

**HILLSIDE LABS, INC.**  
**USERUP PLATFORM TERMS OF USE**  
**Effective: January 31, 2024**

This UserUp Platform Terms of Use Agreement (this “**Agreement**”) governs the access and use of the alpha version of UserUp, the user platform-as-a-service, including, all related software, binaries, applications, SDKs, APIs, and/or features or functionality thereof (collectively the “**UserUp Platform**”) owned and made available by Hillside Labs, Inc. (“**Hillside Labs**,” “**we**,” “**us**,” and/or “**our**”) for internal use solely on an evaluation and non-production basis.

**PLEASE READ THIS AGREEMENT CAREFULLY.** THIS AGREEMENT IS SETS FORTH THE LEGALLY BINDING TERMS BETWEEN HILLSIDE AND THE PERSON OR ENTITY IDENTIFIED ON THE ACCOUNT REGISTERED TO ACCESS TO THE USERUP PLATFORM, WHETHER THAT IS YOU, OR YOUR EMPLOYER, OR ANOTHER PERSON OR ENTITY (SUCH PERSON OR ENTITY HEREINAFTER REFERRED TO AS, “**YOU**” OR “**YOUR**”) , AND GOVERNS YOUR ACCESS TO, EVALUATION, AND USE OF THE USERUP PLATFORM. Please feel free to contact us at [legal@hillsidelabs.io](mailto:legal@hillsidelabs.io) if you have any questions about this Agreement.

**ACCEPTANCE OF AGREEMENT:** BY CLICKING “I ACCEPT”, REGISTERING AN ACCOUNT, OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING ANY USERUP PLATFORM IN ANY MANNER, (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND (2) YOU AFFIRM, REPRESENT, AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW) (WHICH MEANS THAT IF YOU ARE ACCEPTING THIS AGREEMENT OR ACCESSING OR USING THE USERUP PLATFORM ON BEHALF OF ANOTHER PERSON OR ENTITY (E.G., YOUR COMPANY OR EMPLOYER), YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT, AND USE THE USERUP PLATFORM, ON BEHALF OF SUCH OTHER PERSON OR ENTITY). DO NOT ACCEPT THIS AGREEMENT OR OTHERWISE ACCESS OR USE THE USERUP PLATFORM (OR ANY PART THEREOF) IF YOU DO NOT HAVE THE REQUISITE AUTHORITY OR DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

## **1. Overview**

**1.1. Pre-Release; Commercial Release.** The UserUp Platform are pre-release versions of Hillside Labs’ products and/or services that are not generally available for distribution, and are strictly for use in a test environment, and not for use in a production environment. UserUp Platform made available by Hillside Labs are strictly for testing, evaluation, and experimentation purposes only. You acknowledge that, by their nature, UserUp Platform may (a) not meet speed or performance benchmarks or expectations; (b) have gaps in functionality; (c) contain bugs and errors; and (d) not be secure or meet certain industry privacy or security standards. Hillside Labs, in its sole discretion, shall determine whether to make or release a UserUp Platform on a generally available, production and/or commercial bases. The design, functionality, features, and/or components of the UserUp Platform may be changed prior to any commercial release by Hillside Labs without notice, and Hillside Labs does not guarantee that compatibility of Your systems, products, and/or applications can or will be maintained with any commercial release. Nothing in this Agreement shall be deemed to convey to You the right or license to access or use any commercial version.

**1.2. No Support.** Hillside Labs shall have no obligation to support or provide support services to You relating to the UserUp Platform; however, Hillside Labs may, however, make such services available to You at its sole discretion (but without any obligations whatsoever), including from time to time making available updates, enhancements and/or modifications to the UserUp Platform. Any such updates, enhancements and/or modifications to the UserUp Platform shall be subject to the terms and conditions of this Agreement.

**1.3. Changes to the UserUp Platform.** You acknowledge and agree that the form and nature of the UserUp Platform may change from time to time without prior notice to You. Notwithstanding any provision set forth in this Agreement, Hillside Labs may, at any time, in its sole and absolute discretion, and with or without notice to You, terminate, discontinue, remove, modify and/or change the UserUp Platform, or any part thereof, or otherwise limit, disconnect, deny access to, discontinue, modify, or suspend Your access to or use of any or all UserUp Platform. Hillside Labs shall have no obligation or liability of any kind whatsoever to You, Your end users, or any third party for any of the foregoing.

## **2. Licenses; Restrictions**

**2.1. License.** If You elect to access or use any UserUp Platform, and subject to Your compliance with the terms and conditions of this Agreement, Hillside Labs hereby grants to You a limited, revocable, non-exclusive, non-transferable and non-sublicensable license to install, execute, access, run, or otherwise interact with the UserUp Platform solely during the term of this Agreement and strictly for Your own internal, non-production, evaluation and testing purposes, in accordance with the technical and/or other user documentation made available by Hillside Labs for the applicable UserUp Platform (the “**Documentation**”), and subject to any and all technical limitations implemented in the UserUp Platform and/or other usage parameters or restrictions specified by Hillside Labs for the UserUp Platform.

**2.2. Open Source Licenses.** The UserUp Platform may contain open source software and/or components developed by Hillside Labs or by a third party (“**Open Source Components**”) that are subject to the applicable open source license terms, and any additional documentation, terms and conditions accompanying the applicable Open Source Components, whether specified in the applicable GitHub repository for such Open Source Components or

otherwise provided by Hillside Labs or the applicable third party developer (collectively, the “**Open Source License Terms**”). Open Source Components developed by Hillside Labs, and the applicable Open Source License Terms, are made available via Hillside Labs’ GitHub Repository located at <https://github.com/Hillside-Labs/>. In addition, Hillside Labs’ timescaledb (a third party Open Source Component) which is available at <https://github.com/timescale/timescaledb>. All use of Open Source Components is subject to, and You agree to and shall ensure Your end users comply with, the applicable Open Source License Terms. In the event of any conflict between the terms of this Agreement and the Open Source License Terms, the Open Source License Terms shall control solely with respect to the applicable Open Source Component.

**2.3. Restrictions.** You shall not, and shall not permit any other person or entity, to (a) reverse engineer, decompile, disassemble, modify, adapt, rent, lease, loan, create or prepare derivative works based upon the UserUp Platform or any part thereof, (b) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the UserUp Platform, or any part thereof, (c) resell, provide, make available to, or permit use of or access to UserUp Platform or associated access credentials, by any third party; (d) attempt to use or gain unauthorized access to Hillside Labs’ or to any third-party’s networks or equipment; (e) attempt to probe, scan or test the vulnerability of any the UserUp Platform or other Hillside Labs services, or related systems, accounts or networks of Hillside Labs or any Hillside Labs customers or suppliers, or otherwise knowingly or negligently use the UserUp Platform in a way that abuses, interferes with, or disrupts Hillside Labs’ networks; (f) engage in fraudulent, offensive or illegal activity or intentionally engage in any activity that infringes the intellectual property rights or privacy rights of any individual or third party or transmit through any UserUp Platform any data or information without the legal right to do so; (g) restrict, or knowingly inhibit, interfere or attempt to interfere with the ability of any other person, regardless of purpose or intent, to use or enjoy the UserUp Platform or related Hillside Labs services or a user’s network, or cause a performance degradation to any facilities used to provide the UserUp Platform; (h) access or use the UserUp Platform for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose; (i) attempt to circumvent or bypass any usage or technical parameters, restrictions, or other limitations, implemented in the UserUp Platform or otherwise set forth in the Documentation, or (j) access or use the UserUp Platform without the express prior written approval of Hillside Labs, if You are direct competitor of Hillside Labs. Nothing in this Agreement entitles You to receive source code for any part of the UserUp Platform. You acknowledge and agree that You are solely responsible and liable for Your access and use of the UserUp Platform in compliance with this Agreement, including, but not limited to, any access and use by end users in Your organization or any other person, entity or individual accessing or using the UserUp Platform under your account or other credentials, whether or not authorized by You. Any breach or violation of this Agreement by such users shall be deemed a breach and violation of this Agreement by You.

**2.4. Compliance.** Licensee acknowledges sole responsibility for compliance with all laws that apply to participation in the UserUp Platform; and the use, access, and receipt of a UserUp Platform. You shall comply with all applicable local, state, national and foreign laws, rules, and regulations, including, but not limited to, all applicable import and export laws, restrictions, national security controls or regulations of the United States or other applicable foreign agency or authority, and anti-bribery, foreign corrupt practices, intellectual property, and privacy laws and regulations (collectively, “**Applicable Laws**”), in connection with Your performance of Your obligations under this Agreement and Your access to and use of the UserUp Platform. You represent and warrant that You are not, and You shall not permit any person or entity to access or use the UserUp Platform (or any part thereof) that is: (a) the subject or target of, or located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions, or (b) a person, individual or entity on the Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List.

### **3. Proprietary Rights**

**3.1. Your Rights.** You will have control over, and as between You and Hillside Labs, You shall retain ownership of any data provided, uploaded, processed or otherwise transmitted through, or in connection with Your use of the UserUp Platform (collectively, “**User Data**”), User Data does not include Usage Metrics (defined below). You are responsible for the accuracy, quality, integrity, and legality of User Data. You agree that Hillside Labs has the right to process and use User Data solely to the extent necessary to provide You the UserUp Platform and as otherwise expressly permitted in this Agreement and our [Privacy Policy](#). You represent and warrant that You have all the rights necessary to grant the licenses granted herein to Hillside Labs in and to such User Data. You shall provide all necessary disclosures and obtain all necessary consents from each individual or user of the UserUp Platform to grant Hillside Labs the foregoing rights or as otherwise required to transmit such data through the UserUp Platform.

**3.2. Usage Metrics.** You acknowledge and agree that Hillside Labs has the right to monitor, collect, analyze and use statistics, metrics, analytics, and data regarding the performance and operation of the UserUp Platform and relating to its delivery of the UserUp Platform (collectively, “**Usage Metrics**”) for its own business purposes, such as improving, testing, and maintaining the UserUp Platform and/or Hillside Labs’ other products and services, developing additional products and services, the generation of reports for internal, external, and public use, and for any other lawful purpose; provided that, Hillside Labs may only publicly distribute Usage Metrics in aggregate, non-personally identifiable form that cannot be used to identify You or any of Your individual end user or any other person.

**3.3. Feedback.** If You or any of Your end users provide or communicate any feedback, comments, or suggestions with respect to the UserUp Platform, including, but not limited to, the performance, functionality, and

features, or any problems or defects, of the UserUp Platform (collectively, “**Feedback**”), You acknowledge and agree that all Feedback shall become the sole and exclusive property of Hillside Labs, and You hereby assign all right, title and interest in and to such Feedback to Hillside Labs. For the avoidance of doubt, Feedback may be used by Hillside Labs in any way without restriction, obligation, attribution or payment to You or any third party; provided that, (a) all Feedback is provided “AS IS”, and (b) Hillside Labs will not publicly identify You are any of Your end users as the source of Feedback without Your permission.

**3.4. Hillside Labs Reservation of Rights.** Hillside Labs retains all rights, title and interest, including any and all intellectual property rights, in and to the UserUp Platform, Documentation, Feedback, Usage Metrics, and any and all modifications, updates, enhancements, and/or improvements thereto. Hillside Labs reserves any and all rights, implied or otherwise, which are not expressly granted to You hereunder. No implied licenses are granted under this Agreement.

**4. Confidentiality.** “**Confidential Information**” means the UserUp Platform, Documentation, Feedback, the terms of this Agreement, and any software, source code, object code, documentation and any proprietary tools, proprietary knowledge or proprietary methodologies or other non-public information regarding the UserUp Platform or Hillside Labs’ other products, services and business disclosed by Hillside Labs to You, or otherwise made available to or obtained by You in connection with this Agreement. You shall observe complete and strict confidentiality with respect to the Confidential Information, and shall use best efforts to protect Confidential Information from unauthorized use, reproduction, publication, disclosure, or distribution. You may only use Confidential Information as specifically authorized by this Agreement. You shall promptly notify Hillside Labs of any known unauthorized use or disclosure of the Confidential Information and You will cooperate with Hillside Labs in investigating, remedying, and mitigating any such unauthorized use and disclosure. You may not permit any person, entity or other third-party access to, or use of, Confidential Information without Hillside Labs’ prior written authorization; provided that, You may disclose Confidential Information to solely Your employees who have a strict need to know such Confidential Information to facilitate Your authorized use of the Confidential Information, and provided further that, such employees agree in writing to be bound by confidentiality obligations at least as restrictive as those herein. You shall remain solely responsible and liable for Your employee compliance with this Agreement. You may disclose Confidential Information to the extent You are required by law or by the order of a court or similar judicial or administrative body, provided that You immediately notify Hillside Labs of such required disclosure in writing and You fully cooperate with Hillside Labs, at Hillside Labs’ reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

## **5. Term; Termination & Suspension**

**5.1. Term; Termination.** The term of this Agreement commences as of the date of You first accept this Agreement and continues until terminated by either You or Hillside Labs as follows or as otherwise set forth in this Agreement:

(a) You may terminate Your account at any time by emailing Hillside Labs at [legal@hillidelabs.io](mailto:legal@hillidelabs.io), and ceasing all use of the UserUp Platform and Documentation, and permanently erasing and deleting any and all copies thereof from Your environment, systems, and applications, or otherwise in Your possession or control.

(b) Hillside Labs may terminate this Agreement at any time, with or without cause, upon delivery of written notice to You. For the sake of clarity and not limitation, Hillside Labs may immediately suspend, disconnect, and/or terminate Your access to any or all UserUp Platform and/or terminate this Agreement with cause, without notice, in the event of a violation of Sections 2.1 (License Grant) or 2.2 (Open Source Licenses), Section 2.3 (Restrictions), Section 2.4 (Compliance), or Section 4 (Confidentiality), or any other material term of this Agreement by You or any of Your end users

**5.2. Effect of Termination.** Upon any termination of this Agreement, for any reason, all rights granted herein to use and access the UserUp Platform and Documentation shall immediately terminate and You and Your end users shall immediately: (i) cease use of all UserUp Platform and Documentation, and permanently erase and delete any and all copies thereof from Your environment, systems, and applications, or otherwise in Your possession or control, (ii) return or destroy all of Hillside Labs’ Confidential Information in Your possession or control, and, (iii) if requested in writing by Hillside Labs, provide Hillside Labs with written certification that You have complied with all of the foregoing. This Section 5.2 (Effect of Termination) with respect to Your obligations following termination of this Agreement, and the following Sections, shall survive any termination or expiration of this Agreement: 2.3 (Restrictions), 3 (Proprietary Rights), 4 (Confidentiality), 6 (No Warranty), 7( Limitation of Liability), 9 (Notices), 10 (Governing Law), 11 (Government Rights), and 12 (General).

**6. No Warranty.** THE USERUP PLATFORM, DOCUMENTATION, AND RELATED MATERIALS AND SERVICES, ARE PROVIDED AND MADE AVAILABLE ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTY OF ANY KIND. HILLSIDE LABS AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE USERUP PLATFORM, DOCUMENTATION, AND ANY OTHER MATERIALS OR SERVICES MADE AVAILABLE BY HILLSIDE LABS HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, NON-INFRINGEMENT, OR THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF A USERUP PLATFORM.

YOU ACKNOWLEDGE AND AGREE THAT THE USERUP PLATFORM: (A) ARE SOLELY PRE-RELEASE ALPHA, PROTOTYPE, MVP, AND TEST VERSIONS; (B) ARE NOT COMPLETE IN DEVELOPMENT AND HAVE NOT BEEN APPROVED FOR COMMERCIAL RELEASE OR PRODUCTION USE; (C) MAY CONTAIN BUGS, DEFECTS, AND ERRORS; AND (D) ARE NOT EXPECTED TO FUNCTION FULLY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE USERUP PLATFORM IS SOLELY AND ENTIRELY AT YOUR OPTION AND OWN RISK. TO THE EXTENT HILLSIDE LABS CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

**7. Limitation of Liability.** IN NO EVENT WILL HILLSIDE LABS OR ITS AFFILIATES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER RESULTING FROM A TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, WARRANTY, OR OTHER FORM OF ACTION FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR ANY LOST PROFITS, LOST BUSINESS, OR LOST DATA OR THE LIKE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) ANY DAMAGES OR LIABILITY IN THE EXCESS OF \$100. THE PARTIES AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS MATERIAL TO THIS AGREEMENT, AND THAT THESE LIMITATIONS APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. THE PARTIES FURTHER AGREE THAT THIS SECTION 7 (LIMITATION OF LIABILITY) REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT HILLSIDE LABS WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION. THIS ALLOCATION OF RISK IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. HILLSIDE LABS DISCLAIMS ALL LIABILITY OF ANY KIND OF HILLSIDE LABS' LICENSORS AND SUPPLIERS BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU, IN WHICH CASE THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

**8. Changes to this Agreement.** Hillside Labs reserves the right to modify the terms and conditions of this Agreement from time to time, and will use commercially reasonable efforts to communicate any material change to You. All updated and/or modified versions of this Agreement will be posted online at <https://www.userup.io/terms>, and, unless otherwise set forth in our notice to You, will be effective as of the "Effective" or "Last Updated" date specified above. Use of the UserUp Platform may require acceptance of new, modified, or additional terms of use from time-to-time by and through You, Your administrator, or other account owner; provided that, notwithstanding the foregoing, is is Your responsibility to regularly visit and review this Agreement for updates, changes and modifications. If You do not agree to the revised version of this Agreement, You may terminate this Agreement, and cease all use of the UserUp Platform, in accordance with Section 5.1(a) (Term; Termination). By continuing to use the UserUp Platform, You agree that such actions will be deemed acceptance of, and Your agreement to be bound by, any such new, modified, or additional terms.

**9. Notices; Consent to Electronic Communications.** We may send You any notices, including those regarding changes to this Agreement, to the email address You provided when You requested access to the UserUp Platform or through any other reasonable means. Any notices to Hillside Labs must be sent to Hillside Labs via email at: [legal@hillsidehillsidelabs.io](mailto:legal@hillsidehillsidelabs.io). Hillside Labs may update its address or methods for notices upon notice to You. By using the UserUp Platform and accepting this Agreement, You consent to receiving certain electronic communications from us, including, but not limited to, communications sent via email or notifications posted on our website. These electronic communications may include notices about transactional information, and other information concerning or related to Your use of the UserUp Platform. Please read our Privacy Policy to learn more about our electronic communications practices. YOU AGREE THAT ANY NOTICES, AGREEMENTS, DISCLOSURES, OR OTHER COMMUNICATIONS THAT WE SEND TO YOU ELECTRONICALLY WILL SATISFY ANY LEGAL COMMUNICATION REQUIREMENTS, INCLUDING THAT THOSE COMMUNICATIONS BE IN WRITING.

**10. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. You and Hillside Labs agree that any judicial proceeding will be brought in the federal or state courts located in San Mateo County, California, United States of America, and the parties hereby consent to the personal jurisdiction and exclusive venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods in its entirety is expressly excluded from this Agreement. Furthermore, this Agreement shall not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA.

**11. Government Rights.** The UserUp Platform and any associated Documentation are "Commercial Items," as such term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 (as applicable). Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4 (as applicable), the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users only (a) as Commercial Items; and (b) with those rights that are granted to all other users under this Agreement. Any use, modification, reproduction, release, performance, display, disclosure or distribution of the UserUp Platform by the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted herein.

**12. General.** The parties acknowledge and agree that they are dealing with each other as independent contractors, and nothing in this Agreement or its performance shall be construed as creating a joint venture, agency, partnership, or other form of joint enterprise between the parties. This Agreement is personal to You and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger,

reorganization, or as a result of an acquisition or change of control involving You) without Hillside Labs' prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. Hillside Labs expressly reserves and shall have the right to assign this Agreement and to delegate any of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. Except as otherwise set forth in Section 8 (Changes to this Agreement), this Agreement may only be modified or amended by a writing executed by a duly authorized representative of each party. If a court of competent jurisdiction finds any provision of this Agreement to be invalid, the provision shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the parties' original intentions as reflected in the provision, and so that the other provisions of this Agreement remain in full force and effect. All headings in this Agreement are for convenience only and have no legal or contractual effect. You agree that this Agreement will not be construed against Hillside Labs by virtue of having drafted it.