

ENROLE AGREEMENT TERMS AND CONDITIONS

1. **Introduction.** These Terms and Conditions, along with the applicable Order that references or attaches these Terms and Conditions, form a binding agreement (“Agreement”) between Entrinsik, Inc. (“Entrinsik”) and the Customer purchasing the Entrinsik Service. This Agreement governs Customer’s purchase and use of the Enrole Service.
2. **Definitions.**
 - (a) **“Entrinsik Service”** means the proprietary cloud-based Entrinsik Enrole software application(s) and services as identified on the Cover Page and made available by Entrinsik to Customer under this Agreement. The software underlying the Entrinsik Service is referred to herein as the **“Software.”**
 - (b) **“Authorized User”** means an employee or contractor of Customer authorized to access and use the Entrinsik Service for and on behalf of Customer pursuant to this Agreement and includes End Users and Staff Users.
 - (c) **“Availability Date”** means the date that the setup and implementation of Software are complete, and Customer is notified that the Entrinsik Service will be available for use on agreed training dates.
 - (d) **“Cover Page”** means the first page of this Agreement.
 - (e) **“Customer Data”** has the meaning given to it in Section 8(c) below.
 - (f) **“Customization and Implementation Services”** means those customization services documented and to be provided by Entrinsik to enable Customer’s specific use of the Entrinsik Service, as set forth on Exhibit A (Pricing Schedule), attached hereto and incorporated herein by reference.
 - (g) **“Documentation”** means the user manuals and other operating instructions delivered or otherwise made available with any of the Entrinsik Service by Entrinsik, including in online, electronic or print format, and all updates thereto.
 - (h) **“End User Data”** has the meaning given to it in Section 8(c) below.
 - (i) **“End Users”** means students of Customer.
 - (j) **“Staff Users”** means those individuals employed or contracted by Customer who use the Entrinsik Service as provided to Customer for registration in Customer courses, conferences, seminars and other events (collectively **“Customer Courses”**).
 - (k) **“Support and Maintenance Services”** means the support and maintenance services in connection with Customer’s use of the Entrinsik Service provided by Entrinsik in accordance with Exhibit B (Support & Maintenance Services), attached hereto and incorporated herein by reference.
 - (l) **“Term”** means the Initial Term set forth on the Cover Page and all renewal periods.
 - (m) **“Updates”** means changes, modifications, additions, and corrections to the Entrinsik Service or Software as implemented by Entrinsik or delivered to Customer and/or Authorized Users under the terms of this Agreement, including, without limitation, any customization provided as part of the Customization and Implementation Services.
3. **Entrinsik Service.**
 - (a) Provision of the Service. Entrinsik will provide the Entrinsik Service for use by Customer during the Term. Customer will have the non-exclusive, nontransferable (except as set forth in Section 13) right to access and use the Entrinsik Service subject to the terms and conditions of this Agreement. Customer’s right to access and use the Entrinsik Service is subject to Customer’s timely payment of all fees set forth on the Cover Page. Customer may use and access the Entrinsik Service as designated by Entrinsik. Customer may increase the amount of bandwidth in connection with its use of the Entrinsik Service at any time during the Term by purchasing such additional bandwidth from Entrinsik at Entrinsik’s then-applicable rates.
 - (b) User IDs. Customer will be responsible for securing all Staff User IDs and passwords provided to or generated by Customer for use of the Entrinsik Service and for all use of the Entrinsik Service by its Authorized Users and those using such IDs or passwords. Customer shall immediately notify Entrinsik in the event of any unauthorized disclosure or use of its user IDs or passwords or unauthorized access to the Entrinsik Service or any unauthorized access to or use of End User Data. Only one individual may access the Entrinsik Service at the same time using the same username and password.
 - (c) Restrictions. The Entrinsik Service shall be used only for Customer’s sole and exclusive benefit unless otherwise agreed by Entrinsik in writing, and shall not be used to provide time-sharing, service bureau,

subscription services, rental use, or other similar services. Customer shall not have the right to download or receive a copy of the Software, either in object or source code format. Customer and its Authorized User shall not access or attempt to access any portion of the Entrinsik Service to which they do not have authorization and shall not reverse engineer, decompile, modify, or create derivative works of any portion of the Entrinsik Service or Software or attempt to do any of the foregoing. Except as expressly permitted under this Agreement, Customer and its Authorized Users shall not transfer, assign, distribute, allow third party access to or sublicense the Entrinsik Service or Software or any portion thereof to others and Customer's right to access and use the Entrinsik Service as set forth herein shall automatically terminate in the event of any such a transfer, assignment or distribution. Customer shall not access the Entrinsik Service or the Software for the purpose of building a competitive product or service or copying any of the features of the Entrinsik Service or the Software.

- (d) End Users and Staff Users. The Entrinsik Service may be used by End Users and Staff Users for registration in Customer Courses. Customer is solely responsible for all content and information regarding the Customer Courses created in the Entrinsik Service and for providing the Customer Courses to the End Users and Staff Users.

4. **Services.**

- (a) Customization and Implementation. Subject to Customer's payment of the applicable Customization and Implementation Services fee as set forth on the Cover Page, Entrinsik agrees to provide the Customization and Implementation Services. Customer agrees to perform the tasks and obligations as reasonably requested by Entrinsik or as otherwise set forth on Exhibit A by Entrinsik, and to provide appropriate resources and information as required by Entrinsik in order for performance of the Customization and Implementation Services.
- (b) Support and Maintenance. Subject to payment of the Entrinsik Service and Annual Renewal Fees as set forth in Exhibit A, (or if applicable a separate support fee), Entrinsik will provide Customer with Support and Maintenance Services as set forth on Exhibit B. Entrinsik reserves the right to update and modify the Entrinsik Service and Software from time to time in its sole discretion. Customer understands that the Entrinsik Service may be unavailable from time to time in order for Entrinsik to provide support and maintenance, including the installation of Updates, provided that Entrinsik will use its reasonable efforts to give Customer advance notice of any scheduled downtime and to schedule downtime during hours of non-peak usage as set forth on Exhibit C (Availability and Backups), attached hereto and incorporated herein by reference. Entrinsik reserves the right to propose increased fees for Support and Maintenance Services at any time during the Term of this Agreement if Customer requests increased levels of Support and Maintenance Services, beyond those set forth on Exhibit B.
- (c) Additional Services. Entrinsik will not be obligated to provide any services not set forth herein ("**Additional Services**") unless agreed to in writing by Entrinsik in a Work Order (as defined below). Customer shall pay Entrinsik at Entrinsik's then-current hourly rate for any Additional Services requested by Customer. Additional Services include, but are not limited to, the following: (a) detailed advice, support or training regarding the use and operation of the Entrinsik Service; (b) on-site service of any kind; (c) implementation, data repair or conversion, or system integration services or other consulting services, other than as provided as part of the Customization and Implementation Services; (d) service or maintenance of third-party software, operating software, hardware, or other equipment; and (e) services relating to any issues caused by Customer's or any Authorized User's fault, misuse, or negligence. Any Additional Services to be performed by Entrinsik will be set forth in a separate work order signed by both parties that references this Agreement (each, a "**Work Order**") detailing the Additional Services to be provided, the fees for such Additional Services and other related information regarding such Additional Services. Upon execution, each Work Order shall become a part of this Agreement and subject to the terms herein. Customer agrees that unless otherwise expressly set forth in a Work Order, Entrinsik shall be the sole owner of any and all intellectual property rights in any software, documentation, inventions and work product developed, created or delivered by or on behalf of Entrinsik in connection with this Agreement and any such Work Order (collectively, "**Work Product**"), including, without limitation, all intellectual property rights in and to any modifications to and/or customizations of the Software.

- (d) Availability. Entrinsik will use commercially reasonable efforts to make the Entrinsik Service available ninety-nine and nine tenths' percent (99.9%) of the time, 24 hours a day, 7 days a week, and 365 days a year, subject to Section 14(e) (Force Majeure) below and to planned downtime for maintenance purposes. Entrinsik will, to the extent practicable, (i) give at least twelve (12) hours' prior notice to Customer for maintenance downtime and (ii) schedule maintenance downtime between 9:00 pm Eastern time on Friday and 7:00 am Eastern time on Mondays. Subject to Customer's payment of applicable annual fees, Entrinsik will provide the Entrinsik Service in accordance with the availability requirements set forth on Exhibit C.

5. Customer Obligations.

- (a) Customer shall be solely responsible for acquiring and maintaining its own technology environment for access and use of the Entrinsik Service.
- (b) Customer shall comply with Entrinsik's procedures and security measures associated with access to the Entrinsik Service which will be maintained by Entrinsik on the Entrinsik Service or otherwise provided to Customer in writing. Such procedures and processes may be modified by Entrinsik from time to time during the Term.
- (c) Customer understands and agrees that Entrinsik may deny or remove access to any Authorized User who fails to abide by the terms of this Agreement or who otherwise tampers with or abuses the Entrinsik Service. Further, Entrinsik may otherwise suspend the Entrinsik Service in Entrinsik's sole judgment in the event of any threat to the Entrinsik Service whether through use by Customer or its Authorized Users or any other factor. Entrinsik will restore the Entrinsik Service as soon as any such threat is mitigated.
- (d) Customer shall comply with all applicable federal, state and local and foreign laws, rules and regulations in connection with its use of the Service.

6. Payment.

- (a) Terms. Customer shall timely pay Entrinsik the fees as set forth on the Cover Page. All fees hereunder are non-cancelable and nonrefundable. All payments under this Agreement shall be made in United States Dollars. All payments not paid when due will be subject to interest at the monthly rate of one and one-half percent (1.5%), or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. Customer shall be responsible for any costs of collection incurred by Entrinsik to enforce the payment terms hereunder, including reasonable attorneys' fees. Customer agrees to pay all applicable federal, state, local and other taxes based on this Agreement and its use of the Entrinsik Service, excluding taxes based on Entrinsik's net income. Entrinsik reserves the right to suspend access to and use of the Entrinsik Service at any time Customer is more than 90 days past due on its account, with or without prior notice to Customer.
- (b) Rates. Following the initial Term, all renewal fees, any support and maintenance fees, and hosting fees, or other fees of Entrinsik are subject to change on an annual basis based on Entrinsik's then-current fees and upon ninety (90) days prior written notice via e-mail or through the Entrinsik Service.
- (c) Expenses. Unless otherwise agreed to in writing by the parties, Customer agrees to reimburse Entrinsik for all approved, travel-related and training expenses incurred in relation to initial onsite training and in performance of other onsite services pursuant to this Agreement. Entrinsik will make conscious effort to choose fair and reasonably priced options wherever practical with regards to travel and accommodations.

7. Term and Termination.

- (a) This Agreement is effective beginning the Effective Date and continues for the Initial Term set forth on the Cover Page unless earlier terminated as provided herein. This Agreement shall automatically renew at the end of the Initial Term for subsequent one (1) year terms unless either party notifies the other party in writing at least thirty (30) days prior to the last day of the Initial Term or any renewal period that it does not wish to renew.
- (b) Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches any of the terms and conditions of this Agreement and such breach, if curable, is not cured within thirty (30) days of the date of any such written notice.

- (c) Upon any termination or expiration of this Agreement, Customer shall pay to Entrinsik all amounts due under this Agreement, and Customer shall have no further right to use or access the Entrinsik Service or the Software and shall immediately cease all such use and access. Upon termination or expiration of this Agreement, Entrinsik will make available to Customer the Customer Data and End User Data; once data is provided, Entrinsik will not retain any Customer Data longer than thirty (30) days after any such termination or expiration. Sections 2, 3(c), 6 (with respect to amounts owed), 7(c), 8, 9, 10(b), 11, 12, 13 and 14 of this Agreement shall survive the termination or expiration of this Agreement.

8. **Ownership of Intellectual Property.**

- (a) **Ownership.** Customer expressly acknowledges that that Entrinsik owns all rights, title and interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights, in and to the Entrinsik Service and all Software (including, but not limited to, the look and feel, algorithms, databases structures, methodologies, and know-how associated therewith) and any and all Updates, modifications, enhancements, improvements, and upgrades to, and derivative works thereof. All Updates implemented under this Agreement are and shall be deemed part of the Entrinsik Service and Software and subject to the terms of this Agreement. Entrinsik reserves all rights to the Entrinsik Service and Software not specifically granted herein. Customer shall not (i) violate any of Entrinsik's intellectual property or other proprietary rights related to the Entrinsik Service or the Software, or (ii) alter, remove, or conceal any copyright notices, proprietary notices, trademarks or other notices or marks of attribution that may appear on or within the Entrinsik Service, the Software or the Documentation or any reports generated by the Entrinsik Service or the Software. Except for the limited right to use the Entrinsik Service provided to Customer and Authorized Users under this Agreement, this Agreement does not transfer from Entrinsik to Customer or any Authorized Users any proprietary right or interest in the Entrinsik Service or the Software.
- (b) **Suggestions.** Customer hereby grants to Entrinsik a royalty-free, worldwide, irrevocable, perpetual right and license to use or incorporate in the Entrinsik Service and/or the Software any suggestions, ideas, enhancement requests, feedback or other information provided by Customer or any of its Authorized Users relating to this Agreement, without payment or other obligation to Customer or any Authorized User.
- (c) **Customer Data and End User Data.** Customer shall retain ownership of all course materials and descriptions and other data, information, and materials that Customer and its Authorized Users create on or through the Entrinsik Service and Software ("**Customer Data**"), as well as all registration data of its End Users ("**End User Data**"). Customer hereby grants to Entrinsik the right to use, store, process, distribute and display the Customer Data and End User Data as necessary for the provision of the Entrinsik Service to Customer. Customer represents and warrants that all Customer Data and End User Data provided to Entrinsik in connection with Customer's use of, or processed or maintained for Customer on or through, the Entrinsik Service: (i) is owned by Customer, or Customer has the full right to provide such Customer Data and End User Data as contemplated herein; (ii) do not infringe or misappropriate any copyright, trademark, trade secret or other intellectual property or proprietary right; (iii) do not violate any person's rights of privacy or publicity; and (iv) does not contain any unlawful, obscene, defamatory or libelous material. Customer further represents and warrants that its use of the Entrinsik Service and all Customer Data and End User Data shall be in accordance with all applicable laws, rules and regulations and Customer's published privacy and other policies.

9. **Confidentiality.**

- (a) **Definition.** "**Confidential Information**" means any information or data that is disclosed by one party (a "**Disclosing Party**") to the other party (a "**Receiving Party**") pursuant to this Agreement. Entrinsik's Confidential Information includes but is not limited to: the terms of this Agreement; the Software, as well as the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Entrinsik Service and the Software; the Documentation; and Entrinsik's pricing, sales, implementation, and training materials and procedures. Confidential Information does not include information that: (i) is or becomes publicly known or available without breach of this Agreement; (ii) is received by a Receiving Party from a third party without breach of any obligation of confidentiality; (iii) was previously known by the Receiving Party as shown by its written records; or (iv) is

- independently developed by the
- Receiving Party without use of reference to, or reliance on the Disclosing Party's Confidential Information.
- (b) Confidentiality Obligations. The Receiving Party shall: (i) hold the Disclosing Party's Confidential Information in strict confidence and protect it with at least the same degree of care the Receiving Party affords its own Confidential Information; and (ii) except as expressly authorized by this Agreement, not directly or indirectly use, disclose, copy, transfer or allow access by any third party to the Disclosing Party's Confidential Information except for employees and contractors performing obligations on the Receiving Party's behalf and who have entered into written obligations of confidentiality with respect to the Disclosing Party's Confidential Information that are no less stringent than the terms of this Section 9. Without limiting the foregoing, Customer may disclose and allow access to the Entrinsik Service and Software by Authorized Users solely for the purpose of Customer's use of the Entrinsik Service and the Software. Customer acknowledges and agrees that Entrinsik may use Customer's Confidential Information for the proper management and administration of the Entrinsik Service, including, but not limited to, use for quality improvement, development of products and system maintenance purposes. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information as required by law or court order; provided, however, in any such event, the Receiving Party shall inform the Disclosing Party via telephone, e-mail, or facsimile and afford the Disclosing Party the opportunity to dispute or limit the required disclosure of its Confidential Information prior to any such required disclosure, to the extent permissible under applicable law. Without in any way limiting any of the foregoing, Customer specifically acknowledges and agrees that it shall not permit any third party, nor any employee, representative or agent thereof, that develops, markets or licenses software applications with functionality similar to the functionality of the Entrinsik Service or the Software to have access to the Entrinsik Service or Software or to any trade secrets or proprietary information therein.
- (c) Remedies. Each party acknowledges and agrees that any violation of this Section 9 by the Receiving Party, or Customer's violation of Entrinsik's intellectual property rights, may cause the Disclosing Party or Entrinsik, respectively, irreparable injury for which the Disclosing Party or Entrinsik, respectively, would have no adequate remedy at law, and that the Disclosing Party or Entrinsik, as the case may be, shall be entitled to preliminary and other injunctive relief against the Receiving Party or Customer, as the case may be, to prevent or stop any such violation, without the obligation to post bond. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that the Disclosing Party or Entrinsik, as the case may be, shall have at law or in equity.
- (d) Term of Obligations. The obligations of the Receiving Party under this Section 9 shall survive for a period of five (5) years after the expiration or termination of the Agreement.

10. **Warranty.**

- (a) Limited Warranties. Each party represents and warrants that it has the full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder. Entrinsik represents and warrants that during the Term the Entrinsik Service will operate substantially in accordance with its Documentation; provided, however, that if the Entrinsik Service fails to operate in accordance with its Documentation, Entrinsik's sole obligation and Customer's sole and exclusive remedy for any such failure shall be for Entrinsik to use its reasonable efforts to correct such failure in a timely manner following written notice by Customer to Entrinsik of any such failure, and in accordance with Exhibit B. The warranty set forth in the second sentence above shall not apply to the extent any such failure is caused by Customer or any Authorized User.
- (b) Disclaimer. ENTRINSIK DOES NOT WARRANT THAT EITHER THE ENTRINSIK SERVICE OR THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, AND ENTRINSIK DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO ANY RESULTS DERIVED FROM THE USE OF THE ENTRINSIK SERVICE OR THE SOFTWARE. CUSTOMER IS SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF ALL CUSTOMER DATA, END USER DATA, AND ALL OTHER INFORMATION AND DATA FURNISHED FOR PROCESSING WITH THE ENTRINSIK SERVICE AND THE SOFTWARE. ENTRINSIK IS NOT RESPONSIBLE FOR CONFIRMING OR VERIFYING ANY END USER OR ANY END USER DATA. TO THE EXTENT THAT DATA IS BEING TRANSMITTED OVER A CELL PHONE NETWORK, THE INTERNET OR CUSTOMER'S NETWORK HEREUNDER, CUSTOMER ACKNOWLEDGES THAT ENTRINSIK HAS NO CONTROL OVER THE

FUNCTIONING OF ANY OF THE FOREGOING, AND ENTRINSIK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PERFORMANCE OR SECURITY OF ANY OF THE FOREGOING. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10, ENTRINSIK AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ENTRINSIK SERVICE OR THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING AS A RESULT OF USAGE IN THE TRADE OR BY COURSE OF DEALING.

11. **Limitation of Liability.** IN NO EVENT WILL ENTRINSIK, ITS AFFILIATES, DISTRIBUTORS, SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS OR EMPLOYEES, BE LIABLE FOR: (a) COSTS OF SUBSTITUTE GOODS OR SERVICES; (b) SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, OR ANY LOST SALES, PROFITS OR DATA, AND EVEN IF ENTRINSIK HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES; OR (c) ANY CLAIM AGAINST CUSTOMER OR ANY AUTHORIZED USERS BY ANY THIRD PARTY EXCEPT AS SPECIFIED IN SECTION 12 BELOW. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ENTRINSIK'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT FOR ALL DAMAGES, LOSSES, COSTS, LIABILITIES, AND INJURIES, UNDER ANY CLAIM OR THEORY OF ACTION WHATSOEVER, SHALL NOT EXCEED THE FEES PAID BY CUSTOMER DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SPECIFIC SERVICE DIRECTLY CAUSING THE LIABILITY. ANY ACTIONS BROUGHT BY OR ON BEHALF OF CUSTOMER MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE ACCRUAL OF SUCH CAUSE OF ACTION.
12. **Indemnification.**
 - (a) If a claim alleging that the Entrinsik Service or the Software as provided by Entrinsik hereunder violates any valid United States copyright, trade secret, patent or other intellectual property rights of a third party is made against Customer based on its authorized use of the Entrinsik Service or the Software, Customer agrees to immediately notify Entrinsik, allow Entrinsik to control the litigation or settlement of such claim, and cooperate with Entrinsik in the investigation, defense, and/or settlement thereof. Entrinsik agrees to take control of the litigation and indemnify the Customer by paying any settlement approved by Entrinsik, or any judgment, costs, or reasonable attorneys' fees finally awarded against the Customer for such claim. Customer may participate at Customer's own expense. This indemnification obligation does not apply to the extent the claim arises from (i) any unauthorized use of the Entrinsik Service or the Software by Customer or an Authorized User, (ii) use or combination of the Entrinsik Service or the Software with any technology not provided by Entrinsik, (iii) any portion of the Entrinsik Service designed to Customer's specifications, or (iv) modification of the Entrinsik Service or the Software except by Entrinsik. If such a claim is made or, in Entrinsik's opinion, is likely to be made, Entrinsik, at its sole discretion, may modify the Entrinsik Service or the Software, as the case may be, obtain rights for the Customer to continue using the Entrinsik Service or the Software, as the case may be, or terminate this Agreement and refund any prepaid fees received from Customer for any Entrinsik Service not provided. This Section 12(a) sets forth Entrinsik's entire liability with respect to third party claims of infringement of intellectual property rights.
 - (b) In performing its indemnity obligations pursuant to Section 12(a) above, Entrinsik may, at its option and expense, (i) procure for Customer the right to continue to use the Entrinsik Service or the Software, as the case may be, under this Agreement, or (ii) modify the Entrinsik Service or the Software, as the case may be, so that it no longer infringes but remains functionally equivalent. If none of the foregoing is commercially practicable in Entrinsik's reasonable opinion, Entrinsik may terminate this Agreement and refund to Customer pre-paid fees for the Entrinsik Service not provided hereunder, based on the number of months remaining in the Term.
 - (c) Customer shall indemnify, defend and hold Entrinsik, its affiliates, and their respective employees, officers, members, directors, managers, agents, successors and assigns from and against any and all damages, claims, liabilities, expenses (including reasonable attorneys' fees), penalties and actions arising out of (i) Customer's use of the Entrinsik Service or the Software, (ii) any Customer Data or End User Data, (iii) any breach of this Agreement by Customer or any Authorized User, or (iv) any Customer Courses, except to the
 - (d) extent arising from Entrinsik's negligence or willful misconduct or covered under Entrinsik's indemnification obligations in Section 12(a) above.

13. **No Assignment.** Customer shall not assign or otherwise transfer this Agreement, in whole or in part, without Entrinsik's prior written consent, which shall not be unreasonably withheld.

14. **Miscellaneous.**

- (a) Independent Parties. The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent, or employment relationship between Entrinsik and Customer.
- (b) Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and, except as otherwise permitted herein, delivered to the addresses listed on the Cover Page either: (i) by personal delivery; (ii) by certified or registered mail; (iii) by nationally recognized overnight courier, or (iv) signed electronic document via email, and in all cases shall be effective upon receipt.
- (c) Integration. This Agreement (including the Cover Page and all exhibits attached hereto and referenced herein) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous proposals, negotiations, conversations, discussions, and agreements between the parties concerning the subject matter hereof. Customer specifically acknowledges and agrees that, in entering into this Agreement, Customer has not relied on any information or promises that are not specifically set forth in this Agreement. This Agreement may not be modified except in a written document, signed by an authorized employee of both parties. No terms or conditions contained in or delivered with the Customer's purchase order or other document shall be considered part of this Agreement and are of no force and effect.
- (d) Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of North Carolina, without regard to any jurisdiction's conflict-of-law provisions. Customer agrees to submit to the exclusive jurisdiction of the federal and state courts located in Wake County in the State of North Carolina for any dispute, controversy or claim arising out of or relating to this Agreement.
- (e) Force Majeure. Except with respect to Customer's payment obligations under this Agreement, each party shall be excused from performance and shall not be liable for any delay caused by the occurrence of any contingency beyond the reasonable control either of the excused party or its subcontractors or suppliers. These contingencies include, but are not limited to, war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, act of public enemy, failure or delay in transportation, act of any government affecting the terms hereof, accident, fire, explosion, flood, severe weather, pandemic, epidemic, or any other act of God.