT YOU PAID IN THE PRECEDING 12 MONTHS FOR THE APPLICABLE PRODUCT THAT GAVE RISE TO THE LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THE PRODUCT, CONTENT OR THESE TERMS WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES.

16. Notice on Potential Limits of Sections 12 to 14.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN DAMAGE LIMITATIONS SUCH AS THE LIMITATION OF LOSS OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN THIS SECTION WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED. IF YOU LIVE OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF LIMITATION IS NOT PERMITTED, THE EXCLUSIONS IN SECTIONS 12 to 14 MAY NOT APPLY TO YOU.

17. GOVERNING LAW.

The Terms will be governed by and construed in accordance with the laws of the state of Delaware, USA. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. You and Boxlight agree to exclusive jurisdiction and venue in the state and federal courts located in New Castle County, Delaware, USA. The parties hereby waive their respective rights to a trial by jury of any claim or cause of action based upon or arising out of or related to the Terms, in any action, proceeding or other litigation of any type brought by a party against the other party, whether with respect to contract claims, tort claims, or otherwise. This waiver applies to any subsequent amendments, renewals, supplements, or modifications to these Terms.

18. INDEMNIFICATION.

You hereby agree to indemnify, defend, and hold harmless Boxlight, its directors, officers, employees, agents, partners, suppliers, and licensors from and against all costs, losses, expenses, including attorneys' fees, claims including claims by third parties, and liabilities relating to, arising from, or allegedly arising from (a) the Products and Content; (b) any violation of these Terms; or (c) your violation of any other party's rights (including failure to obtain the appropriate permissions, consents, and authorizations) or applicable law (including privacy laws).

19. CERTAIN RESERVED RIGHTS.

Boxlight reserves the right to terminate your account, these Terms, and/or change, suspend or discontinue any aspect of the Products including the availability of any feature or content; to impose limits on certain features and services or restrict access to parts or all of the Online Services without notice or liability; and to require the return or destruction of the Content (together with any copies thereof) at any time, with or without prior notice.

20. TERM AND TERMINATION.

These Terms are effective until terminated. You may terminate the Terms at any time by ceasing use of the Products. If you breach these Terms, Boxlight may immediately stop providing all or part of the Products to you without notice and Boxlight may terminate all related licenses granted to you, at Boxlight's discretion. Sections 5 to 23 of these Terms will survive termination of these Terms.

21. NOTICES.

Boxlight may give you all required notices (including legal process) that Boxlight is required to give by any lawful method, including by posting notices in or on the Products or by sending it to any email or mailing address that you provide to Boxlight. You agree to provide current and accurate contact information to Boxlight and to check for notices posted on the Products. You agree to send Boxlight any notice by mailing it to the following address:

Boxlight Corporation

1045 Progress Circle

Lawrenceville, GA 30043

Attention: Sunshine Nance

22. GOVERNMENT USERS.

The Use, reproduction, release, modification, or disclosure of the Software, or of any related documentation of any kind, is restricted in accordance with FAR 12.212 and DFARS 227.7202, and further restricted by these Terms.

23. ENTIRE AGREEMENT.

These Terms constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede any other agreements between Boxlight and you with respect to the subject matter herein, unless otherwise indicated above.

24. GENERAL.

If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. You and Boxlight intend that the provisions of these Terms be enforced to the fullest extent permitted by applicable law. Accordingly, you and Boxlight agree that if any provision is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. Section titles are only for convenience and have no legal or contractual significance. Boxlight may assign these Terms, in whole or in part, at any time with or without notice to you. You may not assign these Terms or assign, transfer, or sublicense any rights or delegate any duties hereunder. Boxlight's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. A waiver will only be binding on Boxlight if it is in a written document signed by Boxlight. Both you and Boxlight warrant to each other that, in entering these Terms, neither Boxlight nor you have relied on or will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in these Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and Boxlight, or Boxlight's successors and permitted assigns, will have any right to enforce any of these Terms.