

TERMS & CONDITIONS – APPLICATIONS & SERVICES

By signing an Order, the Customer agrees that these Terms and Conditions shall govern the Agreement. If you are entering into an Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms You or Customer shall refer to such entity.

1. DEFINITIONS

- 1.1. "Addendum" means any written document executed by both Parties that, without modifying current terms of this Agreement, adds to the terms of this Agreement.
- 1.2. "Agreement" means any Orders and these terms of conditions, including any materials available on the Supplier website incorporated by reference herein.
- 1.3. "Affiliate" means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under common control with, such entity. For purposes of this Agreement, "control" (including the terms "controlled by" and "under common control with") shall mean the power, directly or indirectly, to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.4. "Applicable data privacy laws" means any national or internationally binding data privacy laws or regulations applicable at any time to any active agreement between a Customer and Supplier. It includes, but is not limited to, European Union General Data Protection Regulation (GDPR).
- 1.5. "Application" means any and all dataprograms/software/configurations/datamodels developed or provided, or to be developed or provided, by Supplier, equipment pertaining to the dataprograms/software/configurations/datamodels, related documentation intended for use by Users and all copies made thereof, either copied in whole or in part, as well as the audio and visual information, contained in or made available to the Customer during the course of the Customer's usage of said dataprograms/software/configurations/datamodels and as described in applicable documentation or on-line. The term "Application" does not include any third party information, materials or content (which items may, nevertheless, constitute Confidential Information of Supplier).
- 1.6. "Application Order" means a deed in which a provisioning of an Application to a Customer is detailed.
- 1.7. "Assignment" means an agreed Service, or set of Services, to be delivered in accordance with an Assignment Specification or other subsection of an Order detailing a delivery of Services.
- 1.8. "Assignment Specification" means a written statement of a Service to be provided by Supplier and the related pricing, timelines and Deliverables which is agreed to by the parties and is incorporated by reference into this Agreement.
- 1.9. "Confidential Information" means Confidential Information as defined in section 17.1
- 1.10. "Content" means any commercial, or open source, content or data that Supplier may license, sub license or resell to the Customer under a Content Order
- 1.11. "Content Order" means a deed in which a delivery and or licensing of Content from Supplier, or solicited by Supplier, to Customer is detailed.

- 1.12. "Content Services" means Services in which the Supplier provides the Customer with commercial or non-commercial content from third party providers or open sources and that are specified in a separate Content Order.
- 1.13. "Customer" means the party entering into this Agreement with the Supplier by means of a confirmed Order.
- 1.14. "Customer Data" means any data, information and any derivatives thereof, provided or transmitted to Supplier by Customer or its Affiliates or contained in Supplier's repository for Customer or its Affiliates; provided that such term will not include any such data or information to the extent that the it was in the possession of Supplier at the time it was first delivered or transmitted to, or made available to, Supplier by Customer or its Affiliate.
- 1.15. "Deliverables" means tracings, drawings, field notes, specifications, software, templates, data (including data files and other software in whatever form), and other documents, records, and materials, whether written, electronic, audio, or video, made, conceived, developed or reduced to practice by Supplier in the course of the provisioning of an Application, a Service, and/or Content.
- 1.16. "Desktop Specification" means Supplier's recommended minimum technical specifications required to access and utilize the Application.
- 1.17. "Effective Date" means that calendar date on which the License Period commence.
- 1.18. "Intellectual Property Rights" or "IPR" means any and all intellectual property rights in any country or jurisdiction, that may exist under patent law, copyright law, publicity rights law, moral rights law, trade secret law, trademark law, unfair competition law or other similar protections, whether or not such rights are registered or perfected, including but limited to unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
- 1.19. "Key" means license files, keys, node locks, security devices, or other functions or materials, whether employed by electronic, mechanical or other means, needed to use, operate, or access the Application.
- 1.20. "License" means the right to use the Application in accordance with definitions and specifications in this Agreement.
- 1.21. "License Period" means the calendar period set forth in an Application Order during which the License is valid.
- 1.22. "License Specification" means the agreed configuration of the License as set forth in an Application Order.
- 1.23. "Losses" means any actual liability, claim, cause of action, expense, cost, attorney's fee, or damage, in each case, howsoever caused.
- 1.24. "Maintenance Downtime" means actual but planned downtime during which the Application may be unavailable or severely disrupted due to Supplier's maintenance activities, such as necessary work on configuration, hardware, OS, network, database, software, repairs, patches and upgrades.
- 1.25. "Maintenance Windows" means specified time frames during which Maintenance Downtime may take place.
- 1.26. "Order(s)" means collectively orders from Customer to Supplier for Applications in the form of Application Orders, for Services in the form of Assignment Specifications, and for Content in the form of Content Orders.

- 1.27. "Party means" either of Customer or Supplier, jointly called "Parties".
- 1.28. "Personal Data" means any information that can be used to identify, locate or contact an individual. Personal Data includes obvious identifiers such as names, addresses and government-issued identifiers, along with less obvious data elements such as IP addresses, financial account numbers and biometric data (including, but not limited to, any such definitions derived from the EU Data Protection Directive 95/46/EC). Personal Data also includes all elements defined as "personal identifiable information" or "PII" under applicable data privacy laws and/or regulations. Personal Data includes any such data in any media or format, including both paper and electronic.
- 1.29. "Personnel" means, in relation to a Party, that Party's officers, employees, agents, consultants and sub-contractors.
- 1.30. "Policies" means the Supplier policies as listed on the Supplier website.
- 1.31. "Processing" or "Process" means any operation or set of operations which is performed upon Confidential Information or Personal Data, whether or not by automatic means, such as collection, compilation, use, disclosure, duplication, organization, storage, alteration, transmission, combination, redaction, erasure, or destruction.
- 1.32. "Registered User" means any person in actual use of Application in any location, whether that person has access to the Application on a stand-alone computer, a computer that is part of or is accessing a network of computers, via a website, personal digital or electronic device or any other platform and that has been supplied a user identification and password by Customer (or by the Supplier at the Customer's request).
- 1.33. "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of Personal Data or the physical, technical, administrative or organizational safeguards put in place by Supplier that relate to the protection of the security, confidentiality or integrity of Personal Data, including, without limitation, (i) any loss of Personal Data maintained, stored or processed by Supplier, its affiliate or subcontractor, (ii) any unauthorized access to, or acquisition of, Personal Data maintained, stored or processed by Supplier, its affiliate or subcontractor, (iii) any third-party notification of a security breach or violation of applicable international, federal, state or local law by Supplier, its affiliate or subcontractor relating to data security, data protection and/or privacy or (iv) any regulatory investigation, enforcement proceeding, action, claim, lawsuit or any pending or threatened enforcement proceeding, action, claim, lawsuit, brought or threatened against Supplier, its affiliate or subcontractor, relating in any way to Personal Data.
- 1.34. "Services" means consulting, configuring, advisory, training or alike services provided to Customer under a Specification in an Order.
- 1.35. "Specification(s)" means the functional, layout, performance, operational, compatibility, and other specifications, characteristics of Deliverables as specified in an Order.
- 1.36. "Sub-processor" means a third-party subcontractor engaged by Supplier which, as part of the subcontractor's role of delivering the services, will process Personal Data on behalf of the Customer.
- 1.37. "Support Services" means services set forth herein to keep the Licensed Application operational.
- 1.38. "Taxes" includes all compulsory charges imposed pursuant to the authority of a country, or political subdivision thereof to levy taxes or fees on an entity or activity. Taxes include income taxes, employment taxes, franchise taxes, sales and use taxes, value added taxes ("VAT"), VAT applicable to nonresidents, industry and commerce tax, property, ad valorem and excise taxes.
- 1.39. "Third Party" means any natural person or legal entity other than Supplier or Customer.
- 1.40. "Upgrade" means exchanging an Application edition for a subsequent edition.

1.41. "User" means Registered User.

1.42. "User Account" means the combination of a User's identity and the same User's Key.

2. TERM OF AGREEMENT

2.1. The term of this Agreement shall commence on the Effective Date and shall continue in effect until the last date of any Licensed Application, Service or other Deliverable agreed upon by means of one or more Orders under this agreement.

3. AFFILIATES

3.1. The terms and conditions of this Agreement shall extend to all current and future Affiliates of Customer and Supplier.

4. ORDERING

4.1. Customer may under this Agreement place any number of Orders. For validity, any such Order shall be signed by the Customer and provided to Supplier for counter signature. Supplier is not bound by any such Order until Supplier has countersigned and returned the Order document to Customer.

4.2. Added Users will be subject to the following: (i) Licenses will be coterminous with the preexisting License Period; (ii) the Fee for the added Licenses will be the then current, generally applicable Fee; and (iii) Licenses added during a billing month will be charged in full for that billing month.

4.3. Should it be that Customer procurement and/or accounts payable in any way require a specific Purchase Order ("PO") number or alike, e.g. for the validity of invoicing, such PO shall be issued alongside the Order deed and the PO number noted by the Customer on the deed. If Supplier receives an Order without PO number, Supplier will, if countersigning the deed and commence delivery, invoice according to the terms of payment herein and Customer commit to comply to the terms of payment herein, despite the fact that the invoice in such instance will lack a PO number or other payment reference other than as specified on the Order itself.

4.4. Customer may request change of any Assignment at any time. At such change request, the affected Assignment work will be halted, the change request analyzed jointly by the Parties and an updated Assignment Specification agreed upon in writing, prior to any further work on the affected Assignment will continue/commence. Any such change may delay the delivery of such Assignment as a new delivery time window for Supplier may not be immediately available. Furthermore, Supplier is entitled to charge hourly fees according to such Assignment for any time spent on analyzing the requested changes. Also, if Supplier's work performed on the affected Assignment has exceeded 20% of the total estimated work hours in such Assignment Specification, Supplier is entitled to issue an invoice for work done to date, irrespective of delivery fulfillment, at the date of receipt of such change request.

5. LICENSE AND USE RIGHTS

5.1. The Supplier hereby grants the Customer a non-exclusive, non-transferable, worldwide License to use the Application, according to License Specification set forth in Application Order, solely for the Customer's own internal business purposes, subject to the terms and conditions set out in this Agreement. All rights not expressly granted to the Customer are reserved by the Supplier and its licensors.

- 5.2. The Customer shall not:
- i. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application in any way; or
 - ii. create Internet "links" to the Application or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or
 - iii. use the Application to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; or
 - iv. use the Application to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights; or
 - v. use the Application to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or
 - vi. interfere with or disrupt the integrity or performance of the Application or the data contained therein; or
 - vii. attempt to gain unauthorized access to the Application or its related systems or networks; or
 - viii. modify or prepare derivative works of the Application for any purpose except as permitted by Supplier; or
 - ix. reverse engineer, disassemble or de-compile any object code or access the Application or apply any procedure to the Application to attempt to derive the source code or source listings for the Application or any trade secret information or process information contained in the Application in order to (a) build a competing product or service, (b) build a product using similar ideas, features, functions or graphics of the Application, or (c) copy any ideas, features, functions or graphics of the Application; or
 - x. remove or destroy any proprietary notices of Supplier from the Application and must fully and faithfully reproduce all copyright, trademark or other proprietary markings of Supplier on all copies of the Application; or
 - xi. incorporate the Application in whole or in part with other computer software.
- 5.3. User Accounts cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Application.

6. APPLICATION

- 6.1. The Supplier will provide access to the Application via a designated ULR set forth in the Application Order.
- 6.2. The Application provided under this Agreement does not restrict usage in terms of number of log-ins, or data transfer, per time unit.
- 6.3. The quota of Customer generated articles provided is 100 000 articles in total per Customer, disregarding number of Users. Supplier will use reasonable efforts to notify Customer when the average storage used per license reaches approximately 90% of the default limit. If needed, the quota of articles can be extended at an additional storage charge.
- 6.4. The disk storage space provided for Customer generated content is up to a maximum of 50 GB, disregarding number of Users. If the amount of disk storage required exceeds these limits, Customer will be charged the then-current storage fees, unless this is defined otherwise in the Application Order. Supplier will use reasonable efforts to notify Customer when the average storage used per license reaches approximately 90% of the default limit; however, any failure by Supplier to so notify Customer shall not affect Customer responsibility for such additional storage charges.
- 6.5. By default, Customer Data will be stored without any time limits, with the exception of news Feeds. News Feeds (e.g. RSS, JSON, web feeds) have a default time limit of 90 days. If no User action (e.g. read, commented, flagged, added to lists or reports) has been taken on news Feeds within 90 days of retrieval, they will be automatically removed.

7. AVAILABILITY

- 7.1. The Application shall be available twenty-four (24) hours per day, 365 days per year, excluding Maintenance Downtime.

8. INFORMATION SECURITY

- 8.1. Uploaded Customer Data will be stored as long as the License is in force unless otherwise agreed or deleted by Users, either manually or by configuration.
- 8.2. The Customer is responsible for all activity occurring under its User Accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the Customer's use of the Application, including those related to data privacy, international communications and the transmission of technical or personal data.
- 8.3. The Customer shall ensure that details of User Accounts and equivalent obtained by the Customer are stored and used in a secure manner and cannot be accessed and thereby used by third parties.
- 8.4. The Customer shall ensure not to allow access to a User Account to any person which impersonate another user or provide false identity information to gain access to or use the Application.
- 8.5. The Customer shall, where it is suspected that any unauthorized person has become aware of a User Account, immediately inform Supplier thereof and take action to change such User Account.
- 8.6. The Customer shall report to Supplier immediately, and use reasonable efforts to stop immediately, any copying or distribution of any component of Application that is known or suspected by the Customer or the Customer's Users.
- 8.7. The Customer shall notify Supplier immediately of any unauthorized use of any password or account or any other known or suspected breach of security.
- 8.8. Supplier will immediately inform the Customer if detecting signs of any unauthorized activity under any User Account(s).
- 8.9. The Customer shall be liable for any unauthorized use of the Application. Supplier shall have no liability for any loss or damage arising from the Customer's failure to comply with these requirements.
- 8.10. The Customer shall be liable for losses or damage directly or indirectly incurred by Supplier where the Customer intentionally or negligently reveals a User Account to a third party or where a User Account otherwise become known to an unauthorized party, unless the Customer notifies Supplier immediately upon suspicion that such has occurred.

9. THIRD PARTY INTERACTIONS

- 9.1. During use of the Application, Customer may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Application. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between Customer and the applicable third-party. Supplier and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Customer and any such third-party. Supplier does not endorse any sites on the Internet that are linked through the Application. Supplier provides these links to Customer only as a matter of convenience, and in no event shall Supplier or its licensors be responsible for any content, products, or other materials on or available from such sites. Supplier provides the Application to Customer pursuant to the terms and conditions of this Agreement. Customer recognize, however, that certain third-party providers of ancillary software, hardware or services may require Customer

agreement to additional or different license or other terms prior to Customer use of or access to such software, hardware or services.

10. UPGRADES

- 10.1. Supplier reserves the right to implement Upgrades including but not limited to, changes that effect modifications to the design, operational method, technical specifications, systems, and other functions, etc. of the Application, at any time without prior notice.
- 10.2. Such Upgrades take place during Maintenance Windows.

11. SUPPORT UNDERTAKINGS OF THE SUPPLIER

- 11.1. Supplier shall provide Support Services according to the specifications in this Agreement and for matters related only to the Application.
- 11.2. Supplier provides Support Services via e-mail only.
- 11.3. Support Services are:
 - i. Application fault detection and diagnosis
 - ii. Correction of errors which affect the performance or functionality of the Application.
 - iii. General technical communication and access to information relating to the Application.
- 11.4. The Support Services do not cover the following:
 - i. faults occurring because the Customer or any third party has modified, altered or interfered with the Application without Supplier's prior written approval;
 - ii. faults occurring because the Customer has used the Application in a manner other than that specified in the License or through negligence on the part of the Customer, its employees, consultants or any third party, or through other circumstances beyond the Supplier's control.
 - iii. Customer training
- 11.5. For the avoidance of doubt, if a fault proves to be due to any or one of the reasons set forth in 11.4 i&ii, the Supplier will charge it's from time to time applicable hourly rate for any work undertaken to assist in such fault diagnosis and detection.
- 11.6. Supplier operates performance monitoring software on the Licensed Application to enable efficient Maintenance.

12. SUPPORT UNDERTAKINGS OF THE CUSTOMER

- 12.1. Customer is responsible for all support that is not directly related to the Application. This includes internal network and device issues (including, but not limited to browser support, e-mail, operating systems and hardware) internet access etc.

13. MAINTENANCE DOWNTIME

- 13.1. Maintenance Downtime is up to 8 hours of planned and scheduled maintenance performed per calendar month. Maintenance Downtime shall take place during Maintenance Windows, no more than two per calendar month, communicated to the Customer at least 5 working days prior to such Maintenance Window.

14. PERSONNEL

- 14.1. Any employees assigned by Supplier to the performance of a Service for Customer (“Assigned Employees”) are solely the employees of Supplier and are not the employees of Customer. Supplier is solely responsible and liable for the actions of any Assigned Employees performing work pursuant to this Agreement. Supplier’s responsibilities shall include, but not be limited to, the supervision, daily direction and control, payment of salary (including the withholding of income taxes and social security), insurance, medical or other plans, pension, worker’s compensation, bonuses, vacation, holiday, sick pay or similar paid time off accruals, and severance and redundancy pay, disability and the like of or for those Assigned Employees. Neither Supplier nor its employees are entitled to participate in or receive benefits from any employee benefit plan sponsored by Customer or any of its Affiliates.
- 14.2. Customer may, at any time, request that any Assigned Employee with whom Customer is not satisfied be immediately removed from a particular Assignment delivery. Customer shall in any such event detail in writing the reasons for such a request and ensure that such notice is duly received by Supplier CEO. Supplier CEO will act immediately upon such request and, while analyzing the request, temporarily remove the Assigned Employee from the affected delivery. Customer recognizes that such request may delay any agreed time plan as replacement personnel may not be immediately available. Furthermore, if the analysis of the request shows that the removed Assigned Employee has not breached any provisions of this Agreement, nor underperformed in the specified delivery, Customer will be liable for any additional costs incurred by the Supplier or any delay such request may have caused in the delivery of the affected Assignment Specification.
- 14.3. Supplier and all Supplier Personnel are bound to adhere to all Supplier Policies.

15. SUBCONTRACTORS

- 15.1. Supplier may use subcontractors to perform Services without written permission from Customer. Supplier is responsible for Services performed by Subcontractors and for compliance by Subcontractors with all requirements of this Agreement to the same extent as when Services are performed by Suppliers own employees. In particular, Supplier require Subcontractors that process Confidential Information and/or Personal Data to agree, in writing, to the same restrictions and conditions on the use and/or disclosure of Confidential Information or Personal Data that apply to Supplier; including but not limited, to the extent that Supplier provides Confidential Information or Personal Data to Subcontractor, to implement reasonable and appropriate safeguards to protect Confidential Information or Personal Data consistent with Supplier Policy on IT and Security.
- 15.2. Subcontractor and all Subcontractor Personnel are bound by agreement to adhere to all Supplier Policies.

16. GENERAL UNDERTAKINGS OF THE CUSTOMER

- 16.1. In order for the Supplier properly to perform its duties according to this Agreement, the Customer shall, when relevant to Services provided:
- i. ensure the Supplier access to the facilities, equipment and computer software at the Customer which are necessary for the performance of the undertakings of the Supplier;
 - ii. continuously give the information that is necessary for the performance of the undertakings of the Supplier in accordance with this Agreement;
 - iii. give correct and requisite information regarding the conditions and the prerequisites at the Customer;
 - iv. be responsible for any defect or deficiency in the equipment of the Customer or the computer software of the Customer; and

- v. carry out its undertakings using co-workers that are qualified and competent for the purpose.

17. CONFIDENTIAL INFORMATION

- 17.1. “Confidential Information” means any information of a Party (“Disclosing Party”) that is disclosed in any manner and in any media to the other Party (“Receiving Party”) in connection with or as a result of discussions related to or the performance of this Agreement, and which at the time of disclosure either (a) is marked as being “Confidential”, or (b) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party. Specifically, Confidential Information includes (i) the terms and conditions of this Agreement; (ii) all types of proprietary technical or business information, including but not limited to data, know-how, formulas, algorithms, processes, designs, drawings, schematics, business plans, strategies, operations, financial, specifications, requirements, standards and documentation, reports, pricing, market, marketing or demographic information, software, trade secrets, research, analyses, inventions, ideas and other types of nonpublic information. With respect to Supplier, Confidential Information shall also include the Program. With respect to Customer, Confidential Information shall also include any and all Personal Data of employees of Customer or its Affiliates. Confidential Information of the Disclosing Party may also include information belonging to a third party that the Disclosing Party discloses to the Receiving Party that would come within the definition of Confidential Information other than for the fact that it belongs to a third party.
- 17.2. The term Confidential Information does not include any information or documentation that was: (a) already in the possession of the Receiving Party without an obligation of confidentiality; (b) obtained by the Receiving Party from a source other than the disclosing entity without an obligation of confidentiality; (c) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the Receiving Party); or (d) independently developed by the Receiving Party without use of, or access to, the Disclosing Party’s Confidential Information.
- 17.3. Each Party shall hold Confidential Information in confidence using the same degree of care as it normally exercises to protect its own confidential or proprietary information, but in no event shall it use less than reasonable care.
- 17.4. Each Party may use Confidential Information solely for the purpose of exercising its rights or performing its obligations under this Agreement and may not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than as stated herein.
- 17.5. Receiving Party may disclose Confidential Information to its employees, subcontractors and agents who have a need to know and who are subject to a confidentiality agreement that contains terms and conditions at least as restrictive as those set forth in this Agreement and would govern such employees, subcontractors, or agents use or possession of the Confidential Information.
- 17.6. Each party shall advise the other party immediately in the event either party learns, or has reason to believe, that any person who has had access to Confidential Information has violated, or intends to violate, the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- 17.7. The Receiving Party shall not be restricted from disclosing Confidential Information as required pursuant to law, regulation or judicial or governmental order, provided that any such disclosure shall be limited to the extent of the legal requirement and the recipient party shall promptly (if permitted by law) notify the Disclosing Party and cooperate with the Disclosing Party, at the Disclosing Party’s expense, so that the Disclosing Party may intervene and object to such disclosure or seek a protective order or other appropriate protection for its Confidential Information.

- 17.8. Upon the written request of the Disclosing Party, the Receiving Party will, at the Receiving Party's option, either return all copies of the Disclosing Party's Confidential Information to the Disclosing Party or certify in writing that all copies of such information have been destroyed. Notwithstanding such requirement, either party may retain one archival copy of the Confidential Information. Either party may return the other party's Confidential Information, or any part thereof, at any time.
- 17.9. Without limiting any other provision of this Agreement, the provisions of this Section 18 shall survive any termination or expiration of this Agreement.

18. CUSTOMER DATA

- 18.1. Supplier agrees that all Customer Data is and will remain the property of the Customer.
- 18.2. No Customer Data shall be copied, modified, destroyed or deleted by Supplier other than for potential operation or maintenance of Software during the term of this Agreement without prior written notice to and written approval by Customer or as otherwise stated herein.
- 18.3. Customer Data security will be managed according to Supplier Policy on Security, IT and Personal Data.

19. PERSONAL DATA

- 19.1. In Processing Personal Data, Supplier commits to adhere to Supplier Policy on Security, IT and Personal Data.

20. INTELLECTUAL PROPERTY

- 20.1. Supplier shall be the owner of all methodologies connected to the delivery of Services. The Customer obtains a non-exclusive right to utilize the result of the Services. Supplier shall provide Customer with originals or copies of Deliverables, pursuant to an Assignment Specification. Supplier hereby grants to Customer a royalty free, transferable, non-exclusive, worldwide, unlimited, and irrevocable license to make any use or disposition of, including, the right to reproduce, distribute, prepare derivative works of, publicly display, publicly perform, sublicense, assign, use, make, have made, sell, offer to sell and import, any such Assignment Deliverables.
- 20.2. The Customer, not Supplier, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Supplier shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to manage or store any Customer Data other than from an IT security perspective, and then only for negligent or wrongful acts or omissions of Supplier.
- 20.3. Customer shall retain title to and all ownership rights in Customer Data but grants Supplier the right to access and use Customer Data for the purpose of complying with its obligations under this Agreement.
- 20.4. Customer retains all right, title and interest in and all Intellectual Property Rights in any materials which Customer provides to Supplier in connection with the performance of this Agreement. Customer represents and warrants that Customer has the right to provide Supplier with such data for use in performing the Services without violating or infringing the rights of others.

21. WARRANTIES

- 21.1. Each of Supplier and Customer represent and warrant that:
- i. it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
 - ii. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
 - iii. this Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
 - iv. the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms;
 - v. it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
 - vi. there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
- 21.2. Supplier warrants that (i) Services will be performed in a professional manner by personnel who have the appropriate expertise, experience, capability and specialized knowledge necessary for Services, and (ii) Services will be performed in accordance with Specifications that have been documented in Assignment Specifications.
- 21.3. Supplier warrants that Services shall be performed in accordance with the time-schedule(s) stated in applicable Assignment Specifications or, if no such time-schedule(s) is stated, within a reasonable time.
- 21.4. Supplier warrants that Services performed by Supplier hereunder shall be its own work, and shall not infringe upon any copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret of any third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement.

22. FORCE MAJEURE

- 22.1. "Force Majeure" means an occurrence beyond the reasonable control and without the fault or negligence of the invoking party, which such party is unable to prevent or protect against by the exercise of reasonable diligence. A state of Force Majeure includes, but is not limited to; governmental actions, embargoes, import or export prohibitions, injunction, riot, civil commotion, acts of the public enemy, terrorist attack, war or national emergency or defense requirements, fire, explosion, flood, storm, earthquake, extreme climatic conditions, pests and diseases, epidemic, lock-outs, strikes or other labor disputes, power failure, or equipment failure.
- 22.2. A party will not be in default to the extent it is unable to perform because of Force Majeure. Upon occurrence of such a Force Majeure event, the affected Party shall notify the other party within ten (10) Business Days of the first day of such Force Majeure event, specifying the matters constituting Force Majeure, together with such evidence as it reasonably can give, make every effort to remedy the cause of non-performance and provide a good faith, estimate of the anticipated duration of such state of Force Majeure.
- 22.3. Any warranty period affected by a state of Force Majeure shall likewise be extended for a period equal to the duration of such event.

23. INDEMNIFICATION

- 23.1. Each Party (“Indemnifying Party”) shall indemnify, defend, and hold harmless the other party, its affiliates and their respective directors, officers, employees and agents (in the case of Customer and its affiliates and respective directors, officers, employees and agents, each a “Customer Indemnified Party” and in the case of Supplier and its affiliates and respective directors, officers, employees and agents, each a “Supplier Indemnified Party” and, where the term “Indemnified Party” is used without specifying Supplier or Customer, such term may mean either), from and against any claims, actions, losses, liabilities, damages, costs and/or expenses including, without limitation, reasonable attorneys’ fees and expenses (collectively, “Claims”), which the Indemnified Party may sustain or incur, directly or indirectly, in connection with or as a result of: (a) the Indemnifying Party’s fraud or misrepresentation, (b) any claim of any type against the Indemnified Party by any Personnel of the Indemnifying Party alleging an employment relationship with the Indemnified Party, (c) death, injury or damage to any person or property alleged to have been caused by any negligent or wrongful act or omission of the Indemnifying Party, or (d) any unauthorized use or disclosure of Confidential Information or Personal Data of the Indemnified Party by the Indemnifying Party or any failure in security measures affecting Confidential Information or Personal Data of the Indemnified Party on the part of the Indemnifying Party.
- 23.2. With regard to the indemnification provisions herein, a Party claiming indemnification shall notify the Indemnifying Party in writing of any claim for which it seeks indemnification as soon as practicable and the Indemnifying Party shall have the right to control the defense and settlement of all such claims and related lawsuits or proceedings. The Indemnified Party will cooperate with the Indemnifying Party as reasonably requested, at the expense of the Indemnifying Party, in such defense and settlement. The Indemnifying Party shall not settle any such claim, lawsuit or proceeding without the Indemnified Party’s prior approval, which will not be unreasonably withheld, delayed or conditioned, provided that no such consent will be required if the settlement includes a full release of the Indemnified Party. Each Party shall provide the other with reasonable cooperation required for the defense and settlement.

24. DISCLAIMER OF WARRANTIES

- 24.1. SUPPLIER MAKES NO WARRANTY EXPRESS OR IMPLIED THAT SERVICES CORRESPONDS TO THE CUSTOMERS REQUIREMENTS OTHER THAN AS SET OUT IN THIS AGREEMENT.
- 24.2. SUPPLIER WARRANTS THAT THE APPLICATION WILL, IF USED IN ACCORDANCE WITH THE APPLICABLE DOCUMENTATION AND INSTRUCTIONS, OPERATE SUBSTANTIALLY IN CONFORMITY WITH THE APPLICATION DESCRIPTION. EXCEPT FOR SUCH WARRANTY, SUPPLIER PROVIDES THE APPLICATION AND ALL SERVICES WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED. EXCEPT AS OTHERWISE PROVIDED HEREIN, SUPPLIER DOES NOT WARRANT THAT THE APPLICATION WILL OPERATE UNINTERRUPTED NOR THAT THE APPLICATION OR THE SERVICES WILL BE FREE FROM DEFECTS OR ERRORS, NOR THAT THE APPLICATION OR SERVICES WILL MEET CUSTOMER’S BUSINESS REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, CUSTOMER FURTHER ACKNOWLEDGES THAT (i) THE APPLICATION INCLUDES, OR MAY BE USED BY CUSTOMER TO ACCESS, DATA DERIVED FROM PUBLICLY AVAILABLE INFORMATION OR FROM THIRD PARTIES, AND SUPPLIER DOES NOT WARRANT OR ASSURE THE ACCURACY, CORRECTNESS OR COMPLETENESS OR ANY OTHER ASPECT OR FEATURE OF ANY SUCH DATA, and (ii) THE APPLICATION AND SERVICES MAY INCORPORATE, USE OR EMBODY OPEN SOURCE MATERIALS, FOR WHICH SUPPLIER SHALL HAVE NO OBLIGATION OR LIABILITY BY WAY OF WARRANTY, INDEMNIFICATION OR OTHERWISE.
- 24.3. CUSTOMER ACKNOWLEDGES THAT SUPPLIER HAS NO LIABILITY OR OBLIGATION FOR DAMAGES, DEFECTS, MALFUNCTIONS OR APPLICATION FAILURES CAUSED BY (i) UNAUTHORIZED MODIFICATION OF THE APPLICATION OR SERVICES BY CUSTOMER OR ANY THIRD PARTY, (ii) ABUSE, MISUSE, OR NEGLIGENT ACTS OF CUSTOMER OR ITS PERSONNEL, AGENTS OR REPRESENTATIVES, (iii) FAILURE OF CUSTOMER TO FOLLOW SUPPLIER’S DOCUMENTATION, INSTALLATION, OPERATION OR SUPPORT INSTRUCTIONS, (iv)

ANY NON-CONFORMING USE OR (v) USE OF THE APPLICATION, SERVICES OR DELIVERABLES BY ANY PERSON OTHER THAN AN AUTHORIZED USER OF CUSTOMER.

25. INTERNET DELAYS

25.1. SUPPLIER'S APPLICATION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SUPPLIER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

26. LIMITATION OF LIABILITY

26.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE OR KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

26.2. WITH RESPECT TO EACH ORDER, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY WILL BE LIMITED TO DIRECT DAMAGES AND THE AGGREGATE DAMAGES SHALL NOT EXCEED THE FEES PAID OR PAYABLE TO SUPPLIER AS SET FORTH IN SUCH ORDER.

26.3. SUPPLIER SHALL HAVE NO RESPONSIBILITY TO INDEMNIFY CUSTOMER FROM INFRINGEMENT CLAIMS TO THE EXTENT ARISING FROM (1) MODIFICATION OF DELIVERABLE OR SERVICE BY CUSTOMER OR CUSTOMER'S AGENT, UNLESS SUCH MODIFICATION IS APPROVED BY SUPPLIER; AND (2) USE THE DELIVERABLE OR SERVICE IN A COMBINATION NOT REASONABLY FORESEEABLE BY SUPPLIER.

26.4. THE LIMITATION OF LIABILITY PROVIDED IN THIS ARTICLE SHALL NOT APPLY TO DAMAGES WITH RESPECT TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH); PROPERTY DAMAGE; INDEMNIFICATION OBLIGATIONS; CONFIDENTIALITY; ANY CLAIMS RESULTING FROM GROSS NEGLIGENCE OR WILFUL MISCONDUCT OR FRAUD OF A PARTY; OR ANY OTHER FORMS OF LIABILITY WHICH BY LAW CANNOT BE LIMITED OR EXCLUDED.

26.5. The terms and conditions set forth in this article "Limitation of Liability" shall survive expiration or termination of this Agreement and any Order.

27. INSURANCE

27.1. Supplier will, during the term of this Agreement and performance hereunder, maintain an insurance coverage as a minimum applicable to potential liabilities according to this Agreement.

28. TERMINATION

28.1. Either party may terminate this Agreement immediately and/or cancel outstanding orders in the event either party (i) applies for or consents to the appointment of, or the taking of possession by a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) makes a general assignment for the benefit of its creditors, (iii) commences a voluntary proceeding under the Federal Bankruptcy Code or under any other law relating to relief from creditors generally, or (iv) fails to contest in a timely or appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary proceeding under the Bankruptcy Code or under any other law relating to relief from creditors generally, or any application for the appointment of a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, or its liquidation, reorganization, dissolution, or winding up.

- 28.2. If either Party breaches this Agreement and fails to cure such breach within thirty (30) days of receiving notice of the breach from the non-breaching Party, then the non-breaching Party may, at its option, terminate this Agreement.
- 28.3. Either party may reduce the number of licenses, with a 90 days' notice, effective only upon the last day of the at each time current License Period. If such notice of termination, or reduction in number of licenses, is not received by Supplier at a minimum 90 days prior to end of the License Period, the Application will be renewed and charged for a new License Period equal to the then current License Period, starting the first day following the current License Period expiration date and for the total number of Users requested at that date.
- 28.4. Except in cases of Force Majeure, the License Period cannot be terminated or suspended other than as provided for in Section 28.1 or 28.2.
- 28.5. Any breach of Customer payment obligations or unauthorized use of the Application will be deemed a material breach of this Agreement. Supplier, in its sole discretion, may terminate Customer password, account or use of the Application if Customer breach or otherwise fail to comply with this Agreement. In addition, Supplier may terminate a trial account at any time in its sole discretion. Customer agree and acknowledge that Supplier has no obligation to retain the Customer Data, and may delete such Customer Data, if Customer have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.
- 28.6. Supplier will Process data on behalf of the Customer until the termination of the Application in accordance with these terms. Upon termination, Supplier may store the Customer Data for a maximum period of six months, should the Customer wish to reopen the use of the Application, unless otherwise instructed by the Customer. Supplier, unless otherwise required by law, deletes all Personal Data after the end of the provision of the Application.
- 28.7. Customer may terminate an Assignment at any time and for any reason by written notice to Supplier. In case of such termination, Customer will pay Supplier for Services performed, and approved expenses incurred, under such Assignment until the time of the termination. Should Customer ask Supplier to resume Services under such terminated Assignment, it is understood that additional costs may have to be added and the Supplier makes no warranty that such resuming of the services can be promptly upon Customer ordering.
- 28.8. Upon the expiration or termination of this Agreement, Customer shall pay to Supplier all amounts due and payable hereunder for Licenses and Services properly performed and for expenses preapproved in accordance with this Agreement.
- 28.9. Upon termination of the Agreement for any reason, Supplier agrees, at its option to return or destroy all Confidential Information and Personal Data it has received from Customer or has created or received on behalf of Customer. Supplier shall certify to Customer in writing that it has returned or destroyed all Confidential Information and Personal Data in accordance with industry standards for secure disposal and any applicable law.
- 28.10. In case this Agreement is terminated prematurely, irrespective of the reason thereto, the Supplier shall not be obliged to repay fees relating to a period of time before the termination of this Agreement.

29. FEES AND PAYMENT

- 29.1. Application fees are set forth in each Application Order.
- 29.2. Application fees are invoiced and payable in advance, for the duration of each License Period.

- 29.3. Application invoices shall always be issued so that due date predates the first date of the respective License Period.
- 29.4. Supplier may, on not less than 60 days' prior written notice, increase prices for any renewal or extension period of any Services. Supplier shall have the right to increase prices by up to the lesser of change in the Consumer Price Index (CPI) for the prior twelve-month period or five percent (5%) annually for each subsequent Renewal Term. The Harmonised Index of Consumer Prices (HICP) will be used to measure CPI, except in North America where the US CPI by the U.S. Bureau of Labor Statistics will be used. In the event that Customer does not agree to such increase, Customer's sole right and remedy will be to notify Licensor that it will not renew such License or Order.
- 29.5. The Customer shall pay fees for Services according to the terms set forth in this Agreement.
- 29.6. The hourly fee for Services is set forth in each Assignment Specification.
- 29.7. Fixed retainer fees are set forth in each Assignment Specification.
- 29.8. Currency for all fees and payments is set forth in each Assignment Specification.
- 29.9. Fixed retainer fees are to be invoiced and payable monthly in advance unless otherwise specified in applicable Assignment Specification.
- 29.10. Hourly fees and expenses are to be invoiced monthly in arrears unless otherwise specified in applicable Assignment Specification.
- 29.11. In addition, Customer shall reimburse Supplier for all out-of-pocket expenses related to an Order, provided that such expenses are pre-approved in writing by Customer. In case the Customer has a travelling policy or alike, it is the responsibility of the Customer to ensure that any approved expenses are in compliance with such policy. Supplier alone makes no warranty that such policy will be adhered to. Supplier shall submit an itemized invoice of expenses to be reimbursed.
- 29.12. Alternatively, Customer and Supplier may agree on a fixed out-of-pocket expenses reimbursement for each Assignment Specification. Any such arrangement shall be clearly set forth in such Assignment Specification. Else, reimbursement according to 29.11 apply.
- 29.13. All payments shall be made against invoice. The fees listed in and payable under this Agreement are exclusive of any value added tax, withholding tax or other levies.
- 29.14. Invoices are payable with a term of 30 days unless otherwise set forth in the applicable Order.
- 29.15. For payments Customer agree to provide Supplier with complete and accurate billing and contact information. This information includes Customer legal company name, street address, e-mail address, VAT number (if within the EU) and name and telephone number of an authorized billing contact. Customer agree to update this information within 30 days of any change to it. If the contact information Customer have provided is false or fraudulent, Supplier reserves the right to terminate Customer access to the Application in addition to any other legal remedies.
- 29.16. In case of a delay in delivery of a service due to changes in the Customers planning, this shall not affect the payment plan for other services ordered, even if the payment plan is made up as a total payment plan including the delayed service.
- 29.17. In case of the Customer's delay with respect to payment, the Supplier is entitled to apply a default interest of 2 % per month in arrears. Moreover the Supplier is entitled to apply such fees for reminder and demands permitted according to law.
- 29.18. The Customer may not set off any claims on the Supplier against any amount due under this Agreement.

29.19. If Customer disputes a charge on an invoice, it may withhold payment of that charge so long as Customer makes full payment of all undisputed charges. The parties will cooperate to resolve any disputed charge as soon as possible.

30. NON-PAYMENT AND SUSPENSION

30.1. In addition to any other rights granted to the Supplier herein, the Supplier reserves the right to suspend or terminate the Customer's access to the Application if the Customer's account becomes delinquent (falls into arrears) for more than 30 days after receipt by Customer of a summons to pay by Supplier. The Customer will continue to be charged for the Application during any period of suspension.

31. PUBLICITY

31.1. As the Application is a hosted, online application, Supplier occasionally may need to notify all users of the Application of important announcements regarding the operation of the Application.

31.2. As a paying customer of the Application, Customer agree that Supplier can disclose the fact that Customer are a paying customer of the Application.

32. TAXES

32.1. Supplier shall be responsible for and pay (or cause to be paid) when due all Taxes for which Supplier or its subcontractors are liable by reason of the provision of Deliverables ordered.

32.2. Supplier shall be entitled to invoice Customer for all Taxes applicable to Deliverables that it is entitled or required by applicable law to collect from Customer.

32.3. Customer shall pay all Taxes imposed upon Customer by Law by reason of the acquisition of Deliverables.

32.4. Customer may withhold Taxes from payments to Supplier as required by Law. Upon payment of the amount withheld to the appropriate government entity or agency such amount withheld shall be deemed payment to Supplier and Customer shall have no further obligation to pay such amount to the Supplier. However, Customer shall, in original signed and by appropriate authority stamped document, within 30 days of such withholding, provide, by courier mail, a withholding tax receipt or other formal evidence of withholding to Supplier. If such evidence is not produced to Supplier in the said time frame, the withheld amount shall immediately be paid in full to Supplier and any financial consequences, such as additional tax costs imposed upon Customer, shall be borne solely by the Customer.

33. GOVERNING LAW AND DISPUTE RESOLUTION

33.1. This Agreement will be governed and construed in accordance with the laws of Sweden, except for its conflict of law provisions.

33.2. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the Stockholm Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

33.3. The arbitration shall take place in Stockholm.

- 33.4. In the event of any disagreement regarding performance under, claimed liability as a result of, or interpretation of, this Agreement and prior to the commencement of any further and formal proceedings, the Parties shall continue performance as set forth in this Agreement and shall attempt in good faith to reach a negotiated resolution by designating a representative of appropriate authority to resolve the dispute.
- 33.5. If through such negotiation a settlement is not achieved within ten (10) business days, a meeting between senior management representatives shall be called for.
- 33.6. If, despite attempts for good faith negotiations and senior management dialog, as outlined above, no resolution can be found, the parties agree to submit all such disputes arising under this Agreement to arbitration as set forth in sections 34.1-34.3 above. The arbitration shall be conducted in the English language.

34. MISCELLANEOUS

- 34.1. Amendments. The terms and conditions of this Agreement, including the provisions of the attachments hereto, may be amended by mutually agreed written agreement amendments only. Each amendment shall be in writing and shall identify the provisions to be changed and the changes to be made. Any acknowledgment form or other like document of either party containing terms and conditions of sale, purchase or delivery shall not have the effect of modifying the terms and conditions of this Agreement unless explicitly stated.
- 34.2. Assignment. Either Party may assign this Agreement in its entirety to an Affiliate upon written notice to, but without the consent of the other Party. Upon such assignment, and an assumption of liability hereunder by assigning party's assignee, such party shall be discharged of any further liability pursuant to this Agreement. Customer or any Customer Affiliate may assign this Agreement or any license granted hereunder pursuant to a divestiture, merger or reorganization, or due to the sale of substantially all of its stock or assets.
- 34.3. Cumulative Remedies. Except as specifically identified as a party's sole remedy, any rights of cancellation, termination, liquidated damages or other remedies set forth in this Agreement, are cumulative and are not exclusive of any other remedies to which the injured party may be entitled. Neither party shall retain the benefit of inconsistent remedies.
- 34.4. Headings. Headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement or be used to define, limit, or enlarge the scope of this Agreement or any of the obligations herein.
- 34.5. Language. This Agreement may be translated into other languages, but the English language version prevails.
- 34.6. Non-Solicitation. Supplier and Customer agree that during the term of this Agreement and for one (1) year thereafter, neither Party shall, without prior written consent of the other, solicit, seek to employ or offer employment to any employee of the other Party who has worked to a material extent on matters relating to this Agreement. The foregoing shall not apply to employees who respond to general recruiting advertisements.
- 34.7. Notices. Any notices pursuant to this Agreement shall be in writing and shall be sent to a party on the address noted in the Order deed. Notice will be deemed to have been duly given upon receipt if sent by an express courier delivery service which provides signed acknowledgments of receipt, sent to either party by personal delivery, or upon receipt if sent by electronic mail and receipt is confirmed by non-automatic reply electronic mail. Either party may change its address by written notice to the other party. Any notice given under or in connection with this Agreement shall be in the English language

unless otherwise required by applicable law in which case a certified English translation shall be provided together with the notice.

- 34.8. Relationship of Parties. Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between the Parties. The Parties expressly disclaim such relationship, agree that they are acting solely as independent contractors hereunder and agree that the Parties have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities of the other Party, its agents, or employees. The Parties are not authorized to incur debts or obligations of any kind, on the part of or as agent for the other except as may specifically be authorized in writing.
- 34.9. Severability. If any provision of this Agreement is judged by any court, tribunal or administrative body of competent jurisdiction to be invalid or unenforceable, the defective provision shall first be revised, limited or amended, consistent with the general intent of the provision, such that it is valid and enforceable, and the remaining provisions shall be unaffected and shall remain enforceable.
- 34.10. Survival. Expiration or termination of this Agreement or any Assignment Specification for any reason shall not release either party from any liability or obligation set forth in this Agreement or any Assignment Specification which the parties have expressly agreed will survive any such expiration or termination. Furthermore, terms, provisions, representations and warranties contained in this Agreement that by their sense and context are intended to survive the completion of performance, expiration and termination of this Agreement shall survive the completion of performance, expiration and termination of this Agreement.
- 34.11. Waiver. Failure or delay by either Party in enforcing or partially enforcing a provision of this Agreement will not be construed as a waiver of its rights. A waiver by one Party of a breach or default by the other Party will not be deemed a waiver of a subsequent breach or default and will not affect the other terms of this Agreement. Any waiver of this Agreement or of any covenant, condition, or agreement to be performed by a party under this Agreement shall (i) only be valid if the waiver is in writing and signed by an authorized representative of the party against which such waiver is sought to be forced, and (ii) apply only to the specific covenant, condition or agreement to be performed, the specific instance or specific breach thereof and not to any other instance or breach thereof or subsequent instance or breach. Additionally, any provision in this Agreement held to be void, invalid or inoperative shall be modified to the extent necessary to remedy such invalidity but shall in no event affect the remaining provisions' full force and effectiveness.