

TERMS OF SERVICE

1. THE SERVICE.

- a. Your use of Sensible Softwares Private Limited, Company's (herein after known as Sensible Softwares or Sensible) products, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by Sensible Softwares Private Limited under a separate written agreement is subject to the terms of a legal agreement between you and Sensible Softwares.
- b. "Sensible Softwares" means Sensible Softwares Private Limited, whose principal place of business is at 304, Palace Paradise, Ramnagar, Bavdhan, Pune – 411021. This document explains how the agreement is made up, and sets out some of the terms of the agreement. These Terms of Service state the terms and conditions under which Sensible Softwares Private Limited will provide its services to you ("Services").
- c. Please read these Terms of Service carefully. Please also note that the Terms of Service incorporates the Privacy Policy, the Data Confidentiality Agreement, the Acceptable Use Policy and any other policy which Sensible Softwares may choose to implement from time to time and post on its website (collectively "**The Sensible Softwares Policies**").
- d. It is your responsibility to review the Terms of Service and Sensible Softwares Policies on a frequent basis to ensure compliance. Your access to and use of this website and the Services are expressly conditioned on your compliance with the Terms of Service (incorporating the Sensible Softwares Policies).

2. ACCEPTING TERMS OF SERVICES:

- a. In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.
- b. You can accept the Terms by:
 - i. Clicking to accept or agree to the Terms, where this option is made available to you by Sensible Softwares in the website for any Service; or
 - ii. By actually using the Services/ website. In this case, you understand and agree that Sensible Softwares will treat your use of the Services/ Website as acceptance of the Terms from that point onwards.
- c. You may not use the Services and may not accept the Terms if:
 - i. You are not of legal age to form a binding contract with Sensible Softwares, or
 - ii. You are a person barred from receiving the Services under the laws of India or other countries including the country in which you are resident or from which you use the Services.

3. CHANGES TO SERVICES:

SENSIBLE SOFTWARES undertakes to publish details of any major changes to the scope of the Service on the website and/or through email also. In the event that such changes would significantly reduce the scope of the Service, or key functionality be removed, you will be given an option to terminate your contract in accordance with Point 8 of the present Terms and Conditions. If no notification of termination is received within 30 days from such

notification or prior to next billing, whichever is earlier, SENSIBLE SOFTWARES will assume you have accepted and are in agreement with the changes.

4. PROVISION OF SERVICES BY SENSIBLE SOFTWARES:

- a. Sensible Softwares is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Sensible Softwares provides may change from time to time without prior notice to you.
- b. As part of this continuing innovation, you acknowledge and agree that Sensible Softwares may stop temporarily providing the Services (or any features within the Services) to you or to users generally at Sensible's sole discretion, without prior notice to you.
- c. SENSIBLE SOFTWARES reserves the right to discontinue the Service in its entirety. Notification of such discontinuation will be published on the SENSIBLE SOFTWARES Website and also through email, atleast one month prior to such discontinuation. In the event of such a discontinuation, you will be responsible for backing up your data and/or for saving it locally. Any claims for damages or other claims against SENSIBLE SOFTWARES as a result of such discontinuation of the Service are expressly excluded.

5. YOUR REGISTRATION OBLIGATIONS:

a. ACCURACY OF YOUR REGISTRATION INFORMATION:

In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to SENSIBLE SOFTWARES will always be accurate, correct and up to date.

b. ACCOUNT OWNERSHIP:

While registering yourself for the services, you will have to enter and update contact and ownership information for your account. You agree to ensure that we have current contact and ownership information on file at all times. You must specify an ACCOUNT OWNER. This person will be responsible for day-to-day operation of the account and will be referred in the event of any dispute regarding ownership of or entitlement to access your Sensible Softwares account

c. EMAIL AND NOTICES:

SENSIBLE SOFTWARES may provide you with notices, including those regarding changes to the Terms of Service, including by but not limited to email, regular mail, SMS, MMS, text message, postings on the website, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this Terms of service by accessing the Services in an unauthorized manner. Your agreement to these Terms of service constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Services in an authorized manner.

d. **ACCOUNT SECURITY:**

- i. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You agree to immediately notify SENSIBLE SOFTWARES of any unauthorized use of your password or account or any other breach of security. You acknowledge that if you wish to protect your transmission of data to Sensible Softwares, it is your responsibility to use a secure encrypted connection to communicate with and/or utilize the Sensible Softwares website and Services. SENSIBLE SOFTWARES cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5 (d).
- ii. If you become aware of any unauthorized use of your password or of your account, you agree to notify Sensible Softwares immediately at security@sensiblesoftwares.com

6. **BILLING:**

- a. Billing for the Services will be done in advance under your agreed Sensible Softwares plan. Sensible Softwares offers its services under various plans/ packages, you can elect to purchase the Services under suitable Sensible Softwares plan for the agreed duration as per the selected plan.
- b. Atleast 7 days before the expiry of the contracted period, owner needs to need to pay the amount due as per the agreed plan for the further agreed duration in advance to ensure continuation of services. If you do not wish to renew then you can do so by providing a notice, of a minimum of 30 days prior to the date of expiration of the contracted period, in writing or through email to Sensible Softwares @ support@bootstraptoday.com. Such mail or notice of intention of not to renew the services shall be taken on record and be acted upon by SENSIBLE SOFTWARES if such notice or mail comes from ACCOUNT OWNER or its duly authorized agent.
- c. All fees and charges shall be non-refundable and there will be no refunds or credits for partially used periods.

7. **PAST DUE:**

Accounts that are ten (10) days past due will be automatically suspended. All past due and unpaid balances are subject to collection. In the event of collection, you will be liable for costs of collection including attorney's fees, court costs, and collection agency fees.

8. **TERMINATION:**

You may discontinue your Sensible Softwares account at any time, You must cancel your Sensible Softwares account at least 7 days before the end of your billing cycle (i.e monthly, quarterly or yearly) in order to avoid invoicing of the next cycle's fees. You agree that SENSIBLE SOFTWARES may at any time terminate the Terms, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to SENSIBLE SOFTWARES, your account or any files or other content contained in your account. Clauses 26 (Indemnification), 29 (Limitations of Liability) and other applicable clauses of the Terms, shall survive expiration or termination.

9. **DATA ARCHIVE:**

After cancellation of your account Sensible Softwares, you will have access to your account for 90 days, provided that during these 90 days access period you will only be provided 'read-only' access to 'subversion repositories' of the account which indicates that during the period of 90 days you will only be able to take a backup of your data, unless your account is cancelled during the free trial period, if allowed any. After cancellation or your 90-days access period, if any, SENSIBLE SOFTWARES has no obligation to provide you with a copy of your Data and may remove and discard any backup data without providing any notice to you. However you, at any time during the 90-days period, can choose to re-activate your account by paying the requisite fees as per your plan including the fees for the unsubscribed period.

10. **REPRESENTATION AND WARRANTIES:**

User hereby represents and warrants, as under:

- A. It is legally competent to enter into and has the full right, power and authority to enter and execute this terms of service, to perform its obligations under this terms of service and that this terms of service constitutes valid and legally binding obligations on it, enforceable against it in accordance with the terms thereof.
- B. Execution, delivery and performance of its obligations under this terms of service does not and will not require obtaining/ making of any approval, or the giving of any notice to, any court or any other Person whatsoever, except to the extent that the same have been duly and properly completed or obtained.
- C. The execution and performance by it of this terms of service does not and will not:
 - i. violate any of the provisions of its constitutional documents, and it has all requisite corporate power and authority and ability to enter into the Agreement and perform the obligations created hereunder;
 - ii. breach or result in a default of any agreement entered into by it or of any contract, agreement, instrument or document to which it is a party or by which it or its assets are bound;
 - iii. breach or otherwise violate any order, writ, judgment, injunction or decree issued by any governmental, official or entity or violate any Applicable Law, rule, regulation, ordinance or code of any Governmental Authority applicable to it, its Business or assets;
 - iv. except specifically provided in the Agreement, require any consent, authorisation, approval, exemption or other action by, or any filing, registration or qualification with, any Person or entity;
- D. Except as provided herein, all approvals that are required to be obtained, before execution, delivery and performance of its obligations hereunder have been duly obtained; and

- E. It has not filed for bankruptcy or insolvency or winding up, as the case may be, or has not been involved in any bankruptcy, insolvency, liquidation or winding up proceeding whatsoever.

11. UPGRADE/DOWNGRADE:

a. Upgrade plan level:

- i. You can, at any time, during the continuance of your service, upgrade your account to a higher plan provided the desired plan at least of the same duration as your existing plan.
- ii. At the time of up-gradation of your account, existing credit balance of your account will be adjusted towards the upgraded service plan, and the difference between the old and new plans will be charged on a pro-rata basis.
- iii. Your billing cycle will remain the same.

b. Downgrade plan level:

- i. You may request a downgrade to your Sensible Softwares plan at any time during the continuance of service but downgrade will take effect only at the end of current billing cycle.
- ii. You cannot change your billing cycle duration and you cannot Downgrade from paid account to free account.

12. YOUR RESPONSIBILITIES:

You acknowledge and agree that you have fully understood the functionality of the Sensible Softwares website and Services. You further acknowledge and agree that you are solely responsible for maintaining and protecting all Data that is stored, retrieved or otherwise processed by the Sensible Softwares website or through your use of the Services. SENSIBLE SOFTWARES is not liable for any loss, error of emails, files and electrical records during transfer. Without limiting this, you will be responsible for all costs and expenses, if any, that you or others may have to incur to keep a backup and/or restore the data or to recreate the data that is lost or corrupted as a result of your use of the Sensible Softwares website and/or the Services.

13. DATA BACKUP:

Sensible Softwares will maintain a backup every 10 minutes on secondary server, but makes no claim about the accuracy and reliability of these backups.

14. TRANSMISSION OF DATA:

You understand that the technical processing and transmission of your electronic communications is fundamentally necessary to your use of the services. You expressly consent to our interception and storage of your electronic communications and/or your data. You understand that your electronic communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by us. You understand that changes to your electronic communications may occur in order to conform and adapt such data to the technical requirements of connecting networks and devices. You agree that SENSIBLE SOFTWARES is not responsible for any electronic communication and/or Your data which are lost, altered, intercepted or stored without

authorization during the transmission of any data whatsoever across networks not owned and/or operated by SENSIBLE SOFTWARES.

15. CUSTOMER SUPPORT:

Sensible Softwares will provide email support. Customer can send their queries for support to support@bootstraptoday.com

16. THIRD PARTY SOFTWARE:

Sensible Softwares is not responsible for the code that implements any third party software or service used on the Sensible Softwares website (for example, Subversion) nor is Sensible Softwares responsible for the code that implements any third party software or services provided via a non-web interface. This is the responsibility of the implementers of the third party software. Any such third party software is provided to you "as it is" and Sensible Softwares makes no representation nor provides any warranty to you as to its availability, reliability, suitability or timeliness.

17. USE OF SERVICE:

Sensible's acceptable use policy can be found at: <http://bootstraptoday.com/policy/AcceptableUsePolicy.pdf> (Same is attached herewith)

18. YOUR CONFIDENTIALITY:

Sensible Softwares uses reasonable commercial efforts to protect the confidentiality of your data. Sensible's confidentiality policy can be found at <http://bootstraptoday.com/policy/ConfidentialityPolicy.pdf> (Same is attached herewith)

19. YOUR PRIVACY:

Sensible Softwares respects your privacy. Sensible's privacy policy can be found at: <http://bootstraptoday.com/policy/PrivacyPolicy.pdf> (Same is attached herewith)

20. UPTIME SERVICE:

Sensible Softwares will take reasonable efforts and precautions to ensure 99.9% uptime of the services. However, Sensible Softwares makes no representation nor provides any warranty about the uptime.

21. PROPRIETARY RIGHTS:

SENSIBLE SOFTWARES claims no ownership or control over any Content submitted, posted or displayed by you on or through services. You retain all Intellectual Property Rights to any Content you submit, post or display on or through services and you are responsible for protecting those rights, as appropriate. SENSIBLE SOFTWARES will not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way your Data, unless as part of the standard supply of the Services or at your direction e.g. for backup purposes.

"Intellectual Property Rights" in these Terms of Service includes all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, and other intellectual property rights.

22. RIGHTS OF SENSIBLE SOFTWARE:

You acknowledge and agree that Sensible Softwares own and will remain to own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist), even if Sensible Softwares incorporates any of your Feedback (as defined below) into subsequent versions. You further acknowledge that the Services may contain information which is designated confidential by Sensible Softwares and that you shall not disclose such information without prior written consent of Sensible Softwares. Except as expressly permitted in these Terms of Service, you may not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Sensible Softwares website, its content, and the Services. You may not copy or modify the HTML or other code used to generate web pages on the Sensible Softwares website.

23. USER FEEDBACK:

By submitting ideas, suggestions, Comments and/or proposals ("**Feedback**") to SENSIBLE SOFTWARES through its suggestion, feedback, forum or by posting content and communicating with other Sensible Softwares users via posts to forums on the site you acknowledge and agree that (i) your Feedback does not contain the confidential or proprietary information of your or of third parties; (ii) SENSIBLE SOFTWARES is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (iii) SENSIBLE SOFTWARES, in its discretion, shall be entitled to use and disclose such Feedback for any purpose, in any way, in any media worldwide; (iv) SENSIBLE SOFTWARES may have something similar to the Feedback already under consideration or in development; (v) the Feedback automatically becomes SENSIBLE's property without any obligation to you; and (vi) you are not entitled to any compensation or reimbursement of any kind from SENSIBLE SOFTWARES for the Feedback under any circumstances.(vii) At Sensible's request and expense, you will execute documents and take such further acts as Sensible Softwares may reasonably request to assist Sensible Softwares in acquiring, perfecting and maintaining its Intellectual Property Rights and other legal protections for your Feedback and User Posts.

24. MARKETING:

You agree that Sensible Softwares use your name, company and/or logo for the purpose of marketing its services with your prior consent. You can opt out of having your name, company and/or logo identified by emailing: legal@sensiblesoftwares.com

25. VIOLATIONS:

In case of any violations of any of the terms of services including the privacy policy, acceptable use policy, confidentiality policy, Sensible Softwares can utilize any of the recourse available under the applicable laws of India.

Sensible Softwares will have the right to monitor your access to or use of services for the purpose of operating the Sensible Softwares website and the Services, in order to ensure the compliance of Terms of Service and the applicable laws of India.

SENSIBLE SOFTWARES is entitled to disclose any information or Materials, including Your Content or Account Information (or elements thereof), in connection with your use of the Services to (i) comply with applicable Law, legal process or governmental request; (ii) enforce the Terms; (iii) respond to any claims that Your Content violates the Terms or rights of third parties; (iv) respond to your requests for customer services; or (v) protect the rights, property or personal safety of SENSIBLE SOFTWARES, its Users or the public, and law enforcement or other government officials, as SENSIBLE SOFTWARES in its sole discretion believes to be necessary or appropriate.

26. INDEMNIFICATION:

You agree to hold harmless and indemnify SENSIBLE SOFTWARES, and its subsidiaries, affiliates, officers, agents, employees, directors, advertisers, licensors, suppliers or partners, from and against any third party claim arising from or in any way related to your use of services, violation of the Terms or any other actions connected with use of services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, SENSIBLE SOFTWARES will provide you with written notice of such claim, suit or action.

27. LINKS TO THIRD PARTY SITES.

The Site, Services and Materials may include links that will take you to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by SENSIBLE SOFTWARES to you as a convenience and the inclusion of the links does not imply any endorsement by SENSIBLE SOFTWARES of any Linked Site. SENSIBLE SOFTWARES has no control of the Linked Sites and you agree that SENSIBLE SOFTWARES is not responsible for the availability or contents of any Linked Site (including any advertising, products or other materials on or available from such Linked Site), any link contained in a Linked Site, or any changes or updates to a Linked Site.

28. SERVICES ARE AVAILABLE "AS IS":

YOUR ACCESS TO AND USE OF THE SERVICES OR ANY CONTENT IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICES IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, SENSIBLE SOFTWARES DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICES OR ANY CONTENT THEREON. SENSIBLE SOFTWARES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES, OR ANY CONTENT. YOU ALSO AGREE THAT SENSIBLE SOFTWARES HAS NO RESPONSIBILITY OR LIABILITY FOR THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE

SERVICES. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SENSIBLE SOFTWARES OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

29. LIMITATION OF SENSIBLE SOFTWARES LIABILITY:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SENSIBLE SOFTWARES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SENSIBLE SOFTWARES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE SERVICES OR FOR ANY ERROR OR DEFECT IN THE SENSIBLE SOFTWARES WEBSITE OR THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON SERVICES; OR (iv) ANY OTHER MATTER RELATING TO SERVICES. NOTHING IN THE TERMS SHALL LIMIT OR EXCLUDE SENSIBLE'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SENSIBLE SOFTWARES OR ITS EMPLOYEES

ALL ACCOUNT HOLDERS: YOU AGREE THAT THE AGGREGATE LIABILITY OF SENSIBLE SOFTWARES TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE SENSIBLE SOFTWARES WEBSITE AND/OR THE SERVICES IS LIMITED TO LOWER OF: a) THE AMOUNTS YOU HAVE PAID TO SENSIBLE SOFTWARES DURING THE THREE MONTH PERIOD PRIOR TO SUCH CLAIM, FOR ACCESS TO AND USE OF THE SENSIBLE'S WEBSITE AND/OR THE SERVICES, OR b) RS. 5000/- (RUPEES FIVE THOUSAND ONLY). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SENSIBLE SOFTWARES AND YOU.

30. TERMINATION ON VIOLATION OF TERMS OF SERVICE:

If you violate any of these Terms of Service (incorporating the Sensible Softwares Policies), your permission to use the Sensible Softwares website and the Services will automatically terminate. Sensible Softwares reserves the right to revoke or suspend your access to and use of the Sensible Softwares website and Services at any time, with or without cause, and with or without notice.

31. WAIVER:

Unless expressly provided to the contrary herein, failure or delay of SENSIBLE SOFTWARES to enforce any of the provisions of this terms of service or assert any rights hereunder shall in no way be construed as a waiver of such provisions or rights and shall not affect the right of SENSIBLE SOFTWARES to enforce each and every provision of this Agreement in accordance with its terms.

32. GOVERNING LAW:

These terms of service shall be a contract under the laws of India and for all purposes shall be governed by and construed and enforced in accordance with the laws of India.

33. JURISDICTION: This Agreement shall be subject to the jurisdiction of the Courts at Pune.

34. DISPUTE RESOLUTION:

In the event of any controversy or dispute between Sensible Softwares and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), If the dispute cannot be resolved through amicably, then the parties shall be free to pursue any right or remedy available to them under applicable law.

35. ASSIGNMENT:

You will not assign or transfer all or any of your rights or obligations under the Terms of Service without the prior written consent of Sensible Softwares.

36. BUSINESS TRANSMISSION:

Sensible Softwares may sell, transfer or otherwise share some or all of its assets in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy. In such an event, Sensible Softwares will take steps to ensure the security and confidentiality of your Data is preserved by requiring all parties to the transfer to undertake to comply with the terms of the Data Confidentiality Agreement.

37. SEVERANCE:

If any article, clause, section or paragraph, or part thereof, of the Terms of Service and/or any of the Sensible Softwares Policies made a part hereof is invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future Applicable Laws, the remainder of the Terms of Service and/or any of the Sensible Softwares Policies or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause the Terms of Service and/or any of the Sensible Softwares Policies to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the Terms of Service and/or any of the Sensible Softwares Policies as will best preserve for the Parties the benefits and obligations under such provision.

38. TAX:

You are responsible for all taxes which may be payable in respect of the provision of the Services to you and unless otherwise legislated in the jurisdiction which is relevant to the purchase of the Services by you, Sensible Softwares bears no liability in this regard.

This Agreement sets forth the entire understanding and agreement between you and Sensible Softwares with respect to the subject matter hereof. The section headings used herein, including descriptive summary sentences at the start of each section, are for convenience only and shall not affect the interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then in such jurisdiction that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of the remaining provisions.