

Subscription Agreement

This User Agreement is entered into by and between Marinus Analytics, LLC (“**Company**”) and the law enforcement agency, governmental entity or other individual or entity that has been provided access to Traffic Jam either via paid subscription or free trial (“**Customer**”), and shall be binding on Customer and any individual acting on Customer’s behalf or through Customer’s account. The following User Agreement, together with any documents they expressly incorporate by reference (collectively, these “**Agreement**”), governs access to and use of the Services, including any content, functionality and services offered, through or ancillary thereto.

Please read this Agreement carefully. **By using the Services and/or by clicking to accept or agree to this Agreement, you accept and agree to be bound and abide by this Agreement and represent and warrant that you are authorized to so agree on behalf of the Customer.** If you do not so agree to this Agreement, do not access or use the Services.

1. Certain Definitions.

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Hosted Services.

"Authorized User" means each of the individuals who are employees of Customer, who are over 18 years of age, authorized to use the Services pursuant to **Section 3.1** and the other terms and conditions of this Agreement. Each Authorized User must have his or her unique login, and the number of Authorized Users is limited to the number of provided for in Customer’s subscription for the Services.

"Customer Data" means, other than Resultant Data, information, data and other content in any form or medium that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services.

"Documentation" means any manuals, instructions or other documents or materials that the Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Use" means any use of the Services by an Authorized User for the benefit of Customer solely for supporting his or her law enforcement, social services, academic or other similar professional role, including to detect criminal actions, conduct victim-centered policing, identify missing/exploited victims, or measure statistical trends surrounding the adult services industry.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"Provider Materials" means the Service Software, Documentation and Provider Systems and any and all other information, data, documents, materials, works and other content, devices, methods,

processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Provider or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include and any information, data or other content derived from Provider's monitoring of Customer's access to or use of the Services.

"Provider Systems" means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Provider or through the use of third-party services.

"Resultant Data" means information, data and other content that is derived by or through the Services from processing, inspecting or analyzing Customer Data and is sufficiently different from such Customer Data (e.g., via anonymization or aggregation) that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content.

"Service Software" means the Provider software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Provider provides remote access to and use of as part of the Services.

"Services" means access to the Service Software via the Hosted Services.

"Third Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to Provider.

2. Services.

2.1 Services. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, during the Term, Provider shall use commercially reasonable efforts to provide to Customer and its Authorized Users the Services in accordance with the terms and conditions hereof, including to host, manage, operate and maintain the Service Software for remote electronic access and use by Customer and its Authorized Users ("**Hosted Services**"). Provider reserves the right, in its sole discretion, to make any changes to the Services and Provider Materials that it deems necessary or useful.

2.2 Suspension or Termination of Services. Provider may, directly or indirectly, suspend, terminate or otherwise deny Customer's, any Authorized User's or any other Person's access to or use of all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability, if: (a) Provider receives a judicial or other governmental demand or order that expressly or by reasonable implication requires Provider to do so; or (b) Provider believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. This **Section 2.2** does not limit any of Provider's other rights or remedies, whether at law, in equity or under this Agreement.

2.3 Services Content. Customer acknowledges that information and data aggregated through the Services are of an adult nature and may be offensive. Provider assumes no ownership of such information and data, which are Third Party Materials and are copies of publicly available advertisements and other content available on the Internet. If Customer encounters inappropriate content or pornography while using the Services, Customer agrees to alert Provider so this content may be removed. For such purpose, please email Provider at info@marinusanalytics.com. INFORMATION AND DATA ACCESSED THROUGH THE SERVICES IS NOT A DETERMINATION OF CRIMINAL ACTIVITY, INCLUDING HUMAN TRAFFICKING.

2.4 Subcontractors. Provider may from time to time in its discretion engage third parties to perform Services (each, a "**Subcontractor**").

3. Authorization and Customer Restrictions.

3.1 Authorization. Subject to and conditioned on Customer's payment of the Fees (unless a free trial subscription) and compliance and performance in accordance with all other terms and conditions of this Agreement, Provider hereby authorizes Customer to access and use, during the Term, the Services and such Provider Materials as Provider may supply or make available to Customer solely for the Permitted Use by and through Authorized Users in accordance with the conditions and limitations set forth in this Agreement. This authorization is non-exclusive and non-transferable.

3.2 Reservation of Rights. Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Provider Materials or Third Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Services, the Provider Materials and the Third Party Materials are and will remain with Provider and the respective rights holders in the Third Party Materials.

3.3 Authorization Limitations and Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or Provider Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

(a) copy, modify or create derivative works or improvements of the Services or Provider Materials (provided, however, the terms of this Section 3.3(a) shall not prohibit Customer's making use of the functionality of the Services for their intended purpose (e.g., creating and/or storing reports that copy the output of queries made through the Services));

(b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;

(c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part;

(d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User on behalf of Customer through the use of his or her own then valid Access Credentials (e.g., no sharing of user logins or other Access Credentials or access to or use of the Services for any Person other than the Customer who employs the Authorized User);

(e) input, upload, transmit or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any computer virus or other harmful code;

(f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, Provider Systems or Provider's provision of services to any third party, in whole or in part;

(g) remove, delete, alter or obscure any trademarks, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof;

(h) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable Law;

(i) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision or use of a competing software service or product or any other purpose that is to the Provider's detriment or commercial disadvantage;

(j) identify the Services, publicly disclose, disseminate or display the Services or Provider Materials, or enable anyone other than Authorized Users to view the Services or Provider Materials, except as necessary for use of Provider Materials as evidence in a legal proceeding or with the prior written consent of Provider;

(k) use any robot, spider, or other automatic device, process, or means to access or “scrape” the Services or Provider Systems for any purpose, including but not limited to monitoring or copying any of the material thereon; or

(l) otherwise access or use the Services or Provider Materials beyond the scope of the authorization granted under **Section 3.1**.

4. Data Backup. PROVIDER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.

5. Security and Privacy.

5.1 Provider Systems and Security Obligations. Provider will employ security measures in accordance with applicable industry practice.

5.2 Access and Security. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Hosted Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Hosted Services.

5.3 Privacy. Provider will employ privacy measures in accordance with its Privacy Policy, a current copy of which is set forth on Provider’s website at <https://www.marinusanalytics.com/privacy-policy>. As set forth in the Privacy Policy, Provider will not share the identity of its Customers or Authorized Users without prior written consent of such Customers or Authorized Users. Provider may use Customer’s email addresses to contact Customer regarding maintenance in connection with the Services. Provider has the ability to monitor when Authorized Users log into the Service. OUR SYSTEM LOGS MAY RECORD THE SEARCHES CONDUCTED IF YOUR ACCOUNT SETTINGS ENABLE THE SEARCH HISTORY FEATURE. THIS INFORMATION MAY BE USED TO IMPROVE THE SERVICES AND THEIR ALGORITHMS.

6. Fees; Payment Terms.

6.1 Fees and Taxes. Unless Customer is accessing the Services under a trial subscription, Customer shall pay Provider the fees set forth in Provider’s proposal accepted by Customer (the “Fees”). All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider’s income.

6.2 Payment. Customer shall pay all Fees within 30 days after the date of the invoice therefor. Customer shall make all payments hereunder in US dollars. Customer shall make payments to the address or account Provider may specify in writing from time to time.

6.3 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available: (a) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (b) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys’ fees, court costs and collection agency fees; and (c) if such failure continues for 30 days following written notice thereof, Provider may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

6.4 No Deductions or Setoffs. All amounts payable to Provider under this Agreement shall be paid by Customer to Provider in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

7. Intellectual Property Rights.

7.1 Services and Provider Materials. All right, title and interest in and to the Services and Provider Materials, including all Intellectual Property Rights therein, are and will remain with Provider and the respective rights holders in the Third-Party Materials. Customer has no right, license or authorization with respect to any of the Services or Provider Materials (including Third-Party Materials) except as expressly set forth in this Agreement or any applicable third-party license. All other rights in and to the Services and Provider Materials (including Third-Party Materials) are expressly reserved by Provider and the respective owners of the Third-Party Materials, as applicable.

7.2 Customer Data. As between Customer and Provider, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 7.3.

7.3 Consent to Use Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data: (a) to Provider, its Subcontractors and the Provider personnel as are necessary or useful to perform, analyze or make improvements to the Services; and (b) to Provider as are necessary or useful to enforce this Agreement and exercise its rights and perform its hereunder. This consent is freely transferable to third parties acquiring all or substantially all of the business or assets of Provider, or that part of Provider's business or assets to which this Agreement or the Services relate.

8. Term and Termination.

8.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect for the period set forth in Provider's proposal(s) accepted by the Customer (the "**Term**"). The Term may be extended or renewed with the parties' mutual agreement, including but not limited to an extension of the Term by means of a transition from a trial Customer to a paying Customer, which shall be deemed to be an automatic extension of this Agreement.

8.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: fails to pay any amount when due hereunder, and such failure continues more than 15 days after Provider's delivery of written notice thereof.

(b) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

8.3 Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;

(b) Customer shall immediately cease all use of any Services or Provider Materials; and

(c) Provider may disable all Customer and Authorized User access to the Hosted Services and Provider Materials.

8.4 Surviving Terms. Sections 1, 3.2, 3.3, 4, 5.3, 6, 7, 8.3, 8.4, 9, 10, 11, 12, 13 and 14 shall survive termination or expiration of this Agreement.

9. Disclaimer of Warranties. ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER.

10. Indemnification.

10.1 Customer Indemnification. Customer (the "**Indemnitor**") shall indemnify, defend and hold harmless Provider and its affiliates, and each of its and their respective officers, directors, employees, Subcontractors, agents, successors and assigns (each, a "**Indemnitee**") from and against any and all Losses incurred by such Indemnitee in connection with any claim, suit, action or proceeding (each, an "**Action**") by a third party (other than an affiliate of a Indemnitee) that arise out of or relate to any:

(a) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants or obligations under this Agreement;

(b) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement; or

(c) Customer's, or its Authorized Users, use of the Services or Provider Materials.

10.2 Indemnification Procedure. Provider shall promptly notify Customer in writing of any Action for which Provider believes it or any other Indemnitee is entitled to be indemnified. The **Indemnitees** shall cooperate with the **Indemnitor** at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this **Section 10.2** will not relieve the Indemnitor of its obligations under this **Section 10** except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11. Intellectual Property Infringement.

11.1 Mitigation. If any of the Services or Provider Materials are, or in Provider's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party terms of use or service, contract right or Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or Provider Materials is enjoined or threatened to be enjoined, Provider may, at its option and sole cost and expense:

(a) obtain the right for Customer to continue to use the Services and Provider Materials substantially as contemplated by this Agreement;

(b) modify or replace the Services and Provider Materials, in whole or in part, to seek to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing substantially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Provider Materials, as applicable, under this Agreement; or

(c) by written notice to Customer, immediately terminate this Agreement with respect to all or part of the Services and Provider Materials, and require Customer to immediately cease any use of the Services and Provider Materials or any specified part or feature thereof, provided that, subject to Customer's compliance with its post-termination obligations, Customer will be entitled to a refund of the

pro-rated fee Customer paid Provider covering any period after termination of the entirety of this Agreement.

THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND PROVIDER MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY TERMS OF USE OR SERVICE, CONTRACT RIGHTS OR INTELLECTUAL PROPERTY RIGHTS.

12. Limitations of Liability.

12.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL PROVIDER OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, (C) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (D) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF PROVIDER UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE AMOUNT OF FEES CUSTOMER PAID TO PROVIDER DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE FIRST ACT GIVING RISE TO PROVIDER'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13. Force Majeure. In no event will Provider be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control (a "**Force Majeure Event**"), including but not limited to acts of God, epidemic, pandemic, flood, fire, earthquake or explosion, war, terrorism, or other civil unrest, national or regional emergency, strikes or other industrial disturbances, unavailability of or limitation of access to online sources of information needed to provide the Services, passage of Law or any action taken by a governmental or public authority restricting or prohibiting Provider's provision of the Services, in whole or in part, or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation, or any mechanical or computer failure beyond Provider's reasonable control.

14. Miscellaneous.

14.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

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

14.3 Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement have binding legal effect only if in writing and sent to a party to the address for such party identified in the Provider proposal or otherwise at the time of subscription for the Services (or to such other address or such other person that such party may designate from time to time in

accordance with this **Section 14.3**). Notices sent in accordance with this **Section 14.3** will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

14.4 Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

14.5 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

14.6 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Provider's prior written consent, which consent Provider may give or withhold in its sole discretion. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this **Section 14.6** is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

14.7 No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.8 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed or electronically accepted or agreed to by an authorized representative of Company and Customer. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14.9 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.10 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania in each case located in the city of Pittsburgh and County of Allegheny, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

14.11 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.12 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by Customer of **Section 3.3** would cause Provider irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Provider will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.