MASTER SERVICES AGREEMENT

This Master Services Agreement (including all referenced attachments, this "**Agreement**") is entered into on the Order Effective Date identified in the applicable Order (defined below) between Unsupervised.com, Inc. ("**Unsupervised**"), and the customer identified in the Order ("**Customer**"). The parties agree as follows.

1. OFFERINGS.

1.1 Unsupervised Software. Subject to the terms and conditions of this Agreement and Customer's payment of all applicable Fees (defined below), Unsupervised will provide the Offerings set forth in one or more mutually agreed upon written orders referencing this Agreement (each an "**Order**") specifying the licenses to Unsupervised's software ordered for on-premise or private cloud deployments (the "**Software**"), access rights to the Unsupervised software-as-a-service platform for Unsupervised cloud hosted deployments (the "**Platform**"), support services ("**Support**"), and professional services ("**Professional Services**" and, together with Support, "**Services**") ordered by Customer under this Agreement (collectively, the "**Offerings**"). To the extent of any conflict between this Agreement and an Order, the terms of the Order shall control but only with respect to the subject matter of that Order.

1.2 License. Subject to the terms of this Agreement and applicable Order, and for the Offerings specified in the Order, Unsupervised hereby grants Customer for the period specified in the applicable Order a non-exclusive, non-sublicensable, non-transferable (except for permitted assignments of this Agreement) license, in accordance with the documentation made available by Unsupervised ("**Documentation**"): (a) with respect to on-premise or private cloud deployments (if and as set forth in the applicable Order), to install and internally reproduce and use the Software described in the applicable Order (including, solely with respect to a private cloud deployment, as reflected in an Order, via a third-party hosted services provider), or (b) with respect to an Unsupervised cloud hosted deployment (if and as set forth in the applicable Order), access and use the Platform subject to any usage limitations (such as number of users) described in the applicable Order and Documentation.

1.3 Restrictions. Customer may use the Offerings ordered by Customer (as reflected in an Order) solely for Customer's internal business purposes. Customer will not: (a) modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the Offerings or use, evaluate or view the Offerings for the purpose of designing, modifying, or otherwise creating any environment, program, or infrastructure or any portion thereof, which performs functions similar to the functions performed by the Offerings (except to the extent allowed by applicable law regardless of Unsupervised's objection); (b) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Offerings (or Documentation) for the benefit of any unauthorized third party; (c) allow any third party to access the Offerings (or Documentation), except as expressly allowed herein; or (d) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels in the Offerings or Documentation (or any copies thereof).

1.4 Delivery, Acceptance, and Installation of Software. With respect to on-premise or private cloud deployments (if and as set forth in the applicable Order), Unsupervised will deliver to Customer a download link which Customer may use to access the Software via electronic download. Customer is responsible for installing the Software in accordance with the Documentation and any installation instructions provided by Unsupervised. Delivery will be deemed complete upon the delivery of the download link to Customer.

1.5 Private Cloud Deployment. With respect to a private cloud deployment, as reflected in an Order, Unsupervised will make the Software available as described in Section 1.4 ("Delivery, Acceptance, and Installation of Software") and Customer will, at its own expense, provide for the hosting of the Software, as well as for any telecommunications or computer network hardware required by Customer or to access

the Software from the Internet.

1.6   **Support**. Any Support ordered by Customer pursuant to an Order will be provided: (a) for the Fees and on the terms described in the applicable Order; and (b) in a professional manner and in accordance with industry standard practices.

1.7   **Professional Services**. Where the parties have agreed to Unsupervised's provision of Professional Services, the details of such Professional Services will be set out in a statement of work ("**SOW**") attached to the applicable Order. The SOW will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; (c) the Fees applicable for the performance of the Professional Services; and (d) such other terms and conditions as may be agreed by the parties. Any Professional Services ordered by Customer pursuant to an Order will be provided in a professional manner and in accordance with industry standard practices.

1.8   **Order Changes for Professional Services**. Customer may at any time request a modification to the Professional Services to be performed pursuant to an applicable Order and/or SOW by written request to Unsupervised specifying the desired modifications. Unsupervised will, within a reasonable time following receipt of such request, submit an estimate of the cost or increased Fees for such modifications and a revised estimate of the time for performance of the Services pursuant to a newly prepared Order and/or SOW. If accepted in writing by Customer, such modifications in an Order and/or SOW shall be performed under the terms of this Agreement. Modifications in any Order and/or SOW shall become effective only when a written change request is executed by authorized representatives of both parties. Customer shall make available in a timely manner at no charge to Unsupervised all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer reasonably required by Unsupervised for the performance of the Services as specified in an applicable Order and/or SOW.

2.   INTELLECTUAL PROPERTY.

2.1   **Customer Data**. For the purposes of this Agreement, "**Customer Data**" means all data, information, and other content provided to Unsupervised or its contractors by or for Customer in connection with Customer's use of the Offerings (including information imported to the Platform by or on behalf of Customer), and all data and information in all reports provided by the Software to Customer. Customer exclusively owns and retains all rights, title and interest in and to the Customer Data, except for any pre-existing Offerings components contained in such Customer Data (e.g., report templates). Customer hereby grants to Unsupervised and its authorized representatives and contractors a non-exclusive and non-transferable (except for permitted assignments of this Agreement) right and license to use, process, store, and transmit, and disclose Customer Data solely to provide the Offerings to Customer and fulfill other obligations described in this Agreement. For the avoidance of doubt, Unsupervised owns all right, title, and interest in and to statistical, aggregated, or similarly anonymized information, intelligence, and machine learning generated by the operation of the Platform and may use it for any purpose, on the condition such information does not include identifiable Customer Data and does not identify, and cannot be traced back in any way to, Customer or any person.

2.2   **Customer Patterns**. Subject to the terms of this Agreement, the reports and patterns provided by the Offerings and any other materials specifically identified as "assigned work product" in an Order (excluding any general or preexisting formats for the reports or other pre-existing materials) are the property of Customer and Unsupervised hereby assigns its rights in the same to Customer.

2.3   **Limited License**. The Offerings are licensed, not sold. Unsupervised and its suppliers exclusively own and retain all rights, title, and interest in and to the Offerings (including the Software and Documentation therein) and all additions and modifications to the Offerings, including all intellectual property rights therein. Notwithstanding anything to the contrary in this Agreement, no license or right is granted in this Agreement except as specifically and expressly stated herein.

2.4   Customer Name and Logo Use. During the Term, Unsupervised may include Customer's name and logo in Unsupervised's standard marketing materials and customer lists. Unsupervised agrees to follow any usage or brand guidelines provided by Customer when using Customer's name and logo for such purposes.

2.5   Open Source Software. Certain items of independent, third-party code may be included in the Software that are subject to open source licenses ("**Open Source Software**"). Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. Unsupervised is not responsible for Customer's use of such Open Source Software if made apart from authorized use of the Offerings under this Agreement.

2.6   Feedback. If Customer provides any feedback, comments, or ideas to Unsupervised regarding the Offerings or improvements thereto ("**Feedback**"), Customer hereby grants Unsupervised a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate the Feedback into Unsupervised's offerings.

3.   TERM AND TERMINATION.

3.1   Term. The term of this Agreement will commence on the Effective Date and remain in effect until terminated in accordance with this Section 3 (the "**Term**").

3.2   Termination for Convenience. Provided there is no Order then in effect, either party may terminate this Agreement for convenience upon sixty (60) days written notice to the other party.

3.3   Termination for Cause. Either party may terminate this Agreement or an individual Order upon written notice if the other party is in material breach of this Agreement or terms of the Order, and such breach remains uncured for thirty (30) days following the breaching party's receipt of written notice of such breach.

3.4   Effect of Termination. Termination of an Order will not terminate this Agreement or any other outstanding Orders. Termination of this Agreement will result in the termination of any and all Orders then in effect. Upon expiration or termination of this Agreement, or an Order as the case may be, for any reason, (a) the rights and licenses granted to Customer hereunder will cease, (b) Customer will promptly discontinue all use of the Offerings, and (c) Customer must immediately destroy any locally installed Software and all Documentation and all copies thereof (including copies stored in computer memory). With respect to a private cloud deployment, as reflected in an Order, Customer will promptly cease the hosting of the Software via its third-party hosted services provider. Customer will, upon Unsupervised's request, certify in writing the complete destruction of all copies of the Software and Documentation and cessation of hosting (if applicable). Termination of the Agreement will be without prejudice to either party's rights to seek recovery of damages or pursue any other remedies it may have hereunder or under applicable law.

3.5   Survival. Sections 1.3, 2, 3.4, 3.5, 4, and 5-10 of this Agreement, will survive the expiration or termination of this Agreement for any reason.

4.   FEES AND TAXES.

4.1   Fees. The fees for the Offerings will be set forth in each Order ("**Fees**") and Customer will pay all such Fees in accordance with the terms of this Agreement and the applicable Order. Unless otherwise set forth in the applicable Order, all Fees due hereunder will be paid quarterly in advance, are non-refundable, will be paid in U.S. dollars, and will be due within thirty (30) days of the date of the invoice therefor. Should Customer require a PO to purchase, such PO must be issued within ten (10) days of the Order Effective Date. Customer's failure to issue a PO shall not relieve Customer of its payment obligations hereunder. Fees must be received by Unsupervised in full, and Customer is responsible for any bank, payment processor, or other third-party charges that may apply when making payments.

4.2   Taxes. Unsupervised's Fees do not include any taxes, levies, duties or similar governmental

assessments of any nature (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes on Unsupervised's net income. If Unsupervised has the legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, Unsupervised will invoice Customer and Customer will pay that amount unless Customer provides Unsupervised a valid tax exemption certificate from the appropriate taxing authority. Customer is responsible for payment of all taxes associated with fees due under the Agreement, other than U.S. taxes assessed on Company's net income or personal property. All amounts payable shall be paid in full in U.S. dollars, free and clear of any deductions or withholdings of any kind, except for those required by any law or regulation binding on Customer. If Customer is legally obligated to make any deduction or withholding from any payment under this Agreement, it shall also pay whatever additional amount is necessary to ensure that Unsupervised receives the full amount otherwise receivable had there been no deduction or withholding obligation.

5.   CONFIDENTIALITY.

5.1   Confidential Information. Each party acknowledges that the Confidential Information (as hereinafter defined) of the other party may contain information valuable to the Disclosing Party, and each party that receives such Confidential Information (the "**Receiving Party**") from the other party (the "**Disclosing Party**") agrees that Confidential Information will remain the property of the Disclosing Party. Receiving Party will not make use of Disclosing Party's Confidential Information, except as authorized by this Agreement and to the extent necessary for performance or enforcement of this Agreement; and Receiving Party will not disclose Disclosing Party's Confidential Information to any third party, except to such Receiving Party's employees and contractors who need to know such information in order for such party to perform this Agreement and only to the extent they are bound by confidentiality and non-use obligations not less restrictive than this Agreement. "**Confidential Information**" means all information that is, or should be reasonably understood to be, confidential or proprietary information of the Disclosing Party (and its suppliers, contractors and customers), including without limitation information concerning its business, products, services, finances, employees, contractors, software, notes, documentation, tools, processes, protocols, product designs and plans, customer lists and other marketing and technical information; and the terms of this Agreement, whether disclosed orally or in writing by any other media. Confidential Information of Unsupervised includes, without limitation, all Software and Documentation included in the Offerings. Confidential Information of Customer includes, without limitation, the Customer Data. Confidential Information excludes information that (a) is or becomes generally known to the public through no fault or breach of this Agreement by the Receiving Party; (b) is independently developed by a party without reference to the Confidential Information of the other party; (c) was in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party; or (d) is rightfully obtained by a party from a third party without restriction on use or disclosure. Notwithstanding the foregoing, the Receiving Party will not be in violation of this Section with regard to disclosure of Confidential Information in response to an order or subpoena of a court, agency or tribunal of competent jurisdiction, or pursuant to any applicable law or regulation, provided that the Receiving Party provides the Disclosing Party with prior written notice of such disclosure to the extent reasonably practicable and legally permissible in order to permit the Disclosing Party to seek confidential treatment of such information.

5.2   Personal Data. Notwithstanding any other provision of this Agreement or Orders, including any addenda incorporated into this Agreement pursuant to Section 9 ("Compliance with Law"), Unsupervised shall not be liable for the unauthorized disclosure of or access to Personal Data as defined in Section 9 unless such disclosure or access was caused by Unsupervised's negligent failure to follow required security procedures and protocols as specified in this Agreement, Order, or addenda.

6.   REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

6.1   Each party represents and warrants to the other party that (a) it has and will have full right and authority to enter into this Agreement, (b) this Agreement will be enforceable against it, and (c) the entry into and performance of this Agreement by it do not contravene other agreements or governmental orders to which it is subject.

6.2   Unsupervised represents and warrants that the Services shall be performed in a diligent, reasonably timely, technically competent and professional manner in accordance with applicable industry standards and the terms of this Agreement and any SOW.

6.3   Unsupervised represents and warrants that the Software, Platform, and any deliverables under a Professional Services SOW, will operate as specified in the Documentation and other agreed specifications in all material respects when used as authorized in normal operating conditions. In the event of operation of the Software, Platform, or other deliverable is incorrect, incomplete, defective, in error or otherwise not in conformity with the terms of this Agreement or an applicable SOW ("**Error**"), then as Customer's sole and exclusive remedy, Customer shall promptly inform Unsupervised of the Error and Unsupervised shall use best efforts to, at its option, promptly correct, complete, repair, or find a commercially reasonable work-around for such Error at no charge to Customer. In the event that the Error cannot be resolved within a reasonable time after notification, Customer may terminate this Agreement and/or the applicable SOW upon written notice and receive a refund of any fees already paid to Unsupervised for the non-conforming Offering, pro-rated based on any period of use prior to reporting the Error.

6.4   Unsupervised will use best efforts consistent with industry standards to prevent the Offerings as provided by Unsupervised from including any malicious code, files, scripts, agents or programs intended to do harm, including, without limitation, those that would introduce viruses, worms, or Trojan horses into Customer's systems.

6.5   Customer represents and warrants to Unsupervised that Customer has the legal right and authorization to provide Customer Data to Unsupervised for processing under the terms and conditions of this Agreement and any applicable Order, and Customer has obtained consents required, if any, to legally authorize Unsupervised to process such Customer Data as instructed by Customer.

6.6   **Disclaimer**. EXCEPT AS EXPRESSLY PROVIDED IN THIS <u>REPRESENTATIONS AND WARRANTIES; DISCLAIMER</u> SECTION, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, UNSUPERVISED DOES NOT REPRESENT OR WARRANT THAT THE OFFERINGS WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR BE UNINTERRUPTED, SECURE, COMPLETE, ERROR-FREE, OR FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR THAT ALL DEFECTS WILL BE CORRECTED.

7.   **INDEMNIFICATION**.

7.1   **By Unsupervised**. Unsupervised will indemnify, defend, and hold harmless Customer from and against any third-party suit and the damages awarded therein ("**Claim**") to the extent it alleges: (a) that the Offerings infringe the intellectual property rights of such third party.

7.2   **By Customer**. Customer will indemnify, defend, and hold harmless Unsupervised from and against any and all Claims to the extent it alleges that any Customer Data infringes the intellectual property or other rights of such third party.

7.3   **Indemnification Procedure**. Each party's indemnification obligation above is subject in each instance to the indemnified party (i) promptly giving notice of the Claim to the indemnifying party; (ii) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnified party will have the right to approve any material liability imposed on and borne by the indemnified party in connection with such settlement); and (iii) providing to the indemnifying party all information and reasonable assistance related thereto.

7.4   **Exceptions**. Notwithstanding the foregoing, Unsupervised will not have any indemnification

obligations pursuant to this Agreement to the extent any Claim arises from (i) use of the Offerings outside the scope of the rights granted to Customer in this Agreement; (ii) use of the Offerings with other products, software or materials not furnished by Unsupervised where the Offerings would not themselves be infringing; or (iii) the modification or improvement of the Offerings by Customer or any third party; or (iv) any continued use by Customer of an allegedly infringing item or continued allegedly infringing activity by Customer after Unsupervised has replaced or modified the item or instructed Customer to modify the activity so that it becomes non-infringing. Customer will not have any indemnification obligations pursuant to this Agreement to the extent any Claim arises from Unsupervised's processing of Customer Data outside the scope of authorization granted to Unsupervised by Customer.

7.5   Replacement or Modification. Should the use or provision of any Offerings or portion thereof be enjoined or threatened to be enjoined or determined by Unsupervised to potentially be infringing any third party intellectual property right, Unsupervised will notify Customer and, at Unsupervised's option and expense Unsupervised may: (a) procure for Customer the right to continue use of the Offerings as contemplated under this Agreement, (b) replace or modify the Offerings to be non-infringing while maintaining substantially the same features and functionality, or (c) if "(a)" or "(b)" are not reasonably feasible for Unsupervised, then Unsupervised will have the right to terminate the obligations with regards to such Offerings.

8.   LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF THE <u>LICENSE, RESTRICTIONS,</u> OR THE <u>CONFIDENTIALITY</u> SECTIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, FINES OR PENALTIES, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES OR TECHNOLOGY, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON THE BASIS OF WHICH ANY CLAIM FOR DAMAGES IS BROUGHT, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STATUTE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO BREACHES OF THE <u>CONFIDENTIALITY</u> SECTION, OBLIGATIONS PROVIDED IN THE <u>INDEMNIFICATION</u> SECTION, AND CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE APPLICABLE ORDER FORM(S), IN NO EVENT WILL EITHER PARTY'S LIABILITY TO THE OTHER UNDER OR RELATING TO THIS AGREEMENT EXCEED THE EQUIVALENT OF TWELVE (12) MONTHS OF FEES PAID OR PAYABLE FOR THE OFFERINGS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE LIABILITY.

9.   COMPLIANCE WITH LAW. In performing its obligations or exercising its rights under this Agreement, each party will comply with all applicable laws, rules, and regulations at all times, including but not limited to any applicable laws, rules, and regulations of the United States and other jurisdictions relating to export or re-export of technology. In the course of providing the Offerings to Customer, Unsupervised may receive and process information that can be used to uniquely identify, contact or locate a natural person, including but not limited to name, address, email address, or phone number ("**Personal Data**"). Unsupervised will safeguard the confidentiality of Personal Data in accordance with applicable data privacy laws, rules, and regulations and will not access or use such Personal Data other than as necessary to provide the Offerings to Customer and fulfill other obligations described in this Agreement. Unsupervised receives and stores Personal Data solely as service provider acting on behalf of Customer. Without limiting the foregoing, if the parties agree that the provision of the Offerings will involve the processing by Unsupervised of Personal Data requiring additional contractual terms, such as Personal Data from residents of the UK or European Union, or data regulated by HIPAA in the U.S. for which Unsupervised acts as a Business Associate, then Unsupervised will perform all such processing in compliance with applicable law and the Data Processing Addendum or other required forms mutually agreed upon by the parties which is/are hereby incorporated into this Agreement by reference. In the event of conflict between the terms and conditions of this Agreement (including provisions as to negotiated limitations of liability) and those of any Data Processing Addendum or other addenda, the terms and conditions of this Agreement will govern and control.

10.   GENERAL PROVISIONS.

10.1   Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement.

10.2   Severability. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

10.3   Waiver. Neither party will be deemed to have waived any provision hereof unless such waiver is in writing and executed by a duly authorized officer of both parties. Except as otherwise set forth in this Agreement, no failure to exercise or delay in exercising any rights arising from this Agreement will operate or be construed as a waiver thereof.

10.4   Force Majeure. With the exception of any monetary obligations under this Agreement, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by events beyond its reasonable control, including, without limitation, acts of God or any governmental body, war or national emergency, riots or insurrection, sabotage, embargo, fire, flood, accident, strike or other labor disturbance, or interruption of or delay in systems, power or telecommunications under third-party control ("**Force Majeure Events**").

10.5   Notice. To be effective, any notice required to be given under this Agreement will be given in writing, addressed to the applicable party (at the address set forth in the Order) and hand delivered, which is effective upon delivery; sent by reputable overnight courier, which is effective on the business day following deposit with such courier; or sent by the United States mail, first class postage prepaid, which is effective on the third business day after deposit in the United States mail.

10.6   Governing Law and Venue; Mandatory Arbitration. This Agreement will be governed and construed in accordance with the laws of the State of Colorado without giving effect to any principles that may provide for the application of the law of any other jurisdiction Any controversy or claim arising out of or relating to this Agreement and Orders and addenda, or the breach thereof, shall be determined by arbitration administered by the American Arbitration Association if Customer is located in the U.S. or Canada, otherwise by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. Rules are available at www.adr.org. The language of the arbitration shall be English. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. Arbitrator(s) shall agree to these limits prior to accepting appointment. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The prevailing party will be entitled to its costs and reasonable attorneys' fees. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Either party may seek preliminary equitable relief in aid of arbitration in any court of competent jurisdiction.

10.7   Assignment. Neither party may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other party; provided, however, either party may assign this Agreement to a successor who acquires substantially all of the assets or equity of such party through purchase, merger or other transaction without the other party's consent. Any purported assignment in breach of the foregoing will be null and void. This Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns, and nothing in this Agreement confers upon any other person or entity any legal or equitable right whatsoever to enforce any provision of this Agreement.

10.8   Entire Agreement. This Agreement (together with any Orders and Data Processing Addendum or other addenda) constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in a writing duly executed by authorized representatives of both parties. Any standard terms associated with a Customer purchase order or other order document will be not binding on the parties and of no consequence whatsoever in interpreting the parties' legal rights and responsibilities as they pertain to Offerings provided under this Agreement. Similarly, any terms required to be accepted electronically through any Customer vendor enrollment, login, invoice submission, or other, process will not apply to this Agreement, are expressly rejected by the parties, and form no basis for any agreement between the parties; notwithstanding any indication of "agreement" to such terms, no such agreement is formed between the parties and the parties acknowledge that only authorized representatives of the parties may enter into agreements between the parties or amendments to this Agreement.