

INTERFOLIO, INC.

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Washington, DC 20005
(877) 773-6546



INTERFOLIO LICENSE AND SERVICES AGREEMENT

The terms set forth below apply to the Order Form attached hereto and to any subsequently mutually executed Order Form and/or statement of work between the Customer identified on the Order Form attached hereto (the "Customer") and Interfolio, Inc. ("Interfolio"). The terms below, which describe and set forth the general legal terms governing the relationship ("Agreement"), and one (1) or more Order Forms and/or statements of work describing and setting forth detail about that relationship that are governed by the Agreement, including certain features and functionality of Interfolio's software-as-a-service offerings and certain limitations on its software-as-a-service offerings, in each case specified in the applicable Order Form (the "Service") constitute the agreement governing the use of the Service (together with the service level specifications located at <http://www.interfolio.com/sla/> and any other exhibits that may be incorporated herein or under any Order Form, collectively, the "Agreement").

1. USE OF SERVICE.

- 1.1. Authorization to Use the Service. Subject to the terms and conditions of the Agreement, Interfolio shall, on behalf of Customer, make available to Users (Customer's employees, consultants and representatives acting on behalf of Customer who are authorized to utilize the Service or who are provided with access to the Service by virtue of a password or the equivalent thereof) access to the applicable Service. In using the Service, Customer shall, and shall permit Users to: (a) access the features and functions of the Service ordered under an Order Form (the form evidencing the initial or any renewal subscription for the Service specifying the Service and other service contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties) solely for Customer's internal business purposes during the Term (The Initial or Renewal period during which Users are permitted to access the service pursuant to the terms of this Agreement); and (b) view, download, reproduce, and print Applicant Content made available to Customer through the Service solely for Customer's internal business purposes during the Term. An Applicant is a student, employee, job applicant or faculty member who manages his or her academic and professional credentials for their own benefit through Interfolio. Applicant Content is any content provided directly or indirectly to Interfolio by Candidate. The availability of the Service shall be governed by the service levels provided at <http://www.interfolio.com/sla/>.
- 1.2. Limitations on Use of the Service. Customer agrees that Customer will not: (a) permit any third party to access and/or use the Service, other than the Users authorized pursuant to an Order Form; (b) rent, lease, loan, or sell access to the Service to any third party; (c) interfere with, disrupt, alter, translate, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or services connected to the Service, including any external websites that are linked to via the Service; (d) reverse engineer, decompile, disassemble or otherwise attempt to obtain or perceive the source code from which any software component of the Service is compiled or interpreted, and Customer acknowledges that nothing

in this Agreement will be construed to grant Customer any right to obtain or use such code; (e) access the Service in order to build or create a derivative, competitive or similar product or service or copy any idea, layout, design, feature, function or graphic of the Service; or (f) introduce software or automated agents or scripts to the Service so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Service.

- 1.3. Service Community Standards. In addition, Customer agrees not to use, or encourage or permit others to use, the Service to (a) stalk and/or harass another; (b) harm minors in any way; (c) impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity; (d) forge headers or otherwise manipulate identifiers to disguise the origin of any Content (information, data, images, photos, video, sound, notes, works of authorship, articles, or other materials) posted on or transmitted through the Service; (e) use the Service or Content in a manner intended to mislead a third party into believing that the communications or other interactions with Customer or Users are instead with Interfolio or any third party other than Users; (f) engage in any chain letters contests, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise); (g) access or use the Service in any manner that could damage, disable, overburden or impair any Interfolio server or the networks connected to any Interfolio server; (h) harvest, collect, gather or assemble information or data regarding other users without their consent; or (i) market any goods or services for any business purposes (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by Interfolio. Customer shall undertake reasonable efforts to ensure all Users comply with Customer's privacy policies and terms of use, which shall be no less stringent than industry standards for like institutions.
- 1.4. Usernames and Passwords. Customer will provide to Interfolio information and other assistance as necessary to enable Interfolio to establish usernames for Users, and Customer will verify all User requests for account passwords. Customer will ensure that each username and password issued to a User will be used only by that User. Customer is responsible for maintaining the confidentiality of all Users' usernames and passwords, and is solely responsible for all activities that occur under these usernames. Customer agrees (a) not to allow a third party to use Customer's account, usernames or passwords at any time; and (b) to notify Interfolio promptly of any actual or suspected unauthorized use of Customer's account, usernames or passwords, or any other breach or suspected breach of the Agreement. Interfolio reserves the right to terminate any username and password, which Interfolio reasonably determines may have been used by an unauthorized third party or for an unlawful purpose. Any act or omission by Users which, if undertaken by Customer, would constitute a breach of the Agreement, will be deemed a breach of this Agreement by Customer.
- 1.5. Ownership. Nothing in this Agreement is intended to convey any ownership in or license to any of the Intellectual Property Rights (any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world) in the Service or any of the Interfolio's other proprietary

technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical material or information made available to Customer by Interfolio in providing the Service (the "Interfolio Technology"). If Customer or Users provide to Interfolio any comments or suggestions, whether written or oral, regarding potential improvements to the Service (all such comments and suggestions, collectively, "Feedback"), Interfolio reserves the right to use such Feedback in its discretion and Customer hereby grants Interfolio a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into the Service and Interfolio's other products and services.

- 1.6. Professional Services. Interfolio may, in its sole discretion, offer Professional Services including but not limited to, implementation, set-up, integration, training, custom development or other professional services made available to Customer by Interfolio pursuant to a statement of work executed by both of the parties or as may be provided on an Order Form for initial professional services associated with implementing the Service. . Except for Professional Services described in the initial Order Form (if any), until the Customer has ordered such Professional Services pursuant to a statement of work, Interfolio will have no obligation to provide Professional Services to Customer. In the event any Professional Services include the creation of any Improvement to the Service, all Intellectual Property Rights in and to such Improvement shall be owned by Interfolio.

2. PAYMENT.

- 2.1. Charges. Customer shall pay all fees or charges set forth on Customer's Order Form. Access fee payments must be made annually in advance unless otherwise set forth therein, with the initial payment due upon execution of the Order Form. All other payments under this Order Form are due within fifteen (15) days of the date of the invoice sent by Interfolio. Except as expressly provided otherwise herein, all payment obligations are non-cancelable and all amounts paid are nonrefundable.
- 2.2. Billing and Renewal. Any amounts not paid when due shall bear interest at the maximum legal rate. Interfolio may withhold performance and discontinue all services until all amounts due are paid in full. Interfolio's fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States taxes based solely on Interfolio's income.

3. CUSTOMER CONTENT.

- 3.1. Customer Content License. Customer may elect to upload or import into the Service, or have Interfolio import, Customer Content defined as any Content provided, imported or uploaded to the Service by Customer or Users, excluding any Applicant Content that Users may upload to the Service. Customer grants Interfolio a non-exclusive, worldwide, royalty-free and fully paid license to: (a) use, reformat, display, modify and create derivative works of the Customer Content as necessary, solely for purposes of providing the Service; and (b) use Customer's trademarks, service marks, and logos that Customer elects to use to brand its use of the Service solely as required to provide the Service. All rights in and to the Customer Content not expressly granted to Interfolio in this Agreement are reserved by Customer. As between the Parties, Customer retains all right, title and interest in and to the Customer Content, and Interfolio acknowledges that it neither owns nor acquires any additional rights in and to the

Customer Content not expressly granted by this Agreement. Interfolio further acknowledges that Customer retains the right to use the Customer Content for any purpose in Customer's sole discretion.

- 3.2. Content. Customer represents and warrants that any Customer Content shall not (a) infringe any copyright, trademark or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (d) contain any viruses, worms or other malicious computer programming codes able to damage the Service, any Content, or other data of the Service; or (e) otherwise violate the rights of a third party. Customer shall be responsible for and assumes the risk, responsibility and expense of: (a) any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Customer Content; and (b) acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Users to connect to, access, and use the Service. Customer agrees that any use of the Service contrary to or in violation of Customer's representations and warranties in this section constitutes improper and unauthorized use of the Service. Customer agrees that Interfolio may (but has no obligation to), in Interfolio's sole discretion, remove or modify any Customer Content which it deems to violate Customer's representations and warranties in this section.
- 3.3. Access to Customer Content on Termination. In the event Customer's access to the Service is terminated (other than by reason of Customer's breach), Interfolio will continue to make available to Customer a file of the Customer Content for thirty (30) days after such termination. Customer agrees and acknowledges that Interfolio has no obligation to retain the Customer Content, and may delete such Customer Content, at any time on or after the thirty-first (31st) day following termination. Interfolio reserves the right to withhold, remove and/or discard Customer Content, without notice, for any breach of this Agreement, including Customer's non-payment or violation of any applicable law. Upon termination for cause, Customer's right to access or use Customer Content (and the Service) shall immediately cease, and Interfolio will have no obligation to maintain or provide any Customer Content.

4. **CONFIDENTIALITY.**

- 4.1. Confidentiality. Each party agrees to: (a) use the Confidential Information (defined as non- public material or information relating to a party which it discloses or makes available to the other party under the Agreement that such disclosing Party treats as proprietary or confidential) of the other party only for the purposes described herein; and (b) restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement. The foregoing provision will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction.

- 4.2. Exceptions. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (2) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5. DATA OWNERSHIP AND USAGE.

- 5.1. Applicant Content means any Content provided, directly or indirectly, to Interfolio by Candidates, including, but not limited to, writing samples, transcripts, cover letters and letters of recommendations. Customer acknowledges and agrees that each individual Applicant retains its Intellectual Property Rights to Applicant Content and Customer's use thereof (including the reproduction and distribution of Applicant Content) is limited to the purpose for which it was submitted to Customer.
- 5.2. Aggregate Data. Interfolio reserves the right to collect, compile, synthesize, and analyze information and data on how the Service is used by Customer and its Users and reserves the right to disclose to and share such information and data with third parties in an anonymous and aggregated form at its discretion ("Aggregate Data"). In no event will any such Aggregate Data personally identify Customer, any Users or any Candidate. To the extent that any Aggregate Data is collected by Interfolio, it will be solely owned by Interfolio and may be used by Interfolio for any lawful purpose, provided that Interfolio agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Aggregate Data.
- 5.3. Analytics. As part of the Service, Interfolio may provide Customer with access to certain analytics and benchmarking data, including Aggregate Data and derivative works thereof, and other standard and/or customized reports prepared by Interfolio for Customer (all such reports, analytics, data, content and information, "Analytics"). As between Customer and Interfolio, Interfolio retains all right, title and interest in and to the Analytics, including all Intellectual Property Rights therein. To the extent Interfolio provides Customer with access to any Analytics, Interfolio hereby grants Customer a limited, non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement, to use and reproduce the Analytics solely for Customer's internal business use and for no other purpose. Customer acknowledges that the Analytics are the Confidential Information of Interfolio (and thus subject to the obligations in Section 5) and contain valuable trade secrets and other intellectual property of Interfolio and its licensors. Customer agrees that it will not, and will not permit any third party to: (a) reproduce (except as expressly permitted herein), modify, translate, or create any derivative work of all or any portion of the Analytics; (b) sell, rent, lease, distribute, sublicense, disclose, assign, transfer, or otherwise make available to any third party all or any portion of the Analytics; (c) make the Analytics available for access by anyone over a network or use the Analytics on a service bureau or time sharing basis; or (d) use the Analytics in any way to create products or services similar to or competitive with the Service. The foregoing restrictions in this Section 5.3 will not limit how Customer can use the Customer Content to the extent it is not included in the Analytics. Customer will immediately notify Interfolio in the event of any loss or unauthorized disclosure of any Analytics.

6. LIMITED WARRANTY AND DISCLAIMER.

- 6.1. Limited Warranty. Interfolio warrants that it will provide the Service and any Professional Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will materially conform to Interfolio's then current Documentation (specifications, technical materials and user manuals provided by Interfolio) for the Service under normal use and circumstances. If Customer notifies Interfolio of a breach of warranty, Interfolio will either re-perform the nonconforming service or prepare an Improvement to the Service so that it does materially conform to the then-current Documentation. The foregoing constitutes Customer's sole and exclusive remedy for any breach of warranty.
- 6.2. Performance. Interfolio will comply with all applicable laws, ordinances, and regulations applicable to Interfolio in providing the Service, including applicable provisions of Family Educational Rights and Privacy Act.
- 6.3. Disclaimer. THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS MADE FOR CUSTOMER'S BENEFIT ONLY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL PROFESSIONAL SERVICES ARE PROVIDED "AS IS," AND INTERFOLIO MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY INTERFOLIO. INTERFOLIO DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE.
- 6.4. Internet Delays. The service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Interfolio is not responsible for any delays, delivery failures or other damages resulting from such problems or any other force majeure event.

7. MUTUAL LIMITATION OF LIABILITY.

- 7.1. Damages. TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, AND WITH THE EXCEPTION OF CUSTOMER'S BREACH OF SECTION 1.2, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS, BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH THE OTHER PARTY'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE SERVICE OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL INTERFOLIO BE LIABLE FOR PROCUREMENT COSTS OF

SUBSTITUTE PRODUCTS OR SERVICES. THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO INTERFOLIO UNDER THE ORDER FORM GIVING RISE TO SUCH LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE AGREEMENT WILL NOT INCREASE EITHER PARTY'S LIABILITY. IN NO EVENT SHALL INTERFOLIO'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

- 7.2. Basis of the Bargain. The parties agree that the limitations of liability set forth in this section shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and this Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.
- 7.3. Additional Rights. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Customer.

8. INDEMNIFICATION.

- 8.1. By Interfolio. Interfolio will defend at its expense any suit brought against Customer, and will pay any settlement Interfolio makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that Customer's use of the Service in accordance with this Agreement and the Documentation misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any United States copyright; or (b) Interfolio's breach of the warranty in Section 6.2. If any portion of the Service becomes, or in Interfolio's opinion is likely to become, the subject of a claim of infringement, Interfolio may, at Interfolio's option: (i) procure for Customer the right to continue using the Service; (ii) replace the Service with non-infringing services which do not materially impair the functionality of the Service; (iii) modify the Service so that it becomes non-infringing; or (iv) terminate the Service and refund any fees actually prepaid by Customer to Interfolio for the remainder of the Access Term then in effect, and upon such termination, Customer will immediately cease all use of the Service. Notwithstanding the foregoing, Interfolio shall have no obligation under this section or otherwise with respect to any infringement claim based upon (w) any use of the Service not in accordance with this Agreement or the Documentation; (x) Interfolio's conformance to Customer's specifications; and (y) any use of the Service in combination with other products, equipment, software or Content not supplied by Interfolio. This subsection states Customer's sole and exclusive remedy for infringement claims and actions.
- 8.2. Procedure. To the maximum extent permitted by law, Interfolio's obligations as set forth above are expressly conditioned upon each of the following: (a) Customer shall promptly notify Interfolio in writing of any threatened or actual claim or suit; (b) Interfolio shall have sole control of the defense or settlement of any claim or suit; and (c) Customer shall cooperate with Interfolio to facilitate the settlement or defense of any claim or suit. Customer may participate in such defense at its own expense.

9. TERMINATION.

- 9.1. Term. This Agreement will continue to apply as long as the Initial or Renewal Term under an Order Form remains in effect, unless earlier terminated by either Customer or Interfolio as set forth herein (the "Term"). Unless otherwise set forth in an Order Form, the Term set forth in any Order Form will automatically renew at Interfolio's then current pricing for successive one year periods unless otherwise indicated on an Order Form.
- 9.2. Termination for Breach. Either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches the Agreement and thereafter:
 - (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or
 - (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating party) within thirty (30) days after receiving written notice thereof.
- 9.3. Termination by Interfolio. Interfolio may at any time terminate this Agreement with Customer if: (a) Interfolio is required to do so by law (for example, where the provision of the Service to Customer is, or becomes, unlawful); (b) the provision of the Service to Customer by Interfolio is, in Interfolio's opinion, no longer commercially viable; or (c) Interfolio has elected to discontinue the Service (or any part thereof). In such case, Interfolio will provide Customer a pro-rated reimbursement.
- 9.4. Suspension of Service. If Customer fails to pay undisputed amounts in accordance with this Agreement or, if and as necessary to protect the Applicant Content or Customer Content in the event of a threat to the security of the Service, Interfolio will have the right, in addition to any of its other rights or remedies, to immediately suspend the provision of the Service to Customer without liability to Customer until such amounts are paid in full or such breach is cured (in Interfolio's sole discretion), as applicable. In addition, Customer acknowledges that Interfolio reserves the right to remove Applicant Content from the Service without liability to Customer without prior notice to Customer if Interfolio reasonably believes such removal is necessary to comply with applicable laws.
- 9.5. Effect of Termination. Upon termination of this Agreement, Interfolio may: (a) remove access to all offerings within the Service; (b) delete Users' password and all related information; and (c) bar further use of the Service. Upon expiration or termination, Customer shall promptly discontinue use of the Service. However, the sections titled Use of Service, Payment, Customer Content License, Content Loss, Limited Warranty and Disclaimer, Limitation of Liability, Indemnification, Termination and Miscellaneous will survive any termination of the Agreement.

10. MISCELLANEOUS.

- 10.1. Governing Law and Venue. Unless otherwise required by law, this Agreement and any action related thereto will be governed and interpreted by and under the laws of the US state in which Customer is primarily headquartered, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Service hereunder.

- 10.2. **Publicity.** You hereby grant to Interfolio for the sole purpose of fulfilling our obligations hereunder, the limited right to publish your name, logo and/or other marks as part of Customer's customized branding of the Service, and also to reference Customer as a user of the Service. We agree to discontinue such use upon Customer's written request.
- 10.3. **Export.** Customer agrees not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Interfolio, or any products utilizing such data, in violation of the United States export laws or regulations.
- 10.4. **Local Laws.** Interfolio and its suppliers make no representation that the Service is appropriate or available for use in locations other than the United States. If Customer use the Service from outside the United States, Customer are solely responsible for compliance with all applicable laws, including export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited.
- 10.5. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Customer agrees that the section titled Limitation of Liability will remain in effect notwithstanding the unenforceability of any provision in the section titled Limited Warranty and Disclaimer.
- 10.6. **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 10.7. **Remedies.** The parties acknowledge that any actual or threatened breach of the section titled Use of Service may constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.
- 10.8. **No Assignment.** Neither party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- 10.9. **Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

- 10.10. Independent Contractors. Customer's relationship to Interfolio is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Interfolio.
- 10.11. Notices. The communications between Customer and Interfolio relating to the Service may use electronic means. Customer (a) consents to receive communications from Interfolio in an electronic form, whether via email or posting on the Service or other reasonable means; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Interfolio provides to Customer electronically satisfy any legal requirement that such communications would satisfy if they were in a print-on-paper writing. Customer is responsible for updating Customer's data to provide Interfolio with Customer's most current email address. In the event that the last email address Customer have provided to Interfolio is not valid, or for any reason is not capable of delivering to Customer any notices required by this Agreement, Interfolio's dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described on the notice. Any notice provided to Interfolio pursuant to this Agreement should be sent to Interfolio, Inc., 1400 K Street NW, 11th Floor, Washington, DC 20005, Attn: Christine Frazier and via email to Tess Frazier at tess.frazier@interfolio.com.
- 10.12. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof.