

Last Updated: May 24, 2023

Terms of Service

Path Immigration, Inc., a Delaware company (together with its affiliates, the “**Provider**”) provides a platform offering workflow and documentation management tools for immigration services practitioners and their clients on a software as a service basis (“**Service**”, as further defined below). The Service is provided on a per-use and/or subscription basis (whether on a free basis or otherwise) as further described in this Agreement and on the Website under specific per-use and/or subscription plans offered by Provider from time to time. The Service are provided through the website <https://o1pathways.com> (the “**Website**”).

For purposes hereof, the following terms shall have the following meanings:

“**Agreement**” means: (i) these terms of service, and (ii) the Provider’s privacy policy located in the footer at <https://o1pathways.com>, in each case as amended from time to time.

“**Authorized User**” means a User or such User’s Clients.

“**Client**” means a client (other than a User) duly authorized to access and use the Client-facing features of the Website and the Service.

“**Client Data**” means any data collected through the Service from User’s Clients.

“**Order Form(s)**” means any separate order form(s), subscription agreement(s) or similar trial or other agreement(s), if any, entered into between you and the Provider from time to time.

“**Subscription Term**” has the meaning set forth in Section 5.1.

“**You**” or “**User**” means a duly accredited immigration services practitioner (whether a duly accredited lawyer or paralegal or their respective administrative or other support personnel in each case eligible to provide such immigration services pursuant to Section 91(2) of the *Immigration and Refugee Protection Act* (Canada), as amended) accessing and using the Service by and on behalf of its Clients via the Website.

“**User Data**” means User’s data (excluding Client Data) collected through the Service.

THESE TERMS CONTAIN IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES AND LIABILITIES THAT ARE APPLICABLE TO THE SERVICE. ACCORDINGLY, YOU SHOULD READ THESE TERMS CAREFULLY BEFORE USING THE SERVICE. EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, YOU AGREE TO THE TERMS HEREOF. IF YOU ARE AN AGENT OR EMPLOYEE OF AN ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY’S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS

OBLIGATIONS HEREUNDER. IF YOU DO NOT ACCEPT THESE TERMS, THEN DO NOT USE THE WEBSITE OR ANY OF ITS CONTENT OR THE SERVICE.

1. Provision of Service.

1. Provision Generally. Provider will provide Authorized Users with access to the Service during the term set forth in any Order Form or pursuant to any subscription or other package made available via the Website (and in each case subject to the termination rights set forth in this Agreement and/or any Order Form(s) entered into between Provider and User). In order to access and use the Service, Authorized User is responsible at its own expense for obtaining its own Internet access and any hardware and software required therefor. Authorized User's right to use the Service during the Subscription Term shall be subject to and in accordance with any additional conditions, restrictions or parameters specified in the Order Form(s), as applicable. At Provider's discretion from time to time, certain functionality contemplated by the Service may be limited to User's appointed administrators to access the Service pursuant to this Agreement.

2. Grant of Rights. Subject to the terms and conditions of this Agreement (including any applicable Order Form(s)), Provider hereby grants to Authorized User a limited, royalty-free, non-exclusive, non-sublicensable, non-transferable (except for permitted assignments as hereinafter described) right to access and use the Service in accordance with applicable documentation, solely for User's and/or Client's business or personal purposes during the Subscription Term. All rights not expressly granted to Authorized User are reserved by Provider and its licensors. There are no implied rights.

3. Eligibility Requirements. By entering into this Agreement, Authorized User represents and warrants that Authorized User meets the following minimum requirements ("**Eligibility Requirements**"): (a) Authorized User has the necessary rights and authority to enter into and perform the obligations required of Authorized User under this Agreement, and to perform any and all required services on behalf of Clients, including without limitation under applicable immigration legislation (including the *Immigration and Refugee Protection Act* (Canada), as amended); (b) the User Data and Client Data is and will remain within Authorized User's right to use, accurate, complete and current; (c) Authorized User's use of the Service and provision of immigration services using the Service will comply with all applicable laws and regulations, including without limitation any obligations relating to the collection, storage and processing of any Client Data and any obligations under applicable immigration legislation (including the *Immigration and Refugee Protection Act* (Canada), as amended); and (d) Authorized User will not infringe the rights of any third party (including without limitation any intellectual property rights or privacy rights) in its use of the Service.

4. Restrictions. Authorized User shall not (and shall not allow any third party to): (a) permit any third party to access or use the Service except as envisioned by the Service in its normal operation or specified herein; (b) alter, modify, debug, reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to any software (including source code) associated with the Service; (c) use any unauthorized robot, spider, scraper or other automated means to access the Service, or engage in any scraping, data-mining, harvesting, data aggregating or indexing of the Service except to have copy of User Data and Client Data; (d) frame or mirror any content forming part of the Service; or (e) access the Service in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Service. Authorized User shall keep all passwords provided to it safe and secure, and shall be

responsible for all use of the Service using passwords issued to Authorized User. Authorized User shall notify Provider immediately of any actual or suspected unauthorized use of its passwords for the Service. Without limiting any of its other rights or remedies, Provider reserves the right to suspend access to the Service if Provider reasonably believes that Authorized User has materially violated the restrictions and obligations in this Agreement after providing Authorized User written notice remained ineffective within 15 days.

5. Authorized User Cooperation. Authorized User shall: (a) reasonably cooperate with Provider in all matters relating to the Service; (b) respond promptly to any Provider request to provide information, approvals, authorizations or decisions that are reasonably necessary for Provider to provide the Service in accordance with this Agreement; and (c) provide such Authorized User materials or information as Provider may reasonably request to provide the Service and ensure that such materials or information are complete and accurate in all material respects.

2. Provider Technology.

In connection with providing the Service, Provider and its licensors shall operate and support the hosted environment used by Provider to provide the Service, including the Provider Technology (as defined below), the server hardware, disk storage, firewall protection, server operating systems, management programs, web server programs, documentation and all other technology or information so used by Provider. As used herein, “**Provider Technology**” means all of Provider’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Authorized User by Provider in providing the Service, including any and all updates, modifications, improvements and derivatives thereto and thereof.

3. Ownership.

Provider acknowledges and agrees that as between Authorized User and Provider, all right, title and interest in and to the User Data and Client Data are and shall remain owned by Authorized User or its licensors, and this Agreement in no way conveys any right, title or interest in the User Data or Client Data other than a limited right to use the User Data and Client Data in accordance with the terms and conditions herein. No right or license is granted hereunder to Authorized User under any trademarks, service marks, trade names or logos. Authorized User shall not remove any Provider trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service. Authorized User acknowledges and agrees that, as between Provider and Authorized User, all right, title and interest in and to the Service (including the data, information, text, images, designs, sound, music, marks, logos, compilations (meaning the collection, arrangement and assembly of information other than User Data and Client Data) and other content on or made available through the Service, other than User Data, the Client Data and the Authorized User’s copyrights elements including logo or graphic charter), the Provider Technology and all improvements and derivatives of the foregoing (including all intellectual property and proprietary rights embodied therein or associated therewith) are and shall remain owned by Provider or its licensors, and this Agreement in no way conveys any right, title or interest in the Service or the Provider Technology other than a limited right to use the Service in accordance with this Agreement.

4. Fees; Payments; Taxes.

1. Fees. User shall pay Provider the transaction fees or monthly fees, if any, set forth in the applicable Order Form(s) or otherwise pursuant to such pricing schedules or tiers published on the Website from time to time. If applicable, User shall make such payment in accordance with the instructions and schedule set forth on the Website or the applicable Order Form(s). Provider may offer the Service on a “free” basis, in which event no fees shall be payable for such periods of time, and to such Users, as it may determine from time to time, and in each case subject to increase in accordance with this Agreement and/or such Order Form(s).

2. Increases. Subject to the terms of any Order Form(s), transaction fees are subject to change.

3. Taxes. All amounts due hereunder are exclusive of all sales, use, excise, service, value added, or other taxes, duties and charges of any kind (whether foreign, federal, state, local or other) associated with this Agreement, the Service, or User’s access to the Service. User shall be solely responsible for all such taxes, duties and charges (except for taxes imposed on Provider’s income), which may be invoiced by Provider from time-to-time.

4. Late Payments. User shall pay interest on any late payments of prescribed fees with 15 days written prior notice, at the lesser of (a) 1.5% per month or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. User shall reimburse Provider for all costs and expenses, including attorneys’ fees, incurred in collecting any unpaid amounts owed by User hereunder.

5. Term & Termination.

1. Term, Termination and Automatic Renewal. The term for the Service (the “**Subscription Term**”) shall be set forth in any applicable Order Form(s) or, if not applicable, the term for the Service shall commence as of the date of the acceptance by User of this Agreement until terminated by Provider or User in accordance with this Agreement.

2. Termination for Breach. Either Party may terminate this Agreement by written notice thereof to the other Party, if the other Party materially breaches this Agreement and, where such breach is curable, has not cured such breach within 30 days’ receipt of written notice thereof.

3. Termination for Convenience. Where the Service is provided to User on a “free” basis, Provider reserves the right to terminate this Agreement at any time, with or without notice to User.

4. Effects of Subscription Termination; Survival. Upon any termination of this Agreement: (a) all rights granted to User hereunder shall terminate and Provider shall no longer provide access to the Service to User, (b) User shall cease using the Service, and (c) at the User’s request, in accordance with the data storage and management policies adopted by Provider from time to time, or in accordance with applicable law, Provider shall delete all User Data and/or Client Data. Any obligations that have accrued prior to termination shall survive termination of this Agreement. In addition, the following Sections, as well as any other provisions herein which by their nature should survive, shall survive termination of this Agreement: Sections 4-11.

6. User Data and Client Data.

1. Data Generally. All account and billing information, and all data and information which the User, or its Clients inputs into the Service (collectively, “**User Data**”) will not be used by Provider except as permitted herein or pursuant to the Privacy Policy (as defined below). Provider agrees to protect User Data and Client Data with no less than industry-standard information security tools and procedures. Authorized User hereby grants to Provider a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, and display the User Data and Client Data solely in connection with providing the Service to Authorized User. Provider may analyze User Data, and data of other Authorized Users, to create aggregated and anonymized statistics or data that do not identify Authorized User or any individual, household, user, browser, or device and Provider may during and after the Subscription Term use and disclose such statistics or data in its discretion, all in accordance with the Privacy Policy. Except as specified otherwise in this Agreement, Authorized User shall be solely responsible for providing, updating, uploading and maintaining all User Data. Provider shall operate the Service in a manner that provides reasonable information security for User Data and Client Data, using commercially reasonable data backup, security, and recovery protections.

2. Additional User Responsibilities. User is solely responsible for all User Data or Client Data that it or its Clients input or upload on the Provider’s platform. Provider does not guarantee the accuracy, integrity or quality of User Data or Client Data. Authorized User shall not input, upload or otherwise make available to Provider any User Data or Client Data that: (a) constitutes an infringement, misappropriation, or violation of all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information, or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights; (b) violates this Agreement, including, without limitation, the Privacy Policy or any applicable laws, rules, or regulations; (c) is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, sexually explicit, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual, promotes illegal activities or contributes to the creation of weapons, illegal materials, or is otherwise objectionable or illegal in any way; (d) contains software viruses or any other computer code, files or programs designed to interrupt, destroy, limit the functionality of any computer software or hardware or telecommunications equipment; (e) interferes with or disrupts the Service or servers or networks connected to the Service; (f) is harmful to minors in any way; (h) constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (g) causes Provider to violate any applicable law, rule or regulation, including those regarding the export of technical data. Provider reserves the right, but has no obligation, to review any User Data or Client Data, investigate any claim related to User Data or Client Data, or take appropriate action, in its sole discretion, against the person (User or Clients of the User) at the origin of the content that creates any liability for Provider. User is solely responsible for obtaining all required consents prescribed by applicable law and the

Privacy Policy relating to the collection, use, storage, and disclosure (including disclosure outside Canada) of Client Data in connection with User's access and use of the Service.

3. Client Data. All User Data and Client Data shall be used, stored and processed in accordance with the Provider's privacy policy as linked to from the footer of <https://o1pathways.com> (the "Privacy Policy").

7. Warranty Disclaimer.

1. Disclaimer. THE SERVICE ARE PROVIDED ON AN "AS -IS" BASIS, AND, PROVIDER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICE (IN EACH CASE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE), INCLUDING ANY WARRANTY (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT (SUBJECT TO THE PROVISIONS OF THE ARTICLE 9), (B) THAT THE SERVICE WILL MEET USER'S REQUIREMENTS, WILL ALWAYS BE AVAILABLE , ACCESSIBLE, UNINTERRUPTED), TIMELY, OR OPERATE WITHOUT ERROR, (C) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR (D) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE.

2. Additional Disclaimer. USER ACKNOWLEDGES THAT THE SERVICE IS HOSTED BY A THIRD PARTY HOSTING PROVIDER (THE "**HOSTING CONTRACTOR**") AND USES THIRD PARTY SERVER HARDWARE, DISK STORAGE, FIREWALL PROTECTION, SERVER OPERATING SYSTEMS, MANAGEMENT PROGRAMS, WEB SERVER PROGRAMS FOR DELIVERY OF THE SERVICE (THE "HOSTING CONTRACTOR SERVICE"). ADDITIONALLY, PROVIDER USES THIRD PARTIES TO HELP RECEIVE PAYMENTS ("**PAYMENT PROCESSOR**"). PROVIDER MAY CHANGE ITS HOSTING CONTRACTOR AND PAYMENT PROCESSOR AT ANY TIME. USER'S USE OF THE SERVICE IS SUBJECT TO ANY RESTRICTIONS IMPOSED BY THE HOSTING CONTRACTOR AND THE PAYMENT PROCESSOR, AS APPLICABLE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PROVIDER SHALL NOT BE LIABLE FOR ANY PROBLEMS, FAILURES, DEFECTS OR ERRORS WITH THE SERVICE TO THE EXTENT CAUSED BY THE HOSTING CONTRACTOR OR PAYMENT PROCESSOR. USER ACKNOWLEDGES THAT THE FEES PAYABLE FOR THE SERVICE REFLECT THE FACT THAT PROVIDER IS NOT RESPONSIBLE FOR THE ACTS AND OMISSIONS OF THE HOSTING CONTRACTOR OR PAYMENT PROCESSOR, AND THAT PROVIDER COULD NOT AFFORD TO PROVIDE THE SERVICE AT THE PRICES OFFERED IF IT WERE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THE HOSTING CONTRACTOR OR PAYMENT PROCESSOR.

8. Limitations of Liability.

1. Disclaimer of Indirect Damages. EXCEPT FOR (A) USER'S OBLIGATION TO PAY ALL AMOUNTS DUE HEREUNDER; (B) ITS INDEMNIFICATION OBLIGATIONS; AND (C)

ITS BREACH OF ANY INTELLECTUAL PROPERTY OR CONFIDENTIALITY OBLIGATIONS OR RESTRICTIONS HEREIN (INCLUDING ANY LIMITATIONS OR RESTRICTIONS ON USE OF THE SERVICE), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOSS OF DATA, PROFITS OR REVENUE) ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

2. Damages Cap. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, PROVIDER'S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY USER TO PROVIDER DURING THE THEN-CURRENT SUBSCRIPTION TERM WHATEVER THE MOMENT OF THE THEN-CURRENT PERIOD (EXCLUDING NON-INFRINGEMENT AND CLAIM RELATED TO DATA PROTECTION).

3. Basis of the Bargain. THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 ARE A FUNDAMENTAL BASIS OF THE BARGAIN, THAT PROVIDER HAS SET ITS FEES IN RELIANCE ON THE ENFORCEABILITY OF THESE PROVISIONS, AND THAT THEY SHALL APPLY NOTWITHSTANDING THAT ANY REMEDY SHALL FAIL ITS ESSENTIAL PURPOSE.

9. Indemnification.

1. Provider Indemnification. Provider shall defend, indemnify and hold harmless User and its directors, officers, and employees ("**User Indemnified Parties**") from and against any third-party claims, actions, proceedings, demands, lawsuits, damages, liabilities and expenses (including reasonable attorneys' fees and court costs)(collectively, "**Claims**") to the extent the Service infringes, misappropriates or otherwise violates (collectively, "**Infringes**") any third party intellectual property or proprietary right.

2. User Indemnification. User shall defend, indemnify and hold harmless Provider and its directors, officers, employees, agents and providers ("**Provider Indemnified Parties**") from and against any Claims based on the User Data effectively uploaded by the User, excluding any such Claim to the extent resulting from Provider's use of the User Data in violation of this Agreement.

3. Indemnification Process. As conditions of the indemnification obligations in Sections 9.1-9.2 above: (a) the applicable User Indemnified Party or Provider Indemnified Party (the "Indemnatee") will provide the indemnifying Party (the "**Indemnitor**") with prompt written notice of any Claim for which indemnification is sought (provided that failure to so notify will not remove the Indemnitor's indemnification obligations except to the extent it is prejudiced thereby), (b) the Indemnatee will permit the Indemnitor to control the defense and settlement of such Claim, and (c) the Indemnatee will reasonably cooperate with the Indemnitor in connection with the Indemnitor's evaluation, defense and settlement of such Claim. In defending any Claim, the Indemnitor shall use counsel reasonably satisfactory to the other Party. The Indemnitor shall

not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of the other Party (not unreasonably withheld).

4. Exclusions. Provider's obligations in Section 9.1 above shall not apply to any Claim to the extent arising from or relating to (a) misuse of the Service not strictly in accordance with the documentation therefor, Provider's instructions, and this Agreement; (b) any modification, alteration or conversion of the Service not created or approved in writing by Provider; (c) any combination of the Service with any computer, hardware, software or service not provided by Provider; (d) Provider's compliance with specifications or other requirements of User; or (e) any third party data or User Data. If the Service is or may be subject to a Claim of Infringement described in Section 9.1 above, Provider may, at its cost and sole discretion: (i) obtain the right for User to continue using the Service as contemplated herein; (ii) replace or modify the Service so that it becomes non-Infringing without substantially compromising its principal functions; or (iii) to the extent the foregoing are not commercially reasonable, terminate this Agreement and return to User any pre-paid fees for the Service associated with the then-current Subscription Term. Provider's obligations in this Section 9 shall be Provider's sole obligations, and User's sole remedies, in the event of any Infringement of intellectual property or proprietary rights by or related to the Service.

10. Confidentiality.

1. Definitions. "**Confidential Information**" means information that is disclosed by either Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") hereunder during the Subscription Term that is clearly labeled or identified as confidential or proprietary when disclosed, or that, under the circumstances, should reasonably be treated as confidential, including without limitation information (tangible or intangible) regarding a Party's technology, designs, techniques, research, know-how, specifications, product plans, pricing, user information, user data, current or future strategic information, current or future business plans, policies or practices, employee information, and other business and technical information. "Confidential Information" shall not include any information that (a) is or becomes generally known to the public through no fault of, or breach of this Agreement by, the Receiving Party; (b) is rightfully in the Receiving Party's possession at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure. In addition, (i) the terms and conditions of this Agreement shall be deemed to be Confidential Information of both Parties; (ii) the Service and Provider Technology shall be deemed Confidential Information of Provider, regardless of whether or not they are labeled or identified, or would reasonably be considered confidential; and (iii) User Data and Client Data shall be deemed Confidential Information of the User.

2. General Obligations. Each Party agrees that it will during the Subscription Term and thereafter a period of five (5) years (a) not disclose the other Party's Confidential Information to any third party (other than as permitted in the last sentence of this paragraph); (b) use the other Party's Confidential Information only to the extent reasonably necessary to perform its obligations or

exercise its rights under this Agreement; (c) disclose the other Party's Confidential Information only to those of its employees and independent contractors who reasonably need to know such information for purposes of this Agreement and who are bound by confidentiality obligations offering substantially similar protection to those in this Section 10; and (d) protect all Confidential Information of the other Party from unauthorized use, access, or disclosure in the same manner as it protects its own confidential information of a similar nature, and in no event with less than reasonable care. Notwithstanding the above, this paragraph shall not prohibit: (i) a Party from disclosing Confidential Information of the other Party to the extent required by applicable law, rule or regulation (including a court order or other government order); provided that such Party provides the other Party prior written notice of such disclosure, to the extent practicable, and reasonably cooperates with efforts of the other Party to seek confidential treatment thereof, to the extent such cooperation is requested by the other Party; (ii) a Party from disclosing the terms and conditions of this Agreement to its attorneys and financial advisors, or current or potential lenders, other sources of financing, investors or acquirers; provided that such third parties are bound by confidentiality obligations offering substantially similar protection to those in this Section 10 (provided further that such third parties are only permitted to use such information for the purpose of advising, lending or providing financing to, or investing in or acquiring, such Party, as applicable); or (iii) the Provider from disclosing Confidential Information in accordance with Provider's Privacy Policy then in effect.

3. Return or Destruction. Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party, or destroy or erase, the Disclosing Party's Confidential Information in tangible form, upon the termination of this Agreement; provided that (a) Receiving Party may retain a copy of Disclosing Party's Confidential Information solely for the purposes of tracking Receiving Party's rights and obligations hereunder with respect thereto, (b) Receiving Party may retain copies of Disclosing Party's Confidential Information solely to the extent required by law or by applicable professional standards which require such Party to retain copies of its working papers, and (c) Receiving Party may retain Disclosing Party's Confidential Information solely to the extent reasonably necessary for Receiving Party to exercise rights or perform obligations under this Agreement that survive such termination.

4. Feedback. Notwithstanding the above or anything to the contrary herein, to the extent that Authorized User at any time provides Provider with any feedback or suggestions regarding the Service, including potential improvements or changes thereto (collectively, "**Feedback**"), the Feedback shall not be considered Confidential Information of Authorized User, and Provider may use, disclose and exploit the Feedback in any manner it chooses without any obligation to Authorized User. All Feedback provided by Authorized User is provided "AS IS" and without warranty or representation of any kind.

11. Miscellaneous.

1. Assignment. This Agreement and any rights or obligations hereunder may not be assigned, sublicensed or otherwise transferred by either Party without the prior written consent of the other Party (not to be unreasonably withheld or delayed), except that either Party may assign or transfer this Agreement without the other Party's consent (i) to any of its affiliates, or (b) upon a change of control of a party, a sale of all or substantially all assets of that party, or by operation

of law, in each case, by providing the non-assigning party with prior written notice thereof provided that the assignee agrees in writing to be bound by all terms and conditions of this Agreement. User understands and agrees that, in the event its assignment of the Agreement results in a material change in Service usage, Provider may require a renegotiation of Service pricing.

2. Entire Agreement; Precedence; Amendment. This Agreement (including any applicable Order Form(s)) contains the complete understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, oral or written, with respect thereto. In the event of conflict between the terms of this Agreement and any Order Form(s), the applicable Order Form(s) will control and take precedence only with respect to pricing, payment and other such commercial matters that do not affect the Parties' fundamental responsibilities and risk allocations herein. Each Party hereby rejects the inclusion of any pre-printed terms and conditions on any purchase orders or other such contract documents. All amendments must be in signed writing.

3. Notices. Provider may give any notices issued in connection with this Agreement by email to Authorized User at the email address given by Authorized User when creating its account, and such notices shall be effective upon confirmation of transmission to Authorized User.

4. Force Majeure. Neither Party will be liable to the other Party for any failure or delay in performance by circumstances beyond its control, including, fire, labor difficulties, telecommunication failures, Internet unavailability, governmental actions or terrorism, provided that the Party seeking to rely on such circumstances gives written notice of such circumstances to the other Party and uses reasonable efforts to overcome such circumstances.

5. Choice of Law. Any question, claim or controversy arising out of or related to this Agreement (a "**Dispute**") will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflicts of laws provision thereof or of any other jurisdiction that would produce a contrary result.

6. Disputes. In the event of any Dispute, the designated representatives of User and Provider shall promptly confer and exert their good faith efforts to reach a reasonable and equitable resolution of such Dispute. If such representatives are unable to resolve such Dispute within five business days, the Dispute shall be referred promptly to the responsible senior management of each Party for resolution. Neither Party shall seek any other means of resolving any Dispute until both Parties' responsible senior management have had at least five business days to resolve the Dispute. If the Parties are unable to resolve the Dispute in accordance with the foregoing procedure, then either Party may, at any time, deliver notice to the other Party of its intent to submit the Dispute to the courts of the State of Delaware.

7. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise or employment relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

8. Waiver. No waiver by either Party of any of the provision of this Agreement is effective unless explicitly set forth in writing and signed by such Party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9. Severability. If any provision of this Agreement is held to be unenforceable or illegal by a court or tribunal of competent jurisdiction, such provision will be modified to the extent necessary to render it enforceable, or will be severed from this Agreement, and all other provisions of this Agreement will remain in full force and effect.

10. Interpretation. Headings are provided for convenience only and will not be used to interpret the substance of this Agreement. Unless the intent is expressly otherwise in specific instances, use of the words “include,” “includes,” or “including” in this Agreement shall not be limiting and “or” shall not be exclusive.