

# Shared Assessments Subscription Agreement

This Subscription Agreement ("**Agreement**") is made between the customer electronically accepting these terms or as otherwise identified in an ordering document ("**Customer**" or "**you**") and Shared Assessments LLC ("**Shared Assessments**") (each a "**Party**", together, the "**Parties**") and governs Customer's use of Shared Assessments' Licensed Content (as defined below).

If you enter into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity. If you do not have such authority, or if you do not unconditionally agree to these Terms, you have no right to use the Licensed Content.

## 1. **DEFINITIONS.**

**"Affiliate"** means, with respect to Shared Assessments, any person, corporation, or other business entity Controlled by, Controlling, or under common Control or ownership with Customer, whereby Control means: (a) the possession of the power to direct the policies and procedures of an entity and govern its operations; (b) the direct or indirect ownership of more than 50% of the equity interest in such corporation or business entity; and (c) the ability in fact to control the management decisions of such corporation or business entity.

**"Assessment Information"** means the information input by or on behalf of Customer or Customer's Authorized Recipients into the Licensed Content.

**"Authorized Recipients"** means: (a) Customer, (b) Customer's service providers or vendors in order to assess the service provider/vendor, (c) other recipients in order to provide documentation of Customer's risk management controls, practices, or policies and procedures, and (d) any governmental entity requiring access to the Licensed Content by law or for purposes of an investigation. For the avoidance of doubt, transferring the Licensed Content to another third party platform is not authorized without an amendment to this Agreement unless it is a Shared Assessments partner listed on the Shared Assessments website on the [SIG Licensee page here](#).

**"Intellectual Property Rights"** means all intellectual property rights throughout the world, including: (a) patents, disclosures of inventions (whether or not patentable), patent applications, reissues, reexaminations, utility model rights and design rights (registered or otherwise), and registered or other industrial property rights, (b) trademarks, service marks, corporate names, trade names, Internet identifiers, trade dress, and other similar designations of source or origin together with the goodwill symbolized by any of the foregoing, (c) copyrights, moral rights, design rights, database rights, data collections, and other sui generis rights, (d) trade secrets or other proprietary rights in confidential information or technical, regulatory and other information, designs, results, techniques, and other know-how, and (e) applications, registrations, and renewals for, and all associated rights with respect to, any of the foregoing in any part of the world.

**"Licensed Content"** means the documents provided by Shared Assessments designed to address issues related to third party risk assurance, including regulatory compliance and risk management. The Licensed Content may include the then-current version of the following documents which may be updated and amended by Shared Assessments from time to time: Standardized Control Assessment ("SCA") Procedure Tools, Shared Assessments' Standardized Information Gathering ("SIG") Questionnaire Tools, Vendor Risk Management Maturity Model ("VRMMM"), Data Governance Tools, (collectively the "Product Suite") and/or the ESG SIG.

**"Release Date"** means, for a document provided by Shared Assessments, the date on which the document was made available to any customer of Shared Assessments.

**"Permitted Purpose"** means Customer's internal business or compliance purposes of assessing Authorized Recipients, or providing documentation of Customer's risk management controls, practices, policies, and procedures to its Authorized Recipients. Subject to any exclusions or limitations found in any applicable addendums, Customer and Authorized Recipients may not generate revenue from the use of the Licensed Content.

**"Shared Assessments Website"** means any support website provided by Shared Assessments from which to download or use the Licensed Content).

**"Subsidiary"** means any entity in which Customer owns more than fifty percent (50%) of the outstanding voting securities.

**"Order Form"** means the applicable registration form, invoice, or click through agreement referencing these Terms.

## 2. **LICENSE GRANT AND RESTRICTIONS.**

**2.1.** Shared Assessments grants to Customer a non-transferable, non-exclusive, non-sublicensable, right to use, reproduce, and distribute the Licensed Content to Authorized Recipients for the Permitted Purpose and during the Term (as defined below). The same license may be granted to Customer's Subsidiary, upon written notice by Shared Assessments to Customer.

**2.2.** If Customer seeks to incorporate the Licensed Content into software or another product or service offered for license or sale by the Customer, it must first execute a separate addendum with Shared Assessments permitting such incorporation.

**2.3.** As a condition of the License granted in Section 2.1 of the Agreement, Customer shall: (a) on each copy of a Licensed Content sent to an Authorized Recipient, denote the name of the Authorized Recipient and Customer in the format "Sent to [Authorized Recipient] from [Customer] on [date of transmission]"; and (b) provide prompt written notice to Shared Assessments of suspected or known license violations related to this Agreement and the use of the Licensed Content.

**2.4.** As a condition of the license granted in Section 2.1 of the Agreement, Customer shall not: (a) provide access to the Licensed Content to any third party (except Authorized Recipients) or otherwise permit a third party (except Authorized Recipients) to use or benefit from the Licensed Content; (b) copy or reverse engineer the Licensed Content or otherwise attempt to discover any software components of the Licensed Content, (except to the limited extent that applicable law prohibits such restrictions); (c) use or export the Licensed Content in breach of any applicable laws, regulations, or restrictive measures; (d) store or transmit any viruses, spam, or duplicative messages, or any material that is unlawful, abusive, obscene, or harmful via the Licensed Content; (e) for data in or from the United States, input any Protected Health Information (as the term is defined in the Health Insurance Portability and Accountability Act of 1996 (as amended, superseded or replaced) in the Licensed Content; (f) modify the Licensed Content, except as described in Section 11 of the Agreement; (g) use the Licensed Content in a manner that infringes Intellectual Property Rights; nor (h) exercise (or permit Authorized Recipients to exercise) any right granted in Section 2.1 with respect to any Licensed Content having a Release Date earlier than two years prior to the first date of the Term. A current version of the Licensed Content

should be utilized.

2.5. Customer is responsible for all use of the Licensed Content (including any use of the Licensed Content by Authorized Recipients); and Assessment Information, and shall hold Shared Assessments and its Affiliates harmless and indemnify them for all third party claims, losses, damages, liabilities, costs (including legal fees) and expenses (except to the extent caused by a breach of the Agreement by Shared Assessments) arising out of or relating to claims that the use of the Assessment Information violates a third party's Intellectual Property Rights. Customer shall maintain the copyright notices, name, and marks that appear on the Licensed Content, or any materials relating to the Licensed Content and shall comply with applicable conventions regarding copyright and source of material attribution.

### **3. UPGRADES.**

3.1. Shared Assessments may issue new releases for the Licensed Content including upgrades and features, ("**Upgrades**") during the Term.

3.2. Shared Assessments is available to provide support with configuration, mapping support, and technical issues for an additional fee with a separate written agreement by the Parties.

### **4. FEES AND PAYMENT.**

Access to the Licensed Content will only be provided once this Agreement is fully executed and full payment is received by Shared Assessments. All payment obligations are non-cancelable, and all amounts paid are non-refundable (unless expressly stated otherwise in the Agreement). All payments shall be made in United States Dollars or as otherwise designated on the Order Form in full and cleared funds without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law) within thirty (30) days after the applicable invoice date ("**Payment Due Date**"). All sums payable under the Agreement are exclusive of value added tax (VAT) or any other local sales taxes, for which Customer shall be responsible. If payment has not occurred by the Payment Due Date, then without limiting any other right or remedy available to Shared Assessments, Shared Assessments reserves the right to charge a late fee ("**Late Fee**") of 1.5% of the invoice amount. Prior to charging Late Fees, Shared Assessments will contact Customer regarding the delinquency and verify receipt of the applicable invoice. Customer agrees to provide Shared Assessments with complete and accurate billing and contact information. Customer agrees that if payment is made via credit card or online payment processing platforms, an additional fee of 3% of the total transaction amount will be added to cover the costs associated with credit card processing. This fee is non-refundable and will be included in the total amount charged to the Customer's credit card. Customer shall be responsible for and shall pay to Shared Assessments all state and local taxes applicable to the Licensed Content and any other items provided by Shared Assessments under this Agreement, however designated or levied against sales, use, or delivery, whether now in force or enacted in the future.

### **5. LIMITATION OF COMPLIANCE. NO LEGAL ADVICE.**

Each Party is responsible for its own compliance with applicable laws and shall comply with all applicable laws. The Licensed Content does not constitute, nor shall any information contained in the Licensed Content be construed as, legal advice. The Licensed Content is not an exhaustive list of questions or procedures covering all laws and regulations in any jurisdiction that may apply to Customer or any of its Authorized Recipients. It is the responsibility of Customer and Customer's Authorized Recipients to determine how the Assessment Information is used in furthering their compliance with any applicable laws, regulations, policies, and standards. In addition, the Licensed Content is translated into various languages, and it is the responsibility of the Customer to confirm accuracy of the translation for its own use pursuant to Section 6 of the Agreement.

### **6. LIMITED WARRANTY AND DISCLAIMERS.**

6.1. SHARED ASSESSMENTS' DOCUMENTS ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHARED ASSESSMENTS DISCLAIMS AND EXCLUDES ALL WARRANTIES, CONDITIONS, REPRESENTATIONS OR OTHER TERMS RELATING TO THE LICENSED CONTENT AND/OR SHARED ASSESSMENTS' WEBSITE, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR OTHER TERMS OF SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PURPOSE OR A PARTICULAR PURPOSE.

6.2. Shared Assessments is not responsible for any delays, or delivery failures, or other loss or damage resulting from the transfer of data over communications networks and facilities which are not directly controlled by Shared Assessments.

### **7. SHARED ASSESSMENTS INDEMNITY.**

7.1. Shared Assessments, at its sole expense, agrees to defend Customer against any third-party claim that Customer's use of the Licensed Content, as made available by Shared Assessments to Customer and used in accordance with the Agreement, directly infringes a third party's Intellectual Property Right (an "**Infringement Claim**"), and indemnify Customer from the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction or agreed to in settlement; provided that: (a) Customer promptly notifies Shared Assessments in writing of the Infringement Claim; (b) Shared Assessments has sole control of the defense and all related settlement negotiations; (c) Customer provides Shared Assessments with the information, assistance, and authority to enable Shared Assessments to perform its obligations under this Section 7; and (d) Customer makes no admission of liability and does not compromise the ability of Shared Assessments to defend the claim. Customer may not settle or compromise any Infringement Claim without the prior written consent of Shared Assessments.

7.2. In any action based on an Infringement Claim, Shared Assessments, at its option and expense, will either: (i) procure the right for Customer to continue using the Licensed Content in accordance with the Agreement; (ii) make modifications to replace the Licensed Content so that the infringing Licensed Content becomes non-infringing without incurring a material diminution in utility of the Licensed Content; or (iii) terminate the right to use the infringing Licensed Content and refund to Customer the unused remainder of any Licensed Content fees prepaid by Customer and received by Shared Assessments for such infringing Licensed Content. Shared Assessments shall have no liability or obligations for an Infringement Claim pursuant to this Section 7 of this Agreement to the extent that it results from: (a) modifications to the Licensed Content made by a party other than Shared Assessments or by a party that is not under the direct control of Shared Assessments; (b) the combination, operation, or use of the Licensed Content with non-Shared Assessments products, software, or materials; or (c) use of the Licensed Content outside the scope of the Agreement; or (d) Shared Assessments' use of any Assessment Information, or Customer's insertion of Assessment Information, designs, instructions, specifications, or the like ("**Customer Materials**"), if any, within the Licensed Content to the extent the

Infringement Claim was caused by such Customer Materials. This Section 7 sets out Customer' sole and exclusive remedies and Shared Assessments' entire liability with respect to claims subject to indemnification under this Section 7.

## **8. LIMITATION OF LIABILITY AND DAMAGES.**

**8.1.** EACH PARTY'S TOTAL AGGREGATE LIABILITY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER THEORY, WITH RESPECT TO ALL SUBJECT MATTER RELATING TO THE AGREEMENT, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO SHARED ASSESSMENTS (WHETHER OR NOT INVOICED) UNDER THE AGREEMENT IN THE YEAR PRECEDING THE FIRST EVENT GIVING RISE TO A CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

**8.2.** NEITHER PARTY WILL BE LIABLE FOR ANY: (A) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (B) LOSS OF REVENUES; (C) LOSS OF PROFITS; (D) LOSS OR INACCURACY OF DATA; OR (E) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING IN CONNECTION WITH THE AGREEMENT, IN EACH CASE, REGARDLESS OF THE FORM OF ACTION (AND WHETHER (B) THROUGH (E) ARE DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL), WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER THEORY.

**8.3.** THE LIMITATIONS AND EXCLUSIONS CONTAINED IN SECTIONS 8.1 AND 8.2 SHALL NOT APPLY TO BREACHES OF LICENSE RESTRICTIONS SET OUT IN SECTION 2 OF THE AGREEMENT, INDEMNIFICATION OBLIGATIONS, CUSTOMER'S PAYMENT OBLIGATIONS, A BREACH OF SECTION 9 (CONFIDENTIALITY AND PROPRIETARY INFORMATION), AND WILLFUL MISCONDUCT.

## **9. CONFIDENTIALITY AND PROPRIETARY INFORMATION.**

A Party (the "**Receiving Party**") may receive Confidential Information of the other Party (the "**Disclosing Party**"), and the Receiving Party shall keep all such Confidential Information confidential and protect it by using the same level of care and discretion that the Receiving Party uses with respect to its own, similar Confidential Information, which will be in no case less than reasonable care and discretion. The Receiving Party shall not disclose Confidential Information to any person other than such Party's Authorized Recipients or suppliers who have a need to know that Confidential Information, provided that the Receiving Party remains responsible for the confidentiality of the information. The Parties shall not use Confidential Information for any purpose other than as necessary to exercise rights or fulfill obligations under the Agreement. Without limiting the foregoing, either Party may disclose Confidential Information to a government authority if that disclosure is: (a) required by law or (b) necessary to exercise its rights or perform its obligations under and in accordance with the Agreement. In the Agreement, "**Confidential Information**" means business information of a confidential or proprietary nature (including trade secrets and information of commercial value), including without limitation, pricing, software code and underlying technical or business information that is disclosed or provided to Receiving Party by or on behalf of Disclosing Party pursuant to the Agreement (or potential future purchases subject to this Agreement); provided, however, that Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (iii) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (iv) is input into the Licensed Content or (v) is independently developed by the Receiving Party. This Section shall apply during the Term of this Agreement, and for three (3) years after the Agreement's termination. For avoidance of doubt, Parties agree that Confidential Information includes but is not limited to Shared Assessments' Intellectual Property and Licensed Content.

## **10. TERMINATION; SUSPENSION.**

**10.1.** Without affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if the other Party breaches a material obligation under the Agreement that has not been cured (if curable) within thirty (30) days of the effective date of such written notice requiring the remedy of such breach or if either Party (a) announces a cessation of its entire business or becomes insolvent; (b) elects to dissolve and wind-up its business; (c) makes a general assignment for the benefit of creditors; or (d) petitions for or appoints (or a third party causes to be appointed for itself) a receiver, custodian, or trustee to take possession of all or substantially all of that Party's property. The Agreement will also terminate automatically upon the termination of all Order Forms unless automatically renewed pursuant to Section 15.

**10.2.** Upon termination of the Agreement by any means, the rights granted under Section 2.1 of the Agreement will terminate and Customer shall promptly destroy any and all Shared Assessments' Confidential Information, and (a) cease all downloading, use, access to, and reproduction of the Licensed Content immediately upon the termination of this Agreement; (b) provide Shared Assessments with written verification that the preceding obligation above has been completed within 30 days of termination; and (c) subject to the terms herein, Customer may retain a copy of the Licensed Content for archival purposes only. Otherwise, the terms of the Agreement will remain in effect with respect to such Confidential Information; and (d) Shared Assessments will remove access to the Licensed Content.

**10.3.** Without limiting the foregoing, Shared Assessments may upon fourteen (14) days' prior written notice suspend or limit Customer's access to or use of the Licensed Content without liability if (a) Customer's account is past due, (b) Customer's use of the Licensed Content breaches Section 2 of the Agreement, or (c) for any infringement or misappropriation of Shared Assessments' Intellectual Property Rights in the Licensed Content under Section 11 of this Agreement; provided that Shared Assessments will promptly end such suspension (except in the case of infringement or misappropriation of Shared Assessments' Intellectual Property Rights) when Customer cures the foregoing (without prejudice to Shared Assessments' other remedies in respect of the applicable breach).

**10.4.** Termination of the Agreement shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

## **11. INTELLECTUAL PROPERTY.**

**11.1.** Shared Assessments owns all Intellectual Property Rights embodied in the Licensed Content provided by Shared Assessments under the Agreement, including all modifications or derivatives thereof and any modifications proposed by Customer. Customer may subdivide the Licensed Content into provisions that are appropriate for Authorized Recipients. No modifications other than this subdivision may be made to the Licensed Content without Shared Assessments' express written consent. No rights are granted to Customer other than as expressly set forth

Proprietary/Internal

in the Agreement. Shared Assessments does not convey any Intellectual Property Rights other than those expressly provided herein.

**11.2.** Shared Assessments shall be the sole owner of any newly developed Intellectual Property Rights related in any way to the Upgrades or newly developed Licensed Content. Customer hereby (a) grants Shared Assessments a non-exclusive, perpetual, irrevocable, worldwide license to use, for creation of such Upgrades or newly developed Licensed Content, any requests, feedback, or ideas ("**Feedback**") from Customer; and (b) assigns to Shared Assessments any of these newly developed Intellectual Property Rights that result from Feedback.

## **12. SURVEYS.**

**12.1.** With seven business days' notice, Shared Assessments or its third-party designee may conduct periodic surveys on a remote basis for the sole purposes of verifying Customer's use of the Licensed Content in compliance with the Agreement.

**12.2.** Upon a written request from Shared Assessments, Customer will provide reasonable estimates of its usage of the Licensed Content for Shared Assessments' planning purposes, including the total distribution of the Licensed Content to Authorized Users over the requested reporting period.

## **13. NOTICE.**

Except as otherwise provided herein, all notices under the Agreement shall be deemed properly given and effective (a) when deposited in the United States certified mail, registered mail, postage prepaid or return receipt requested; or (b) when deposited with an internationally recognized overnight delivery service such as Federal Express with all fees and charges prepaid, and in each case addressed to the contact on the Order Form. Notices to Shared Assessments LLC should be sent to 1751 Calle Medico, Suite N, Santa Fe, NM 87505, with an email copy to legal@sharedassessments.org.

## **14. NONASSIGNABILITY.**

Except for an assignment by Shared Assessments to a wholly owned Affiliate, neither the rights nor the obligations arising under the Agreement are assignable or transferable by either Party without the other Party's prior written consent (which will not be unreasonably withheld), and any such attempted assignment or transfer shall be void and without effect.

## **15. EFFECTIVE DATE; TERM; GOVERNING LAW AND JURISDICTION; SEVERABILITY.**

**15.1.** The Agreement shall become effective on the date of execution or acceptance of the Agreement or Order Form between the Parties (the "**Effective Date**") and shall continue for a period of twelve (12) months ("**Initial Term**") or such other period indicated on the Invoice. The Agreement shall automatically renew for an additional twenty-four (24) month term (each, a "**Renewal Term**," together with the Initial Term, the "**Term**") on Shared Assessments' then-current pricing and terms unless either party provides notice of its intent not to renew at least thirty (30) days in advance of the end of the Initial Term or current Renewal Term. Shared Assessments will provide Customer with sixty (60) days' notice of an upcoming Renewal Term. Any notice provided under this Section may be accomplished via email or electronically submitted invoice or notice. For clarity, this auto-renew provision only applies to this Agreement and does not obligate any additional payment from Customer outside what has already been agreed to in the Order Form.

**15.2.** The Agreement and any dispute or claim (including non-contractual disputes or claims) arising under or in connection with the Agreement, its subject matter, or formation shall be governed by and construed in accordance with the governing law identified in Section 15.5 and will be resolved in accordance with such jurisdiction. The Parties consent to the exclusive jurisdiction of such court and waive any personal jurisdiction or venue defenses otherwise available. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded and will not apply to the Agreement. In any action to enforce the Agreement, the prevailing party will be entitled to reasonable costs and attorneys' fees actually incurred. No claim or action may be brought by either Party against the other Party arising in any way out of the Agreement after one year from the date on which the cause of action arose (and regardless of the nature of the claim or form of action) provided, however, the foregoing limitation shall not apply to any claim or action related to the infringement of a Party's Intellectual Property Rights.

**15.3.** Each provision of the Agreement shall be considered severable such that if any provision conflicts with any existing or future law, or is held to be illegal, unenforceable, or invalid by a court, the other provisions of the Agreement shall be limited or modified to the minimum extent necessary to make it valid, legal, and enforceable and so that the Agreement shall otherwise remain in effect.

**15.4.** The Agreement and all related documentation are and will be in the English language and all disputes arising under the Agreement shall be resolved in the English language.

**15.5.** The governing laws for this Agreement are the laws of Delaware, USA. The Parties hereby agree that the exclusive jurisdiction and venue for any and all disputes, claims, or controversies arising out of or relating to this Agreement shall be the state and federal courts located in the State of Delaware

## **16. ENTIRE AGREEMENT; MODIFICATIONS; WAIVERS; THIRD PARTY RIGHTS.**

**16.1.** The Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and the Licensed Content, superseding all other proposals, purchase orders, communications, and understandings, oral or written, relating to that subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. To the extent there is any conflict or inconsistency between the Terms and

any Order Form, the Order Form shall prevail to the extent of any such conflict or inconsistency. Any additional or different terms or conditions proposed by Customer are hereby expressly excluded.

16.2. Except as expressly provided in the Agreement, any modifications of the Agreement must be in writing and signed by both Parties.

16.3. Any waiver of any provision of the Agreement must be in writing and will not be deemed a waiver of any other provision. Waiver by a Party of a breach of any provision of the Agreement by the other Party will not operate as a waiver of any other or subsequent breach by such breaching Party.

16.4. The Agreement does not confer any right or benefit on any person who is not a Party to it and no one other than a Party to the Agreement, their successors and permitted assignees shall have any right to enforce any of the terms of the Agreement.

**17. GENERAL AND LOGO USE.**

17.1. Customer agrees to allow Shared Assessments to publicly use Customer's logo for publicity/marketing purposes. Shared Assessments will cease using Customer's logo at its written request.

17.2. A delay by either Party in performing its obligations (except for the payment obligations herein) will not be a breach of the Agreement if caused by fire, flood, other acts of God or other event beyond the reasonable control of such Party. The affected Party will notify the other Party of such event and resume performance as soon as possible.

17.3. The Agreement may be executed in any number of counterparts, each of which is an original, but all the counterparts together constitute the same document. Delivery of an executed counterpart of a signature page to the Agreement by e-mail or other electronically delivered signatures of the Parties shall be as effective as delivery of a manually executed counterpart of the Agreement.

17.4. Nothing in the Agreement is intended to create a joint venture, partnership, agency, or employment relationship between the Parties. The Parties acknowledge and agree that their relationship is solely that of independent contractors.

17.5. Sections 1, 2.3, 2.4, 2.5, 4, 6, 7, 8, 9, 10, 11, 14, 15, 16, and 17 of the Agreement, as well as any other sections which would survive termination due to the content of such section, will survive the termination of the Agreement.

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