

LICENSE AGREEMENT –TERMS AND CONDITIONS

The Terms and Conditions set forth below are entered into between Narrative Science Inc. (“Narrative Science”) and Customer. By (1) clicking a box indicating acceptance, (2) executing an Order Form that references these terms and conditions, or (3) accessing or using the Services, including free services, Customer agrees to the terms of this Agreement. The earliest occurrence of any of the foregoing shall be the “Effective Date.”

1. Certain Definitions.

“**Affiliate**” means, as to a party, any other entity that directly or indirectly controls, is under common control with, or is controlled by, such party.

“**Agreement**” means these Terms and Conditions along with each mutually executed Order Form, as applicable.

“**Application**” means the proprietary software application owned by Narrative Science and identified in the applicable Order Form that creates automatically-generated natural language content (“**Stories**”) based upon Customer Data.

“**Confidential Information**” means any information of any type in any form that (i) is disclosed to or observed or obtained by one party from the other party (or from a person the recipient knows or reasonably should assume has an obligation of confidence to the other party) in the course of, or by virtue of, this Agreement and (ii) is designated as confidential or proprietary or is of a nature that the recipient knew or reasonably should have known, under the circumstances, would be regarded by the owner of the information as confidential or proprietary. Without limiting any other provisions of this Agreement, and whether or not otherwise meeting the criteria described herein, the Application, Customer Data, and content of this Agreement (other than the fact of its existence and the identities of the parties hereto), source code and documentation for software, trade secrets, pricing strategies and payment terms shall be deemed conclusively to be Confidential Information. For purposes of this Agreement, however, the term “Confidential Information” specifically shall not include information that (i) was in the recipient’s possession or knowledge at the time of disclosure and that was not acquired directly or indirectly from the other party, (ii) was disclosed to the recipient by a third party not having an obligation of confidence of the information to any person or body of which the recipient knew or which, under the circumstances, the recipient reasonably should have assumed to exist, or (iii) is or, other than by the act or omission of the recipient, becomes a part of the public domain not under seal by a court of competent jurisdiction.

“**Customer Data**” means all data entered into the Application (i) by Customer Users or (ii) by or on behalf of Customer pursuant to a conversion of data from another system or system interface with another system, in each case as such data is maintained in the Application. Customer acknowledges and agrees that Narrative Science is not responsible for the accuracy or completeness of the Customer Data and Narrative Science shall not be liable for any errors or omissions in such Customer Data.

“**Customer Property**” means all Customer Data, all Stories (consisting of the content but not the design or format in which they are presented or the processes, technology methods or algorithms by which the Application generates the Stories, each of which is and remains the property of Narrative Science).

“**Customer User**” means an employee, agent or independent contractor of Customer or of an Affiliate of Customer authorized by Customer to use the Application.

“**De-identified Data**” means Customer Data from which has been removed all information that reasonably could be used to identify Customer, any Customer User or other natural person, or any customer, supplier, or other third party in a contractual or business relationship with Customer.

“**Documentation**” means all documentation (whether printed or in an electronic format) made available to Customer by Narrative Science in support of the Application.

“**DPA**” means if applicable as a matter of law, the Data Protection Addendum to this Agreement located at <https://narrativescience.com/dpa>

“**Infringement Claim**” means a claim by a third-party other than an Affiliate or agent or independent contractor of Customer that use of the Licensed Materials in accordance with the terms of this Agreement infringes a United States patent practiced by such party or a United States copyright held by such party or misappropriates such party’s trade secrets pursuant to laws of the United States or a state in the United States.

“**Licensed Materials**” means the Application and the Documentation and includes the design and/or format in which Stories are presented and the processes, technology methods and algorithms by which the Application generates the Stories but not the content thereof.

“**Losses**” means all losses, liabilities, damages, awards, settlements, claims, suits, proceedings, costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, expert witness fees, settlement, judgment, interest, and penalties).

“**Order Form**” means the ordering document which the parties will execute setting forth the business terms of the relationship including, but not limited to, the scope and duration of Customer’s authorized use of the Application and the fees due in connection therewith.

“**Restricted Data**” means any data or information that contains any (i) health information, payment card information, Social Security Numbers, or other sensitive personal information or (ii) information of any type or nature as to which Customer does not have the right under applicable law and/or contractual or fiduciary relationships to provide to Narrative Science as contemplated in this Agreement.

“**Services**” means the services performed or to be performed by Narrative Science under this Agreement other than the Application and the provision thereof to Customer.

“**Stories**” has the meaning ascribed in the definition of “Application” set forth above.

“**Term**” has the meaning ascribed in Section 2.

2. Term; Termination. This Agreement shall commence upon the Effective Date and, unless terminated earlier as provided herein, shall remain in effect until all mutually executed Order Forms have expired or are terminated pursuant to terms of this Agreement (the “**Term**”). In the event that either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have ten (10) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured to the reasonable

satisfaction of the non-breaching party within such ten (10) day period the non-breaching party shall have the right to immediately terminate this Agreement.

3. License to Customer.

(a) License Grant. Subject to terms and conditions of this Agreement, Narrative Science grants to Customer a revocable, limited, non-exclusive, non-transferable (except as otherwise provided herein), non-sublicensable license during the Term as follows:

(i) for Customer Users to use the Application for Customer's business purposes subject to the limitations and restrictions (if any) and in exchange for the fees set forth in the applicable Order Form

(ii) for Customer Users to use the Documentation in connection with the use by such persons of the Application.

Customer shall not use the Application for purposes of benchmarking, collecting and publishing data or analysis relating to the performance of the Application, or developing a product that is competitive with the Application or any other Narrative Science product or service

4. Services.

(a) Services Provided. Subject to terms and conditions of this Agreement and provided Customer is not in material breach of its obligations hereunder, Narrative Science shall provide the following Services:

(i) Support. During the Term, Narrative Science shall provide to Customer Users consultation and assistance with operational and technical support issues arising from use of the Application during Narrative Science's then-current support hours pursuant to Narrative Science's then current support procedures.

(ii) Hosting. During the Term, the Application will be hosted by Amazon Web Services (AWS) or such other third-party hosting provider or data center as Narrative Science may determine. Access to the Application may be interrupted for reasonable periods due to scheduled or unscheduled maintenance, errors, or other events.

(b) Supported Use and Enhancements. Narrative Science's support obligations pursuant to this Agreement are conditioned upon use of the Application by Customer Users in accordance with the Documentation. Narrative Science may implement releases of the Application that contain changes, updates, patches, fixes, enhancements to functionality, and/or additional functionality. Narrative Science in its sole discretion will determine whether to include in the Application, as part of the maintenance Services hereunder, features or functionality not originally specified for the Application, and Narrative Science shall have no obligation to disclose or offer to Customer any such features or functionality.

5. Charges; Taxes; Suspension. Customer shall pay all amounts due to Narrative Science pursuant to this Agreement in accordance with the payment terms set forth in the applicable Order Form. Customer will pay all related taxes, levies, or assessments including sales, use and/or personal property taxes as applicable, but excluding taxes based on Narrative Science's net income. Narrative Science may suspend Customer's access to the applicable Application without notice if Customer is delinquent in payment of any amount due under this Agreement or otherwise breaches any provision of the Agreement. No such suspension shall relieve Customer of any obligation under this Agreement, including payment of fees accrued during such period of suspension.

6. Customer Responsibilities and Restrictions.

(a) Customer Connection to Application. Customer shall be responsible for obtaining any equipment and ancillary services needed to access the Application.

(b) Account Passwords and Data Security. Customer shall maintain and cause to be maintained the confidentiality of all user IDs and passwords of Customer Users, and except as otherwise required by applicable law Narrative Science shall have no obligation to monitor for or report any use or attempted use of the user IDs of Customer Users. Restrictions. Except as may be expressly authorized in this Agreement, Customer shall not do, nor shall it authorize any person to do, any of the following: (i) use the Licensed Materials for any purpose or in any manner not specifically authorized by this Agreement; (ii) make copies, distribute, republish, download, display, post, or transmit any portion of the Licensed Materials; (iii) create or recreate the source code for, or re-engineer, reverse engineer, decompile, or disassemble any Licensed Materials that is computer software; (iv) modify or create derivative works from or based upon any part of the Licensed Materials, or combine or merge any part of the Licensed Materials with or into any other software, document, or work; (v) refer to or otherwise use any part of the Licensed Materials as part of any effort to develop a product or service having any functional attributes, visual expressions, or other features or purposes similar to those of Licensed Materials; (vi) remove, erase, or tamper with any copyright, logo, or other proprietary or trademark notice printed or stamped on, affixed to, or encoded or recorded in the Licensed Materials, or use a proxy, reverse proxy, or any other such mechanism that is intended to, or has the effect of, obscuring any of the foregoing or confusing a Customer User as to Narrative Science's rights in the Application; (vii) sell, market, license, sublicense, distribute, rent, loan, or otherwise grant to any third party any right to possess or utilize any portion of the Licensed Materials; (viii) knowingly use the Application to process, store, receive, or distribute any Restricted Data or any information that violates any applicable law; or (ix) or assist any party in attempting to do any of the foregoing.

(c) Disclaimer. Narrative Science shall not be liable to Customer for any Loss arising out of or relating to Customer's failure to comply with its obligations set forth in this Section 6.

7. Ownership.

(a) Customer Property. As between Narrative Science and Customer, Customer has and retains exclusive ownership of all Customer Property and all intellectual property and proprietary rights therein.

(b) Licensed Materials. As between Narrative Science and Customer, Narrative Science has and retains exclusive ownership of the Licensed Materials and all intellectual property and proprietary rights therein.

(c) Suggestions, Joint Efforts, and Statistical Information. Customer may suggest, and the parties may discover or create jointly, findings, inventions, improvements, discoveries, or ideas that Narrative Science, at its sole option, may incorporate in the Licensed Materials or in other products or services that may or may not be made available to Customer. Customer acknowledges and agrees that Narrative Science has and retains exclusive and valid ownership of all statistical information regarding Customer Users' use of the Application (but expressly not including Customer Data). Customer hereby assigns to Narrative Science any and all right, title, and interest in and to any such findings, inventions, improvements, discoveries, ideas, and statistical information. Customer shall not obtain any right, title, or interest (other than the license expressly set forth herein) in or to anything created or developed by Narrative Science in connection with or incident to this Agreement.

8. Use of Customer Property. Customer grants to Narrative Science a non-exclusive, royalty-free license during the Term (i) to use Customer Property to perform its obligations under this Agreement, including creating information utilized in providing the Application and Stories by creating De-identified Data and/or by creating statistical analyses from Customer Data that has been aggregated with other data, and (ii) to use Customer Data for purposes of monitoring, correcting, and improving the Application, developing enhancements to the Application and new products, and other internal business purposes

9. Privacy; Confidentiality.

(a) DPA. If applicable between the parties, the DPA is incorporated herein and made a part of this Agreement.

(b) Security of Confidential Information. Each party possessing Confidential Information of the other party will maintain all such Confidential Information under secure conditions, using reasonable security measures and in any event not less than the same security procedures used by such party for the protection of its own Confidential Information of a similar kind.

(c) Non-Disclosure Obligation. Except as otherwise may be permitted by this Agreement, neither party shall disclose any Confidential Information of the other party to any third party without the express prior written consent of the other party; provided, however, that either party may disclose appropriate portions of Confidential Information of the other party to those of its employees, contractors, agents, and professional advisors having a substantial need to know the specific information in question in connection with such party's exercise of rights or performance of obligations under this Agreement provided that all such persons (i) have been instructed that such Confidential Information is subject to the obligation of confidence set forth by this Agreement and (ii) are bound either by contract, employment policies, or fiduciary or professional ethical obligation to maintain such information in confidence.

(d) Compelled Disclosure. If either party is ordered by a court, administrative agency, or other governmental body of competent jurisdiction to disclose Confidential Information, or if it is served with or otherwise becomes aware of a motion or similar request that such an order be issued, then such party will not be liable to the other party for disclosure of Confidential Information required by such order if such party notifies the other party thereof immediately, does not oppose a motion or similar request by the other party for an order protecting the confidentiality of the Confidential Information, and exercises reasonable efforts to obtain appropriate assurance that confidential treatment will be accorded the Confidential Information so disclosed.

(e) Non-Use Obligation. Except as expressly authorized in this Agreement, during the Term and forever thereafter (or for such shorter period as may be imposed by applicable law), neither party shall use any Confidential Information of the other party, except at the request of and for the benefit of such other party, without the express prior written consent of the other party.

(f) Proprietary Legends. Without the other party's prior written consent, neither party shall remove, obscure, or deface on or from any embodiment of any Confidential Information any proprietary legend relating to the other party's rights.

(g) Post-Termination Procedures. Except as otherwise expressly provided in this Agreement, promptly upon the expiration or any termination of this Agreement, each party shall turn over to the other party or destroy any embodiments of any Confidential Information of the other party.

10. Representations and Warranties; Disclaimers.

(a) Services. Narrative Science warrants that it will perform the Services in a workmanlike manner using duly qualified and experienced personnel. Customer's sole remedy and Narrative Science's sole liability and obligation for breach of the foregoing warranty shall be for Narrative Science, at its election, either to re-perform the Services or to refund any fees paid to Narrative Science with respect thereto.

(b) No Viruses. Narrative Science represents that to its knowledge the Licensed Materials do not contain any computer code designed to disrupt, disable, harm, or otherwise impede the operation thereof or of any associated software, firmware, hardware, computer system, or network (sometimes referred to as "viruses," "worms," "malware," or "ransomware") and warrants that it will take commercially reasonable steps to protect against the foregoing.

(c) Rights in Customer Property. Customer represents and warrants that it owns or has the legal right and authority, and will continue to own or maintain the legal right and authority, to grant to Narrative Science during the Term the license regarding use of Customer Property set forth in Section 8.

(d) No Restricted Data. Customer warrants that the Customer Data shall not contain any Restricted Data.

(e) REPRESENTATION AND WARRANTY DISCLAIMERS. THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS OF NARRATIVE SCIENCE SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND NARRATIVE SCIENCE DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE LICENSED MATERIALS OR THE SERVICES HEREUNDER ANY PART OF THE FOREGOING, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT NARRATIVE SCIENCE KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR OTHERWISE IS IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE. NARRATIVE SCIENCE EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN CUSTOMER.

(f) Other Disclaimers. Customer will be exclusively responsible as between the parties for, and Narrative Science makes no representation or warranty with respect to, determining whether the Licensed Materials will achieve the results desired by Customer, ensuring the accuracy of any Customer Data, and selecting, procuring, installing, operating, and maintaining the technical infrastructure for Customer's access to and use of the Licensed Materials. Customer acknowledges that the operation of the Licensed Materials will not be error free in all circumstances and that all defects in the Licensed Materials may not be corrected.

11. Indemnification.

(a) Narrative Science Indemnity. Narrative Science shall indemnify Customer and its directors, officers, employees, and agents against any final judgment entered in respect of an Infringement Claim against such indemnitee by a court of competent jurisdiction and against any settlements arising out of such a claim.

(b) Customer Indemnity. Customer shall indemnify, defend, and hold harmless Narrative Science, its Affiliates, and their respective directors, officers, employees, and agents from Losses resulting from a third party claim and arising from or related to (i) any breach of this Agreement by Customer or (ii) Customer's violation of any applicable law or regulation.

(c) Procedure. A party's obligations set forth in this Section 11 will be conditioned on the other party's notifying the indemnifying party promptly in writing of the claim or threat thereof (whether or not litigation or other proceeding has been filed or served) and giving the indemnifying party full and exclusive authority for, and information for and reasonable assistance with, the defense and, subject to the other party's approval (which shall not be withheld or delayed unreasonably), settlement of such claim and any subsequent appeal.

(d) Narrative Science's Mitigation. If an Infringement Claim has occurred or in Narrative Science's reasonable opinion is likely to occur, Customer agrees to permit Narrative Science, at Narrative Science's option and expense, to (i) procure for Customer the right to continue using the Licensed Materials, (ii) replace or modify the same so that they become non-infringing but provide Customer substantially similar or better capabilities, or (iii) if Narrative Science reasonably determines that both of the foregoing are technically impracticable or commercially infeasible, immediately terminate both parties' respective rights and obligations under this Agreement with respect to the infringing Licensed Materials and Narrative Science shall refund to Customer the applicable license fees paid by Customer for the then-current Term prorated for the portion of the term through the date of such termination.

(e) Exception. The foregoing notwithstanding, Narrative Science shall have no liability for Customer's use of the Licensed Materials after Narrative Science has informed Customer of modifications or changes in the Licensed Materials required to avoid such claims if such claim would have been avoided by implementation of Narrative Science's recommended modifications and Narrative Science has offered to pay Customer's out-of-pocket costs of implementing any such modifications.

(f) EXCLUSIVE REMEDY. THE FOREGOING STATES THE ENTIRE OBLIGATION OF NARRATIVE SCIENCE, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO THIRD-PARTY CLAIMS REGARDING INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS AND MISAPPROPRIATION OF TRADE SECRETS.

12. Limitation of Liability. Except for claims arising in connection with either party's indemnification obligations set forth above or Customer's payment obligation as to fees owed hereunder, neither Narrative Science nor Customer shall be liable to one another for any special, consequential (even if a party has been informed of the possibility of such damages), incidental, punitive or indirect damages, losses, costs or expenses of any kind or any lost or imputed profits arising out of this Agreement or the termination thereof, however caused, and whether based in contract, tort (including negligence), product liability or any other theory of liability regardless of whether such party has been advised of the possibility of such damages, losses, costs or expenses. Each party hereto waives any claims that these exclusions deprive such party of an adequate remedy. Except for liabilities resulting from either party's willful misconduct or from either party's indemnification obligations set forth above, Narrative Science's and Customer's liability to each other shall not exceed the total amount of the fees paid or payable by Customer to Narrative Science within the one-year period immediately preceding the date that the alleged wrongful act first occurred.

13. Breach; Termination; Disposition of Data

(a) Notice of Breach; Cure Period. In the event of a breach of any provision of this Agreement. The non-breaching party shall give the breaching party notice describing the breach and stating the time, as provided herein, within which the breach must be cured. If a provision of this Agreement sets forth a cure period for the breach in question, then that provision shall take precedence over any cure period set forth in this

paragraph. No cure period shall be required, except as may be provided otherwise in this Agreement, if this Agreement sets forth specific deadline dates for the obligation allegedly breached. If the breach is of an obligation to pay money, the breaching party shall have five business days to cure the breach after written notice thereof by the non-breaching party. If the breach is a material breach of an obligation relating to the other party's Confidential Information, then the non-breaching party, in its sole discretion, may specify in the notice of breach that no cure period will be permitted. If the breach is other than a breach of the kind described above in this paragraph, then the cure period will be 30 days after the notice of the breach by the non-breaching party.

(b) Termination. If a breach of any provision of this Agreement has not been cured at the end of the applicable cure period, if any (or upon such breach if no cure period is permitted), then the non-breaching party thereupon may terminate this Agreement by notice to the other party. Termination of this Agreement by Narrative Science for breach by Customer shall terminate all licenses granted to Customer herein. This Agreement and the licenses granted to Customer herein shall terminate automatically, to the extent permitted by applicable law in the jurisdiction or jurisdictions in question, if Customer makes an assignment for the benefit of its creditors, files a petition in bankruptcy, receivership, reorganization, or other like proceeding under any present or future debtor relief law (or is the subject of an involuntary such petition or filing that is not dismissed within 60 days after the effective filing date thereof), or admits of a general inability to pay its debts as they become due. Any termination of this Agreement shall be in addition to, and not in lieu of, any other rights or remedies available at law or in equity.

(c) Destruction of Customer Data. As soon as practicable following the expiration or any termination of this Agreement, Narrative Science shall destroy the Customer Data; provided, however, that to the extent Narrative Science is required by applicable law or legal process to retain any portion of the Customer Data, or to the extent that destruction of any Customer Data is not feasible, Narrative Science shall retain such Customer Data as though it were Confidential Information for such time as is required by such law or process or until destruction is no longer infeasible, after which Narrative Science promptly shall destroy the Customer Data.

14. Other Provisions

(a) Notice. Except as otherwise expressly provided herein, notices shall be given under this Agreement in writing in the English language, signed by the party giving the same, and shall be given personally (in which case such notices shall be deemed given when so delivered), by certified or registered U.S. Mail, properly addressed and postage pre-paid, from within the United States (in which case such notices shall be deemed given on the third business day after deposit), or by generally-recognized overnight courier, properly addressed and pre-paid, with next-business-day instruction (in which case such notices shall be deemed given on the next business day after deposit). Such notices shall be sent to Narrative Science at **Attn: CEO, Narrative Science Inc., 1 North Dearborn Street, Suite 700, Chicago, IL 60602**, and to Customer at the address shown on the Order Form. Either party may change its address for purposes of notice by written notice to the other party.

(b) Nature of Relationship; Subcontractors. Narrative Science shall provide all Services hereunder as an independent contractor to Customer. Nothing contained herein shall be deemed to create any agency, partnership, joint venture, or other relationship between the parties or any of their affiliates, and neither party shall have the right, power, or authority under this Agreement to create any duty or obligation on behalf of the other party.

(c) Marketing. Narrative Science may identify Customer as a Narrative Science customer in its marketing materials and advertisements, on its web site, and in presentations.

(d) Force Majeure. Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control of such party and not due to such party's own fault or negligence or that of its contractors or representatives or other persons acting on its behalf, and which cannot be overcome by the exercise of due diligence and which could not have been prevented through commercially reasonable measures, including acts of God, acts of terrorists or criminals, acts of domestic or foreign governments, change in any law or regulation, fires, floods, explosions, epidemics, disruptions in communications, power, or other utilities, strikes or other labor problems, riots, or unavailability of supplies.

(e) Governing Law; Venue; Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the state of Illinois (other than its conflicts of law provisions) and venue shall be exclusively in the federal or state courts sitting in Cook County, Illinois. In the event that Narrative Science initiates or responds to any legal proceeding relating to Customer's failure to comply with the terms of this Agreement, then Narrative Science shall be entitled to an award of legal fees and costs incurred in connection therewith.

(f) Assignment. A party may transfer or assign some or all of its rights and/or delegate some or all of its obligations under this Agreement only with the express prior written consent of the other party, which may be granted or withheld in such party's sole discretion; provided, however, that a party may assign all of its rights hereunder indivisibly to any wholly-owned subsidiary of such party or to such party's parent entity or to any wholly-owned subsidiary of such parent entity, or in any merger or similar transaction, or to a purchaser of substantially all of such party's assets, so long as such assignee promptly notifies the other party in writing of the same. Any purported transfer or assignment by a party of any right under this Agreement otherwise than in accordance with the provisions of this paragraph shall be null and void and a breach of this Agreement. This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns permitted by this Agreement.

(g) No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

(h) Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties with reference thereto will be of any force or effect.

(i) Survival. The covenants herein concerning Confidential Information, indemnification, post-termination procedures, and any other provision that, by its nature, is intended to survive this Agreement shall survive any termination or expiration of this Agreement.

(j) Amendment and Waiver. Except as otherwise expressly provided herein, no modification or amendment to this Agreement will be valid or binding unless in writing and duly executed by the party or parties to be bound thereby. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

(k) Severability. If any provision of this Agreement is ruled wholly or partly invalid or unenforceable by a court or other body of competent jurisdiction, then the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected.

(l) Online Execution. By clicking the confirm button or by using or accessing the Application, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you may not use or access the Application. "You" means the natural person or the entity you represent that is agreeing to be bound by this Agreement, their employees and third party contractors and agents that provide service to you. You shall be liable for failure by such employees and third party contractors and agents to comply with the term of this Agreement.