

MASTER SUBSCRIPTION AGREEMENT

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF iFOLIO SERVICES. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 7, 2022. It is effective between You and Us as of the date of You accepting this agreement.

The parties agree as follows:

1. DEFINITIONS.

“**Agreement**” refers to this Master Subscription Agreement.

“**Content**” refers to all information, insights, tips, and tools obtained by iFOLIO and made available to You through the Services.

“**Documentation**” refers to the applicable iFOLIO Terms of Service and iFOLIO Privacy Policy, and its usage guides and policies, as updated from time to time, accessible via <https://www.iFOLIOcorp.com/terms/> or <https://www.iFOLIOcorp.com/privacy-policy/>.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including but not limited to, viruses, worms, time bombs and Trojan horses.

“**Non-iFOLIO Application**” means any software application or solution that is owned, licensed or otherwise provided by You or a third-party.

“**Order Form**” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between You and Us and includes Your consent to be bound by the terms of this Agreement.

“**Services**” refers to the products and services that are ordered by You under an Order Form and made available by Us online. For the avoidance of doubt, the Services exclude Content and Non-iFOLIO Applications.

“**User**” refers to an individual authorized by You to use a Service, for whom You have purchased a subscription and to whom You (or, when applicable, Us at Your request) have supplied a user identification and password (for Services utilizing authentication).

Users may include, for example, Your employees, consultants, contractors and agents, members, customers, and third parties with which You transact business.

“We,” “Us” or “Our” means iFOLIO LLC, a Georgia limited liability company.

“You” or “Your” means the subscriber receiving the Services pursuant to this Agreement and the signed Order Form.

“Your Data” means electronic data and information submitted by or for Customer to the Services, if any, excluding Content and non-iFOLIO applications.

2. OUR RESPONSIBILITIES.

- a. Provision of Purchased Services. We will (i) make the Services and Content available to You pursuant to this Agreement and the applicable Order Forms, (ii) provide applicable iFOLIO standard support for the Services to You, and/or upgrade support if purchased, (iii) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (A) planned downtime (of which We shall give advance electronic notice as provided in the Documentation), and (B) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees,), internet service provider failure or delay, Non-iFOLIO Application error or failure, or denial of service attack.
- b. Protection of Your Data. We will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in the Documentation. Neither You nor any User may circumvent or otherwise interfere with any User authentication or security used by Us. You agree to immediately notify Us of any breach, or attempted breach, of security that You know of or reasonably believe has occurred.
- c. Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

3. USE OF SERVICES AND CONTENT (OBLIGATIONS).

- a. Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (i) Services and access to Content are purchased as subscriptions, (ii) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (iii) any added subscriptions will terminate on the same date as the underlying subscriptions.
- b. Usage Limits. Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms and Documentation. Unless otherwise specified (a) a quantity in an Order Form refers to Users, and the Service or Content may not be accessed by more than the specified number of Users, (b) User passwords are confidential and may not be disclosed or shared with any other individual, and (c) except as set forth in an Order Form, a User identification may not be reassigned to a new individual replacing one who will no longer use the Service or Content. If You exceed a contractual usage limit, a new Order Form shall be entered for additional quantities of the applicable Services or Content promptly upon Our request, and/or You will be responsible for payment of excess usage charges in accordance with Section 5.b (Invoicing and Payment).

- c. Your Responsibilities. You will (i) be responsible for User's compliance with this Agreement, Documentation, and Order Forms, (ii) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Us promptly of any such unauthorized access or use, (iv) use Services and Content only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, and (v) comply with terms or service of any Non-iFOLIO Applications with which You use Services and Content.
- d. Usage Restrictions. You will not (i) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Users, unless expressly stated otherwise in an Order Form or the Documentation, (ii) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (iii) use a Service or Non-iFOLIO Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iv) use a Service or Non-iFOLIO Application to store or transmit Malicious Code, (v) interfere with or disrupt the integrity or performance of any Service or Content or its related systems or networks, (vi) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, or use any of Our Services to access or use any of Our intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (vii) copy a Service or any part, feature, function or user interface thereof, (viii) copy Content except as permitted herein or in an Order Form or the Documentation, (ix) frame or mirror any part of any Service or Content, other than framing on Your own intranet or otherwise for Your own internal business purposes or as permitted in the Documentation, (x) access any Service or Content in order to build a competitive product or service or to benchmark with a Non-iFOLIO product or service, or (xi) reverse engineer any Service (to the extent such restriction is permitted by law). Any use of the Services in breach of this Agreement, Documentation or Order Forms, by You or Users that in Our judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of the Services.
- e. External-Facing Services. If You subscribe to a Service for sending electronic messages or for the creating and hosting of, or for posting content, on, external-facing websites, You are solely responsible for complying with applicable law and governmental regulations in Your use of the Services including but not limited any laws or regulations applicable to (i) use of any cookies or other tracking technologies, and (ii) solicitation and marketing goods or services via electronic transmission.
- f. Removal of Content and Non-iFOLIO Applications. If We are required by a licensor or other third party to remove Content, or receive information that Content provided to You may violate applicable law or third-party rights, We may so notify You and in such event, You will promptly remove such Content from Your systems. If We receive information that a Non-iFOLIO Application hosted on a Service by You may violate our Documentation or applicable law or their-party rights, We may so notify You and in such event Your will promptly disable such Non-iFOLIO Application or modify the Non-iFOLIO Application to resolve the potential violation. If You do not take required action in accordance with the above, We may disable the applicable Content, Services and/or Non-iFOLIO Application until the potential violation is resolved.

4. NON-iFOLIO PROVIDERS.

- a. Generally. We or third parties may make available third-party products or services, including, for example, Non-iFOLIO Applications and implementation and other consulting services. Any acquisition by You of such products or services, and any exchange of data between You and any Non-iFOLIO provider, product or service is solely between You and the applicable Non-iFOLIO provider. We do not warrant or support Non-iFOLIO Applications or other Non-iFOLIO products or services, whether or not they are designated by Us as “certified” or otherwise, unless expressly provided otherwise in an Order Form.
- b. Non-iFOLIO Providers and Your Data. If You choose to use a Non-iFolio Application with a Service, You grant Us permission to allow the Non-iFOLIO Application and its provider to access Your Data as required for the interoperation of that Non-iFOLIO Application with the Service. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by such Non-iFOLIO Application or its provider.
- c. Integration with Non-iFOLIO Applications. The Services may contain features designed to interoperate with Non-iFOLIO Applications. To use such features, You may be required to obtain access to such Non-iFOLIO Applications from their providers and may be required to grant Us access to Your account(s) on such Non-iFOLIO Applications.

5. FEES AND PAYMENT FOR SERVICES.

- a. Fees. You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage (except for excess usage), (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be cancelled during the relevant subscription period.
- b. Invoicing and Payment. All fees will be paid up front, unless otherwise permitted. User access will not be provisioned until payment is received. There is a 2% additional charge for payment via credit card. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 11.b (Term of Purchase Subscriptions). Subscribers paying by credit card or bank transfer will provide Us with updated credit card information or bank account information upon request. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due no later than thirty (30) days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- c. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewal and Order Forms on payment terms shorter than those specified in Section 5.b (Invoicing and Payment).
- d. Suspension of Services and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, or 10 or more days

overdue in the case of amounts You have authorized Us to charge to Your credit card, We may, without limiting Our other rights and remedies, accelerate all Your unpaid fee obligations pursuant to any executed Order Form so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. For subscribers paying by credit card or direct debit whose payment has been declined, We will give You at least 10 days' prior written notice that Your account is overdue, in accordance with Section 12.b (Manner of Giving Notice) for billing notices, before suspending services to You.

- e. Payment Disputes. We will not exercise Our rights under Section 5.c(Overdue Charges) or Section 5.d (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- f. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchase hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 5.f, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property, and employees.
- g. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

6. PROPRIETARY RIGHTS AND LICENSES.

- a. Reservation of Rights. Subject to the rights expressly granted hereunder, We and Our licensors reserve all of Our/their right, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than expressly set forth herein.
- b. Access to and Use of Content. You have the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.
- c. License to Host Your Data and Applications. You grant to Us a worldwide, limited-term license to host, copy, transmit and display Your Data, and any Non-iFOLIO Applications and program code created by or for You using a Service or for use by You with the Services, as reasonably necessary for Us to provide the Services in accordance with this Agreement.
- d. License to Use Feedback. You grant Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation or Our services.

7. CONFIDENTIALITY.

- a. "**Confidential Information**" means all information disclosed by a party (a "**Disclosing Party**") to the other party (a "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Our confidential information includes the Services and Content; and

Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology or technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without any breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party as demonstrated by files created at the time of such independent development, or (v) is disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body; provided, however, that the Receiving Party shall to the extent legally permissible provide prompt notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

- b. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS.

- a. Representations. Each party represents (a) that it has validly entered into this Agreement and has the legal power to do so, and (b) this Agreement is a valid and binding obligation of the respective parties enforceable in accordance with its terms.
- b. Limited Warranty. iFOLIO warrants that it will provide the Services in a professional and workmanlike manner and in accordance with the specifications set forth in the Order Form. During an applicable subscription term, the Agreement, the Order Forms, and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security of Your Data that is within our control. For any breach of a warranty above, Your exclusive remedies are those described in the “Termination” and “Refund or Payment upon Termination” sections below.
- c. WARRANTY DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND SERVICES ARE PROVIDED AS-IS, EXCLUSIVE OF ANY WARRANTY WHATSOEVER, EXCEPT AS EXPRESSLY STATED HEREIN. WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS OR THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. IN NO EVENT WILL WE BE LIABLE FOR DAMAGES RESULTING DIRECTLY FROM BUGS ALREADY EXISTING IN

YOUR OR ANY THIRD PARTY'S SYSTEMS OR SOFTWARE, OR BUGS INTRODUCED INTO OUR SYSTEMS BY PARTIES NOT UNDER THE CONTROL OF US.

9. MUTUAL INDEMNIFICATION.

- a. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under "iFOLIO Warranties" above, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, a Non-iFOLIO Applications or Your use of the Services or in violation of this Agreement, the Documentation or applicable Order Forms.
- b. Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that any of Your Data infringes or misappropriates such third party's intellectual property rights, or arising from Your use of the Services or Content in violation of the Agreement, the Documentation, Order Form or applicable law (each a "**Claim Against Us**"), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.
- c. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. LIMITATION OF LIABILITY.

- a. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT FOR THE AVOIDANCE OF DOUBT DOES NOT LIMIT YOU AND YOUR AFFILIATES' PAYMENT OBLIGATIONS FOR

SUBSCRIPTIONS LONGER THAN TWELVE MONTHS. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO BREACH OF SECTION 7, CLAIMS OF MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR A PARTY'S INTENTIONAL MISCONDUCT.

- b. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TOR AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION.

- a. Term of Agreement. This Agreement commences on the date of your acceptance via the Order Form and continues until all subscriptions hereunder have expired or have been terminated.
- b. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any renewal term will increase by up to seven percent (7%) above the applicable pricing in the prior term, unless We provide You notice of different pricing at least thirty (30) days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.
- c. Termination. A party may terminate this Agreement only for cause (i) upon thirty (30) days written notice to the other party of a material breach, if such breach remains uncured at the expiration of such period, or (ii) immediately by written notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- d. Refund or Payment upon Termination. In no event will termination result in refund or relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of the termination.
- e. Your Data Portability and Deletion. Upon Your request within thirty (30) days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Documentation. After such 30-day period, We will have no obligation to maintain or provide any of Your Data, and as provided in the Documentation will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, unless legally prohibited.

12. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION.

- a. General. You are contracting with iFOLIO LLC, a Georgia limited liability company. Notices should be addressed to: iFOLIO, 950 East Paces Ferry Rd, NE, Suite 1555, Atlanta, Ga 30326, Attention: Chief Financial Officer, with a copy to the same address Attention: General Counsel. This Agreement shall be subject to and interpreted according to the laws of the State of Georgia. Any cause of action commencing pursuant to, relating to or arising out of this Agreement shall be subject to the exclusive jurisdiction of courts located in the State of Georgia. The parties hereto expressly consent to the personal jurisdiction of such courts and waive any challenge thereto.
- b. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“**Legal Notices**”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant Services system administrator designated by You.
- c. No Agency. For the avoidance of doubt, both parties are entering into this Agreement as principal and not as agent for any other person or company. Subject to any permitted Assignment under Section 13(c) (Assignment), the obligations owed by Us under this Agreement shall be owed to You solely by Us and the obligations owed by You under this Agreement shall be owed solely to Us.

13. GENERAL PROVISIONS.

- a. Anti-Corruption. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at legal@ifolicorp.com.
- b. Entire Agreement and Order of Precedence. This Agreement together with the Order Form and Documentation are the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or an any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.
- c. Review and Voluntariness of Agreement. The parties acknowledge that each (i) has had a sufficient and reasonable amount of time in which to review and consider this Agreement, (ii) has the full legal capacity and authority to enter into this Agreement, (iii) has carefully read, and has fully and completely understood, all of the provisions of this Agreement and their meaning, intent, and legal effect, and (iv) has knowingly and voluntarily entered into this Agreement pursuant to any necessary approval procedures or protocols.

- d. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this contract and its rights and obligations hereunder to a successor by way of merger, consolidation, or acquisition of all or substantially all of its assets or business so long as such successor shall agree to be bound by all of the terms and conditions hereof. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of a direct competitor of the other party, then the non-assigning party may terminate this Agreement at any time upon written notice. This Agreement shall be binding upon and benefit the parties to this Agreement and their respective heirs, successors, or permitted assigns.
- e. Force Majeure. If by reason of labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, earthquake, fire or other action of the elements accidents, internet service provider failures or delays, governmental restrictions, appropriations or other causes beyond the reasonable control of a party hereto (each, a "**Force Majeure Event**"), either party is unable to perform in whole or in part its obligations as set forth in this Agreement, excluding any obligations to make payments hereunder, then such party will be relieved of those obligations to the extent it is so unable to perform and such inability to perform will not make such party liable to the other party. Neither party will be liable for any losses, injury, delay or damages suffered or incurred by the other party due to a Force Majeure Event; provided, however, payment of any amount due hereunder shall not be excused by a Force Majeure Event.
- f. Relationships of Parties. This agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

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