

1. Definitions: Rules of Usage

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Affiliate" of any person or entity means another person or entity controlling, controlled by, or under common control with that first person or entity. For this purpose, control of an entity means the ability to control the business decisions of that entity through ownership, contract or otherwise, or the right to fifty percent (50%) or more of the earnings or profits of such entity.

"Agreement" means the Cover Page and each Schedule hereto, including the terms and conditions set forth in these Terms and Conditions, and all exhibits, attachments, riders, schedules and appendices to any of the foregoing, as the same may be amended from time to time and in effect.

"Confidential Information" means any and all information, written or oral, provided or made available by or on behalf of any person (each a "Disclosing Party") to another person (each a "Recipient") in connection with performance of obligations or exercise of rights under this Agreement, in any case that is a trade secret under applicable law, that is marked "confidential" or "proprietary" (or that bears similar markings or is otherwise clearly identified as confidential or proprietary), or that by its nature should reasonably be known by the Recipient to be confidential or proprietary; provided that, for the purposes of the foregoing definitions of Disclosing Party and Recipient, neither Foresite nor Customer shall be deemed to be a contractor of the other (or of any of such other party's Affiliates). Confidential Information includes, without limitation, information related to the Disclosing Party, its Affiliates, contractors and/or vendors and/or their respective businesses, products, services, business processes, financial condition, vendors, and contractors. Information of a contractor or vendor of a Disclosing Party, or another third party to whom a Disclosing Party owes a duty of confidentiality, will be treated as Confidential Information of the Disclosing Party if it meets the description above; and, for purposes of the foregoing, Confidential Information of a Foresite Partner shall be deemed Confidential Information of Foresite. Notwithstanding anything else, Confidential Information does not include information that: (a) was in the public domain before the date of this Agreement or that subsequently comes into the public domain other than as a result of disclosure by a Recipient in violation of this Agreement; (b) was or is lawfully received by a Recipient free of any obligation of confidentiality, as shown by such Recipient's files and

records prior to the time of disclosure; or (c) is independently developed by or on behalf of a Recipient without use of any Disclosing Party's Confidential Information, as shown by such Recipient's files and records prior to the time of disclosure. A Disclosing Party's Confidential Information includes material prepared by a Recipient to the extent it contains or references Confidential Information provided by such Disclosing Party.

"Customer OnBoarding Information" means the information and details regarding the Customer collected by Foresite, or delivered by Customer to Foresite during the OnBoarding.

"Customer Site(s)" or "Client Site(s)" means the Client site(s) specified in the Service Implementation Document (SID).

"Foresite Partner" means a person (including any distributor or reseller) appointed by Foresite for the sale of the Managed Services.

"Foresite Partner Invoice" means the invoice for the supply of the Managed Service issued by a Foresite Partner.

"OnBoarding" means the Implementation set forth and described in the Service Description.

"Initial Term" means the initial term set forth and described in the Service Implementation Document.

"Regulatory Authority" means any international, national, state, provincial, municipal, local, territorial or other governmental or quasi-governmental regulatory authority, department, or judicial or administrative body.

"Regulatory Requirement" means any law, ordinance, regulation, rule, judgment, order, declaration, decree, directive, legislative enactment, or other binding requirement of or by any Regulatory Authority. References to any Regulatory Requirement refer to such Regulatory Requirement in changed or supplemented form, or to a newly adopted Regulatory Requirement replacing a previous Regulatory Requirement.

"Service Levels" means the Service Levels set forth and described in the Service Description.

1.2 In this Agreement, unless a clear intention appears otherwise: (a) the singular number includes the plural number and vice versa; (b) reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (c) reference to any gender includes each other gender; (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) reference to any law means such law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect

from time to time, including rules and regulations promulgated thereunder; (f) “hereunder,” “hereof,” “hereto,” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular section or other provision hereof; (g) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; (h) “or” is used in the inclusive sense of “and/or”; (i) with respect to the determination of any period of time, “from” means “from and including” and “to” means “to but excluding”; (j) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; (k) references to “person” or “persons” means an individual, corporation, limited liability company, partnership, trust, joint venture or other legal entity; and (l) article and section headings herein are for convenience only and shall not affect the construction hereof; (m) section references shall be deemed to refer to all subsections thereof, unless otherwise expressly indicated.

2. Services

Foresite shall provide the Managed Services as set out in this Agreement.

2.1 Foresite shall be entitled to make changes to the Managed Services at any time which are necessary to comply with any applicable safety or other statutory requirement or which do not materially affect the nature or quality of the Managed Service.

2.2 The title in all intellectual property rights in the Managed Services and any hardware and software used in the provision of the Managed Services shall remain at all times with Foresite and/or its licensors.

3. OnBoarding

3.1 The OnBoarding will commence upon receipt by Foresite of:

(a) Foresite receiving from Customer such Customer OnBoarding Information as Foresite reasonably requests; and

(b) a purchase order from a Foresite Partner in respect of the provision of the Managed Services to the Customer.

3.2 The Managed Services and the Initial Term will commence as set out in the Service Initiation Document.

4. Fees and Payments

4.1 The Customer shall be invoiced at the commencement of the Initial Term or within 30 days from the date Foresite receives a purchase order from Customer, whichever is sooner. Implementation costs will be billed to customer once complete and verified by Customer. A set of Success Criteria will be used within the OnBoarding Process manage this.

4.2 In consideration for the Managed Services, the Customer shall pay all charges due under the Foresite Partner Invoice. All charges are exclusive of sales tax or any other applicable similar tax.

4.3 In the event that the Customer fails to pay the amounts due under the Foresite Partner Invoice by due date then (without prejudice of any other provision of this Agreement), Foresite shall be entitled, upon five (5) days written notice to Customer, to suspend the provision of the Managed Services until payment is received by Foresite in full. In the event that the Managed Services are so suspended, Foresite shall not be liable for any claim made by the Customer or for any damages incurred by the Customer as a result of such suspension.

5. Foresite Warranties

5.1 Foresite warrants that the Managed Service will be performed using reasonable skill and care in accordance with this Agreement.

5.2 Foresite warrants that the Managed Services will be available at the Service Levels. In the event that Foresite fails to meet any of the Managed Services Levels, the Customer shall be entitled only to the rebate(s) set out in Schedule C which, which shall be Foresite’s entire liability, and Customer’s exclusive remedy, whether in contract or in tort for its failure to meet any of the Managed Services Levels.

5.3 EXCEPT FOR THE WARRANTY OUTLINED IN SECTIONS 5.1 AND 5.2 ABOVE, NEITHER FORESITE NOR ANY OF ITS LICENSORS OR AFFILIATES MAKES, AND EACH HEREBY DISCLAIM, ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE, WITH RESPECT TO OR IN CONNECTION WITH, IN WHOLE OR IN PART, ANY MANAGED SERVICES PROVIDED BY FORESITE UNDER THIS AGREEMENT. NONE OF THE EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR OTHER PERSONNEL OF FORESITE HAS ANY AUTHORITY TO BIND FORESITE TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AS EXPRESSLY STATED IN SECTIONS 5.1 AND 5.2 ABOVE. NO ORAL OR WRITTEN INFORMATION, GUIDANCE OR ADVICE GIVEN BY FORESITE OR ANY OTHER PERSON OR ENTITY SHALL CREATE

ANY ADDITIONAL AFFIRMATION, REPRESENTATION OR WARRANTY BY FORESITE, AND CUSTOMER MAY NOT RELY THEREUPON.

6. Customer Representations and Warranties

The Customer hereby warrants to Foresite that: (a) it has not been induced to enter into this Agreement by any representations, affirmations or warranties, whether oral or in writing, except as specifically and expressly contained Section 5; and the Customer hereby waives any claim for breach of any such representations, affirmations or warranties which are not specifically and expressly contained Section 5; and (b) it has considered the limits of liability and remedies set forth in Sections 5 and 7, and determined the same to be reasonable having regard to the subject matter, value and all other aspects of this Agreement.

7. Limits of Liability

7.1 Subject to Sections 7.3 and 7.4, Foresite shall be liable to the Customer in respect of damage to the tangible property of the Customer resulting from the negligence of Foresite or its employees agents or sub-contractors provided that such liability is limited in respect of each event or services of connected events to sum total of Customer's annualized expenditure with Foresite.

7.2 Subject to Sections 5.2, 7.3 and 7.4, Foresite's entire liability in respect of any breach of its contractual obligations or any representations statement or tortuous act or omission including negligence or arising under or in connection with this Agreement (other than in respect of damage to the tangible property of the Customer) shall be limited in respect of each event or series of connected events to the greater of (x) the then prevailing annual charge payable by the Customer in respect of the Managed Services (or, if there is no annual charge, the then prevailing monthly charge multiplied by twelve (12)) and (y) sum total of Customer's annualized expenditure with Foresite; provided that in no event shall Foresite have any liability:

(a) for any loss, damage, costs, expenses or other claims for compensation arising from: (i) any information or instructions supplied by the Customer which are faulty, damaged, incomplete, incorrect, inaccurate, illegible, out of sequence, or in the wrong form, or arising from their late arrival or non-arrival; (ii) any virus or other malicious software code entering or leaving the Customer's computer system; (iii) any loss of or corruption to data on programs held or used by or on behalf of the Customer; (iv) the failure of Foresite to meet the Service Levels (apart from the rebates payable by Foresite set forth in the Service Description); or (iv) the infringement of any

(b) intellectual property rights of any third party in material transmitted in the provision of the Managed Services; or

(c) unless the Customer shall have served notice in writing of any facts which may give rise to a claim against Foresite hereunder within one (1) year (i.e. 365 days) of the date the Customer either became aware of the circumstances giving rise to a claim or the date when it should have reasonably become so aware.

7.3 Except as expressly provided in these terms and conditions all warranties (express or implied statutory or otherwise) including, without limitation, any implied warranty of satisfactory quality are hereby excluded to the fullest extent permitted by law.

7.4 TO THE MAXIMUM EXTENT ALLOWED BY LAW, NEITHER FORESITE NOR ANY OF ITS APPLICABLE LICENSORS SHALL BE LIABLE UNDER ANY CIRCUMSTANCES FOR: (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT DAMAGES OF ANY CHARACTER RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES RESULTING FROM ANY LOSS OF GOODWILL, LOSS OF INVESTMENT, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF USE, LOSS OF REVENUE, LOSS OF BUSINESS, OR LOSS OF PROFITS; EVEN IF ANY PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION (INCLUDING, BUT NOT LIMITED TO, ANY ACTION IN TORT OR CONTRACT) MAY BE BROUGHT; OR (B) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OF ANY KIND. THIS LIMITATION OF LIABILITY REFLECTS AN ALLOCATION OF RISK BETWEEN FORESITE AND CUSTOMER IN VIEW OF THE FEES CHARGED BY FORESITE TO CUSTOMER. THE LIMITATIONS OF THIS SECTION 7.4 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. Customer Obligations

8.1 The Customer shall ensure at all times that the information and material transmitted to or from and/or stored by Foresite in providing the Managed Services complies with the laws of all applicable jurisdictions.

8.2 The Customer shall provide Foresite with all technical data and other information that Foresite requires from time to time to enable Foresite to provide the Managed Services. All information given shall be accurate, complete and given in good faith and may be relied upon by Foresite.

8.3 The Customer shall not use the Managed Services in such a way that it would interfere with Foresite's ability to deliver the Managed Services or similar services to its other customers.

8.4 Foresite may (without any obligation to do so) take whatever action it considers necessary (including, without limitation, suspending the provision of the Managed Services) in the event that it considers that the Customer has failed to comply with its obligations set out in this Section 8, or in the event that there is disruption to the Managed Services due to the Customer's failure to meet the obligations set out in Sections 8.2 and/or 8.3; and, with respect to any of the foregoing, Foresite reserves the right to charge the Customer at Foresite's then current rates for any remedial work required.

8.5 The Customer undertakes to provide Foresite promptly with any information which Foresite may reasonably require from time to time to enable Foresite to proceed uninterrupted with the performance of its obligations under this Agreement.

8.6 The Customer hereby indemnifies Foresite in respect of any loss, liability, damages, costs and expenses which Foresite may suffer as a result of the failure of the Customer to comply with its obligation set out in this Section 8.

9. Term and Termination

9.1 Unless agreed otherwise in writing, this Agreement shall commence on the date set forth in Section 3.2 and continue for thirty-six (36) consecutive months unless sooner terminated pursuant to Section 9.2. This Agreement shall be automatically renewed for 12-month periods (each a "Renewal Term") at the expiration of the Initial Term and any Renewal Term (as applicable) unless either party gives written notice to the other of its desire not to so renew at least thirty (30) days prior to the expiration date of the Initial Term or such Renewal Term.

9.2 This Agreement may be terminated prior to natural expiration of the term:

(a) by Foresite upon giving notice in writing to the Customer if the Customer fails to pay any sum due to the Foresite Partner and such sum remains unpaid for thirty (30) days after date of due payment;

(b) by Foresite in its sole discretion in the event that the products managed under the Managed Services no longer have full manufacturer's support;

(c) by either party upon giving notice in writing to the other party if such other party has committed a material breach of this Agreement (other than a failure by the Customer to make any payment to the Foresite Partner in which event Section 9.2(a) shall apply) and such breach, if curable, shall not have been remedied within thirty (30) days after receipt of written notice from the non-breaching party describing such breach in reasonable detail;

(d) by either party upon giving notice in writing to the other party in the event that such other party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or shall become subject to, any proceedings under any bankruptcy (or similar laws relating to insolvency or the protection of rights of creditors) of any jurisdiction; or

(e) in the event of any force majeure event, upon the terms and conditions set forth in Section 12. A "force majeure event" is an event beyond the control of the terminating party which occurs after the Effective Date and which was not reasonably foreseeable by terminating party as of the Effective Date, and whose effects are not capable of being overcome without unreasonable expense or loss of time, including (without limitation) war, terrorism, civil unrest, blockades, boycotts, strikes, lock-outs and other general labor disputes, acts of government or public authorities, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions and general shortages/fluctuations/failures of energy, power surges, structural deficiencies of the building in which the Managed Services are to be performed, air conditioning failure, failures in external networks, any act or omission of the non-terminating party and/or any failure of telephone systems or the internet or any domain name server.

9.3 Termination of this Agreement shall be without prejudice to any rights or liabilities accrued at the date of termination. Upon termination:

(a) Foresite shall be entitled to cancel the provision of the Managed Services to the Customers;

(b) all invoices not in dispute shall become due and payable; and

(c) the Customer shall be obliged to remove all Foresite proprietary software and any other software residing on the security service appliance and to certify that this has been done.

10. Confidentiality: Non-Solicitation

10.1 Confidentiality - Generally. From time to time, a Disclosing Party may disclose or make available to a Recipient, whether orally or in physical form, Confidential Information of such Disclosing Party. Each Recipient is obliged to: (a) not make the Confidential Information of the Disclosing Party available to third parties without the Disclosing Party's express written permission; (b) take all appropriate measures to prevent disclosure to third parties of such Confidential Information; and (c) not use the Confidential Information of the Disclosing Party except for purposes of carrying out its obligations hereunder or exercising its rights to use such as Confidential Information

granted hereunder. The Recipient shall ensure that its Affiliates and, in the case of Customer, its personnel, are informed of and comply with the confidentiality obligations of this Section 10; and the Recipient shall be liable hereunder for any unauthorized disclosure or use of Confidential Information by any of its Affiliates or, in the case of Customer, its personnel. Notwithstanding the foregoing, a Recipient may provide access to Confidential Information of the Disclosing Party to its attorneys and to those of its employees, contractors, and advisors with a legitimate need to know such Confidential Information for purposes of performance of obligations for or on behalf of the Recipient, provided that any such employees, contractors, and advisors are bound to keep such Confidential Information confidential by obligations of confidentiality at least as restrictive as those contained herein.

(a) Permitted Disclosures. Notwithstanding the provisions of Section 10.1, each Recipient may disclose Confidential Information of a Disclosing Party to the extent such disclosure is: (i) authorized in writing in advance by the Disclosing Party; (ii) necessary in connection with the enforcement of this Agreement; or (iii) necessary to comply with any Regulatory Requirements; provided that a Recipient seeking to make any such disclosure will give the Disclosing prompt notice of such disclosure so that the Disclosing Party may comment in a reasonable period of time in advance on the form of disclosure to be made by such Recipient or seek an appropriate protective order. If, in the absence of a protective order, such Recipient is nonetheless legally required to disclose a Disclosing Party's Confidential Information, such Recipient may disclose such information without liability hereunder; provided, however, that such Recipient discloses only the minimum amount of Confidential Information required to be disclosed in order to comply.

(b) Notice and Cooperation. The Recipient will promptly notify the Disclosing Party of any information that comes to its attention regarding any actual, potential, or attempted disclosure or unauthorized use or other breach of confidentiality, or any weakness in security, regarding or threatening the Confidential Information of the Disclosing Party. Each Recipient shall provide reasonable cooperation with the Disclosing Party in any action deemed by the Disclosing Party to be reasonably necessary to protect the Confidential Information or proprietary rights of the Disclosing Party.

(c) Return of Confidential Information. Upon any termination/expiration of all or any part of this Agreement, or otherwise upon request of the Disclosing

Party, the Recipient shall (a) deliver the Disclosing Party any Confidential Information of any Disclosing Party in such Recipient's possession or under its control which is capable of being delivered, and (b) delete, erase, or otherwise destroy any Confidential Information of any Disclosing Party contained in any media in its possession or under its control which is not capable of delivery to the Disclosing Party.

10.2 Non-Solicitation. Customer agrees that, during the term of this Agreement until the second (2nd) anniversary of the termination/expiration date of this Agreement (the "**Non-Solicit Period**"), Customer shall not solicit, employ, or engage as an employee, independent contractor, or sales representative, or cause to be solicited, employed, or engaged as an employee, independent contractor, or sales representative, for or on behalf of such party or any third party, directly or indirectly, any individual who is an employee, sales representative, or independent contractor of Foresite at any time during the Non-Solicit Period, other than through a general solicitation not directed at any such individual, provided that Customer shall not hire any such individual who responds to any such general solicitation.

10.3 The confidentiality and non-solicitation obligations of this Section 10 will remain in force after the expiration/termination of this Agreement.

11. Data Protection

11.1 Each party undertakes as soon as reasonably practicable to obtain the requisite registrations under the data protection laws applicable to it, to maintain such registrations throughout the term of this Agreement and to comply with the provisions of the said laws insofar as they apply to such party and the Managed Services. The Customer, as data controller, hereby warrants that it has obtained all permissions required to provide Foresite, as data processor, with such personal data of Customer's employees and other third parties as Foresite reasonably requires to provide the Managed Services.

11.2 Each party shall indemnify the other against any loss or damage which the other may sustain or incur as a result of any breach by the other party of Section 11.1.

12. Force Majeure.

Notwithstanding anything else contained in this Agreement, neither party shall be liable for any failure in performing its obligations hereunder (other than payment obligations) if such failure is caused by a force majeure event. Subject to the party so delaying promptly notifying the other party in writing of the reasons for the failure (and the likely duration of the delay), the performance of such party's obligations shall be deemed to be suspended during the period that the said circumstances persist. Except where such failure is caused by the act or omission of the other party (in which event the

rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Agreement and by law): (a) any costs arising from such failure shall be borne by the party incurring the same; and (b) either party may, if such failure continues for more than sixty (60) days, terminate this Agreement upon giving notice in writing to the other in which event neither party shall be liable to the other by reason of such termination.

13. Miscellaneous.

13.1 Customer shall not assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of Foresite, which consent shall not be unreasonably withheld. Any assignment with consent does not release the assigning party from any of its obligations under this Agreement unless the consent so states. Any assignment in violation of this Section 13.1 shall be deemed null and void and of no force or effect for purposes of this Agreement.

13.2 This Agreement shall be binding upon, and inure to the benefit of, the parties, their affiliated companies, subsidiaries, successors, and permitted assigns (if any), except as otherwise herein expressly provided. No person other than the parties shall be entitled to bring any action to enforce this Agreement, and the terms of this Agreement are intended solely for the benefit of, and to be enforceable only by, the parties or their respective successors in interest or assigns as permitted under this Agreement. Each party hereto warrants that each individual signing and initialing this Agreement on behalf of such party is authorized to execute this Agreement on behalf of each such respective party.

13.3 This Agreement, including all appendices, exhibits, schedules and riders attached hereto, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior proposals, understandings and all other oral and written agreements between the parties relating to the subject matter hereof.

13.4 If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

13.5 No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy, nor shall any single or

partial exercise by any party hereto of any right or remedy hereunder preclude any other or further exercise thereof or of any other right or remedy.

13.6 Foresite and its personnel and agents, in performance of this Agreement, are acting as independent contractors and not as employees or agents of Customer. Under no circumstance will either party have the right or authority to enter into any contracts or assume any obligations for the other or to give any warranty to or make any representation on behalf of the other.

13.7 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, this Agreement or any other document (or signature page hereto or thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

13.8 All notices relating to this Agreement shall be in writing, signed by the party giving or making such notice or communication, and shall be delivered by: (a) personal delivery; (b) facsimile transmission; (c) postage-prepaid certified or registered mail (airmail if available), return receipt requested; or (d) reliable, commercial overnight courier service. Notices shall be sent to the respective addresses of the parties set forth in the Cover Page, or such other address as either party may specify in writing in accordance with this Section 13.8, and shall be deemed given upon receipt.

13.9 Except as specifically provided for in this Agreement, all remedies provided for in this Agreement are cumulative and are in addition to any right or remedies available to either party at law or in equity.

13.10 In addition to all other provisions which expressly survive termination/expiration of this Agreement,

or whose context requires such survival, the following provisions shall specifically survive termination/expiration of the License, Support or this Agreement: Sections 1 (**Definitions; Rules of Usage**) (for the purposes of interpreting other surviving provisions only); Section 5; 7 (**Limits of Liability**); 9.3; 10 (**Confidentiality; Non-Solicitation**); 12 (**Force Majeure**); and 13 (**Miscellaneous**) of this **Terms and Conditions**.

----- End -----