SPHER, Inc. USER AGREEMENT

This Software as Service User Agreement ("Agreement") is entered into between you ("User" or "You") and SPHER, Inc. ("SPHER, Inc." or "We") and governs your use of the Company's software, including any updates or upgrades thereto, collectively referred to as "SPHER."

Please read this Agreement carefully before installing, accessing, or using the SPHER. By installing, accessing, or using SPHER, you agree to be bound by the terms and conditions set forth in this Agreement. If you do not agree to these terms, you may not install, access, or use SPHER.

**License Grant**

Subject to your compliance with the terms and conditions of this Agreement, the Company grants you a limited, non-exclusive, non-transferable, revocable license to install, access, and use SPHER for your internal business purposes.

**Restrictions on Use**

2.1. *Ownership:* SPHER is licensed, not sold, to you. The Company retains all ownership rights, title, and interest in SPHER, including all intellectual property rights. You acknowledge that SPHER and its components are protected by copyright, trademark, and other laws.

2.2. *Permitted Use*: You shall use SPHER solely in accordance with the terms of this Agreement. You shall not copy, modify, distribute, sell, lease, sublicense, reverse engineer, or create derivative works based on SPHER, in whole or in part, unless expressly authorized by the Company in writing.

2.3. *Prohibited Actions:* You shall not use SPHER for any unlawful or unauthorized purpose, including but not limited to any activity that violates applicable laws, infringes third-party rights, or causes harm to the Company or others.

**Support and Updates**

The Company may provide support and updates for SPHER at its sole discretion. Such support and updates may be subject to additional terms and conditions. The Company shall have no obligation to provide support or updates, and this Agreement does not entitle you to any future versions or enhancements of SPHER.

**Intellectual Property**

4.1. *Ownership:* The Company retains all ownership rights to SPHER, including all intellectual property rights. You acknowledge that SPHER contains proprietary information and trade secrets.

4.2. *Feedback:* If you provide any feedback, suggestions, or ideas regarding SPHER, you hereby grant the Company a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use and incorporate such feedback into SPHER without any obligation to compensate you.

**Disclaimer of Warranty**

SPHER IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

**Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF SPHER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Termination**

This Agreement shall remain in effect until terminated. The Company may terminate this Agreement at any time if you fail to comply with its terms and conditions. Upon termination, you shall cease all use of SPHER and destroy any copies in your possession.

**Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of United States.

**Modifications to the Agreement**

The Company reserves the right to modify this Agreement at any time. Any changes will be effective immediately upon posting the revised Agreement. Your continued use of SPHER after the posting of the revised Agreement constitutes your acceptance of the changes.

**Entire Agreement**

This Agreement constitutes the entire agreement between you and the Company regarding the subject matter hereof and supersedes all prior or contemporaneous understandings and agreements, whether oral or written.

If you have any questions or concerns about this Agreement, please contact us at info@spherinc.com.

By installing, accessing, or using SPHER, you acknowledge that you have read and understood this Agreement and agree to be bound by its terms and conditions.

SPHER, Inc.

1025 W 190th St #255

Gardena, CA 90248

https://www.spherinc.com/