

AWS - End User License Agreement

Effective March 7, 2022

Applications and technologies made available through the Amazon Web Services Marketplace by Flywheel Technologies Inc. (the "**Provider**"), are licensed, not sold, to you or your organization (the "**Client**"). Client's license to each Application or Licensed Technology (defined below) is subject to your prior acceptance of either this End User License Agreement (the "**Agreement**"), or a custom end user license agreement between the Client and the Provider, if one is provided. Client's license is granted by Provider subject to the terms of the Amazon Web Services Marketplace, and Provider reserves the right to update this Agreement occasionally. Provider reserves all rights in and to the Licensed Technology not expressly granted to you under this Agreement.

1. License Terms and Conditions.

1. License. Subject to this Agreement, Provider grants to Client a non-exclusive, non-transferable license to use the Licensed Technology described in any fully executed Order Form during the term contained in that same Order Form (defined in Section 3) for the sole purpose of data processing and third-party sales and marketing system integration(s) (the "License"). Client may use the Licensed Technology in executable format for its own internal use. Client may not, however, transfer or sublicense the License nor the Licensed Technology to any third party, in whole or in part, in any form, whether modified or unmodified.
2. Usage Restrictions. Client will not (a) make the Licensed Technology available to any third party, or use the Licensed Technology for the benefit of anyone other than Client, unless approved in writing by Provider, (b) sell, resell, license, sublicense, distribute, make available, rent or lease Licensed Technology, (c) use Licensed Technology to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use Licensed Technology to store or transmit Malicious Code, (e) permit direct or indirect access to or use of any Licensed Technology in a way that circumvents a contractual usage limit, or use any Licensed Technology to access or use any Provider intellectual property except as permitted under this Agreement or corresponding Order Form, (f) modify, copy, or create derivative works based on the Licensed Technology or any part, feature, or function thereof, (g) except to the extent permitted by applicable law, disassemble,

reverse engineer, or decompile the Licensed Technology or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions of the Licensed Technology, or (3) copy any ideas, features, or functions of the Licensed Technology. Client shall not use open source code for development of or in any authorized derivative work of the Licensed Technology in any manner that would subject the Licensed Technology to open source distribution.

3. **Client Responsibilities.** Client will (a) grant Provider with the authorization and access to each of the Data Sources listed in an Order Form, (b) be responsible for compliance with this Agreement by its employees, (c) be responsible for the accuracy, quality and legality of Client data, the means by which Client acquired Client data, Client's use of Client data with the Licensed Technology and the interoperation of any third party applications with which Client uses the Licensed Technology, (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Licensed Technology, and notify Provider promptly of any such unauthorized access or use, (e) use the Licensed Technology only in accordance with this Agreement and any relevant Order Form, and applicable laws and government regulations, including without limitation any applicable data privacy regulations such as the California Consumer Privacy Act ("CCPA") and the European Union General Data Protection Regulation ("GDPR"), (f) comply with terms of service of any third party applications with which Client uses the Licensed Technology, (g) obtain access and authorization for all data processing performed by Provider for Client, including the right to perform any third party integrations, (h) be responsible for all infrastructure costs for data processing, compute, and other cloud services associated with this Agreement and use of Licensed Technology, or reimburse such costs when paid by Provider on behalf of Client, and (i) participate in the development of a Case Study with Provider upon request, which Provider may use to publicly promote its product and/or services.
4. **Intellectual Property and Confidentiality.** Client acknowledges and agrees that the original and any copies of Licensed Technology made by Client, and any derivative works of the Licensed Technology, along with the right to practice, employ, exploit, use, develop, reproduce, copy, distribute copies, publish, license, or create works derivative of any of the foregoing, belong to and are the property of Provider. Further, at the request of Provider, which may be made any time either before or after termination of this Agreement, Client shall promptly deliver to Provider a copy of all Licensed Technology in source code form, as it exists at the time of the request, along with the source code and related documentation for any derivative works. The

Licensed Technology shall remain the intellectual property of Provider, and Provider retains the right to change or refine the Licensed Technology at its discretion in service of Client or to further its business objectives. Client recognizes that Provider regards the Licensed Technology and other Confidential Information as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the Licensed Technology, or any portion thereof, or any Confidential Information (defined below) of Provider to any person other than as expressly permitted by this Agreement or any Order Form, without the prior written consent of Provider. Provider acknowledges and agrees that all Licensee Data (defined below) is and shall remain the intellectual property of Client and nothing in this Agreement or any Order Form shall grant Provider any ownership right or interest in or to the Licensee Data or any portion thereof.

2. **Confidentiality.**

1. In connection with this Agreement and the Order Form(s), a Party (the "**Disclosing Party**") may disclose to the other Party (the "**Receiving Party**") information which is commercially sensitive, confidential, proprietary, and/or trade secret to the Disclosing Party and which is identified as confidential at the time of disclosure or which is reasonably apparent to be confidential based on the type of information and the circumstances of disclosure ("**Confidential Information**"). For a period of five (5) years after Confidential Information is first disclosed, the Receiving Party shall not disclose any such Confidential Information to any third party other than its employees, contractors, and agents only as required. The terms and conditions of this Agreement and any applicable Order Forms, as well as any Licensed Technology source code or architecture, shall be considered Confidential Information of both Parties and shall not be disclosed without the other Party's written consent; however, high level information used to provide references, recommendations and case studies shall not be considered Confidential Information of either Party. In no event shall Client use Provider's Confidential Information to reverse engineer or otherwise develop products and services functionally equivalent to the products or services of the Provider.
2. Notwithstanding the foregoing, the Disclosing Party's Confidential Information shall not include information which: (i) is in the public domain at the time of its disclosure hereunder or thereafter becomes part of the public domain through no breach of this Agreement by the Receiving Party or its Representatives; (ii) was already known to the Receiving Party as of the time of its disclosure hereunder without an obligation of confidentiality, (iii) is independently

developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; (iv) is subsequently learned by the Receiving Party from a third party that is not under a confidentiality obligation to the Disclosing Party with respect to such disclosure; (v) is authorized for disclosure by the Disclosing Party. The Receiving Party may disclose the Confidential Information of the Disclosing Party to the extent that it is required pursuant to a duly authorized subpoena, court order or government authority, whereupon the Receiving Party shall provide prompt written notice to the Disclosing Party, prior to such disclosure, so that the Disclosing Party may seek a protective order or other appropriate remedy, and, if such remedy is not obtained, the Receiving Party shall disclose only that portion of the Disclosing Party's Confidential Information which is legally required to be disclosed and shall seek confidential treatment thereof.

3. The Receiving Party shall not retain any rights to any of the Disclosing Party's Confidential Information and shall not use said Confidential Information for any purpose other than to exercise its rights or perform its obligations under this Agreement. On the request of the Disclosing Party, the Receiving Party shall promptly destroy all Confidential Information of the Disclosing Party that is then in the possession or control of the receiving Party, provided that the Receiving Party may retain, but not use, archived versions of such Confidential Information for a period of up to five (5) years thereafter, which remain subject in all respects to the obligations of confidentiality and non-use set forth in this Agreement.
4. The Parties agree that the unauthorized disclosure of any of the Disclosing Party's Confidential Information by the Receiving Party may give rise to irreparable injury to the Disclosing Party, inadequately compensable in monetary damages. Accordingly, the Disclosing Party may seek to obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.

2. **Order Form(s).**

1. This Agreement shall apply to the Provider's services and technologies licensed to Client and may be further described in Order Form(s). Order Forms shall be in a format set by Provider or Amazon Web Services Marketplace to set forth terms such as (i) the scope of technology Provider licenses to Client (the "**Licensed Technology**"), which by default is described in the AWS Marketplace listing, (ii) Provider's Support Services, which by default are described in the AWS Marketplace listing, (iii) the fully enumerated scope of data destinations (the "**Data**

Destinations"), if listed, (iv) the fees to be charged (the "**Fees**"), which by default are described in the AWS Marketplace listing, and (v) the term of the Order Form (the "**Term**"), which by default is described in the AWS Marketplace listing. While each Order Form shall be governed by this Agreement, each Order Form also shall serve as a separate agreement. If there are any terms and conditions in an Order Form that conflict with the terms and conditions in this Agreement, then the terms and conditions in that Order Form shall take precedence to those in this Agreement.

2. **Fees and Payment Terms and Invoicing.**

1. **Fees.** Client will pay the Fees as set forth in the Order Form, including any minimums. Except as otherwise specified herein, (i) Licensed Technology Fees are based on the license, not actual usage by Client, of the Licensed Technology, (ii) payment obligations are non-cancelable except as expressly set forth in this Agreement or the applicable Order Form, and (iii) fees paid are non-refundable. Client is responsible for any sales, use, value added, excise, withholding, tariff or similar tax or charge, that result from the Fees under this Agreement.
2. **Payment Terms.** During the Term as hereinafter defined, Provider will invoice Client in advance for any fees (which may be sent by email). In the case of monthly fees, Provider will invoice Client in advance on the first of the month, and in the case of one-time fees, Provider will invoice Client at the start of the Term. Unless Client notifies Provider of its good faith reason to a dispute to any Fees in an invoice, Client shall pay Provider all amounts within thirty (30) days after the date of invoice. Any invoice or portion of Fees in an invoice that is subject to a dispute shall be paid within thirty (30) days after being resolved. If any Fees are not received by Provider by their due date, then without limiting Provider's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, plus all expenses of collection. Without limiting its other remedies, Provider may suspend Services or revoke the License for nonpayment of fees.
3. **Taxes.** The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Client is responsible for paying all Taxes associated with its purchases hereunder. If Provider has the legal obligation to pay or collect Taxes for which Client is responsible under this section, Provider will invoice Client and Client

will pay that amount unless Client provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Support Services.

1. Support Services. Order Form(s) may list and detail Support Services, including: (i) Integration Services, which are data and engineering services performed by Provider to assist in the integration of Data Sources and the deployment of Licensed Technology and (ii) Data Science Services, which are services performed by Provider to augment the Licensed Technology with custom audiences designed and implemented by Provider for Client's benefit. Client agrees to purchase the number of hours listed on an Order Form, which are non-refundable, and Provider agrees to notify Client if additional hours are necessary. Client will have the option to increase the hours purchased at that time with Provider's written consent.
2. Intellectual Property Rights. Provider retains all right, title, and interest in the Services. Subject to the terms and conditions of this Agreement, Provider grants Client a perpetual, irrevocable, royalty-free, fully-paid, non-exclusive worldwide license to **internally** use, modify, reproduce, and prepare derivative works of the deliverables of the Services, including the right to integrate the Services Output into Client's software, systems and processes.

5. Representations, Warranties and Warranty Exclusions.

1. Provider warrants that (a) its services and technologies shall be provided in a professional and workmanlike manner by personnel possessing the required skills and experience, and (b) the Licensed Technology does not infringe, misappropriate or violate the intellectual property rights of any third party.
2. Each Party represents and warrants to the other that: (i) it shall comply with all relevant laws in performing its respective responsibilities and exercising its rights under this Agreement; and (ii) it is authorized to enter this Agreement.

3. Each Party warrants to the other that it shall use commercially reasonable information technology security practices (the "IT Security Practices") in the performance of its responsibilities.
4. OTHER THAN THE WARRANTIES SPECIFICALLY MADE IN THIS AGREEMENT, THE LICENSED TECHNOLOGIES AND SERVICES ARE AVAILABLE "AS-IS" AND "AS-AVAILABLE." PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING OUT OF CUSTOM OR TRADE USAGE, AND PROVIDER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ITS LICENSED TECHNOLOGIES OR PERFORMANCE OF SERVICES HEREUNDER. EXCEPT FOR WARRANTIES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT OR IN AN ORDER FORM, PROVIDER DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED TECHNOLOGIES WILL BE UNINTERRUPTED OR ERROR FREE. PROVIDER SHALL NOT BE DEEMED TO BE IN BREACH OF ANY REPRESENTATION OR WARRANTY TO THE EXTENT THAT SUCH BREACH RESULTS FROM THE ACT OR OMISSION OF A THIRD PARTY.

7. Limitation of Liability.

1. PROVIDER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES HEREUNDER, EVEN IF A PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. NOTHING IN THIS AGREEMENT WILL LIMIT CLIENT'S LIABILITY FOR MISAPPROPRIATION OF PROVIDER'S INTELLECTUAL PROPERTY RIGHTS IN THE LICENSED TECHNOLOGY AND SERVICES.
2. PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES CLIENT PAID TO PROVIDER, UNDER THE APPLICABLE ORDER FORM, FOR THE ONE-TIME SERVICE ERROR CAUSING THE DAMAGES, EXCLUDING ANY AMOUNTS PAID ON A PASS-THROUGH BASIS. IN THE CASE WHERE THE SERVICES AND DAMAGES ARE RECURRING IN NATURE, THEN

PROVIDER'S LIABILITY SHALL IN NO EVENT EXCEED THE AGGREGATE AMOUNT OF FEES PAID TO PROVIDER UNDER THE APPLICABLE ORDER FORM DURING THE PRECEDING TWELVE (12) MONTH PERIOD, EXCLUDING ANY AMOUNTS PAID ON A PASS-THROUGH BASIS.

7. **Indemnification.**

1. Client shall indemnify, defend and hold harmless Provider, its affiliates, employees, principals and agents (each, a "Provider Indemnitee"), from and against any losses arising out of or resulting from third party claims, demand, suits or administrative proceedings (each, a "Claim") alleged to arise or result from Client's use of any Licensed Technology or work product in an unlawful manner or any other manner other than as expressly authorized herein or in an Order Form. The above indemnification obligations do not apply if a claim arises from Provider's breach of this Agreement.
2. Provider will indemnify, defend and hold harmless Client, its employees, principals and agents (each, a "Client Indemnitee"), from and against losses arising out of or resulting from any Claim, demand, suit or administrative proceeding made or brought against Client (i) as a result of a breach of this Agreement by the Provider or (ii) by a third party alleging the Licensed Technology infringes or misappropriates such third party's intellectual property. The above indemnification obligations do not apply if a claim arises from Client's breach of this Agreement.
3. The party seeking indemnification under Section 8.1 or Section 8.2, as the case may be (the "**Indemnified Party**"), agrees to notify the party against whom indemnification is sought (the "**Indemnifying Party**") in writing within thirty (30) days of receipt of notice of any Claim in respect of which indemnity may be sought under such section, which notice shall assert such indemnification claim and set forth in reasonable detail the basis for indemnification (such notice, the "**Indemnification Notice**"). The failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent such failure shall have adversely prejudiced the Indemnifying Party.
4. The Indemnifying Party shall be entitled to participate in the defense of any Claim and, subject to the Indemnifying Party's delivery of written notice thereof to the Indemnified Party within

thirty (30) days after the Indemnifying Party's receipt of the Indemnification Notice, or within such shorter period as may be required to timely respond to such Claim, shall be entitled to control and appoint lead counsel reasonably satisfactory to the Indemnified Party for such defense, in each case at its own expense. If the Indemnifying Party does not assume control of such defense, the Indemnified Party shall have the right to control such defense at the Indemnifying Party's reasonable expense. The party not controlling such defense may participate therein at its own expense. Each Party shall cooperate in the defense of any Claim.

5. The Indemnified Party shall not agree to any settlement of a Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement of such Claim if the settlement does not release the Indemnified Party from all liabilities and obligations with respect to such Claim or the settlement imposes injunctive or other equitable relief against the Indemnified Party or involves an admission of fault or wrongdoing by an Indemnified Party.

9. Term and Termination.

1. **Term.** This Agreement shall become effective on the Effective Date and shall remain effective until terminated in accordance with this Section (the "**Term**"). Each Order Form shall become effective on the effective date set forth in the Order Form and shall remain effective for the term set forth therein. Each Order Form shall extend automatically for successive terms in accordance with the Order Form (each successive term, an "Extension Term"), unless either Party provides the other Party with written notice of nonrenewal at least sixty (60) days prior to the expiration of the Initial Term or the then-current Extension Term. The Initial Term, together with all Extension Terms, shall constitute the Term of the Order Form. This Agreement may be terminated for any reason upon written notice by any Party at such time as no Order Form(s) are in effect hereunder. Termination of an Order Form shall not affect the Term hereof.
2. **Termination.**
 1. In the event that the other Party has breached any of the warranties or material provisions contained in an applicable Order Form or this Agreement and failed to cure such breach within thirty (30) days following such other Party's receipt of written notice thereof by the non-breaching Party (which notice shall set forth a description of the breach), then the non-

breaching Party may terminate this Agreement or such Order Form by providing written notice of such termination to the Party committing the breach. If the breach is cured to the reasonable satisfaction of the non-breaching Party, within the above-mentioned thirty (30) day period, then this Agreement and/or the applicable Order Form shall continue in effect in accordance with its terms as if no breach had occurred.

2. In the event that either Party shall: (i) cease conducting business in the normal course; (ii) become insolvent; (iii) admit in writing its inability to meet its debts generally as they become due; (iv) make a general assignment for the benefit of creditors; (v) suffer or permit the appointment of a receiver, trustee, liquidator or conservator for its business or assets; (vi) avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors; or (vii) proceedings are commenced for the dissolution, winding-up or liquidation of either Party, then, upon written notice of the other Party, this Agreement and all Order Forms then in effect, shall terminate immediately.

3. Effect of Termination

1. Client shall pay Provider all Fees accrued through the effective date of termination under each terminated Order Form within thirty (30) days of Provider's invoice therefor. Payment of this final invoice shall not bar any remedy, legal or equitable, otherwise available to Provider.
2. Client agrees to destroy the Licensed Technology referenced in a terminated Order Form and any copies or derivative works created thereof, and Client will notify Provider of its successful destruction within fourteen (14) days of termination.

10. **Miscellaneous.**

1. **Legal Notices.** All notices, requests, demands, claims, and other communications hereunder will be in writing and shall be deemed duly given (a) when delivered personally to the recipient, upon receipt, (b) when sent by electronic mail or facsimile, on the date of transmission to such recipient, if received during normal business hours and, if not, the next business day after transmission, (c) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (d) three (3) business days after being mailed and

addressed to the recipient as set forth on the signature page hereto. Any party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth. Notices for Client should be sent to the billing contact on file with the Amazon Web Services Marketplace. Notices for Provider should be sent to *legal@flywheelsoftware.com*.

2. **Headings.** The section headings to this Agreement do not form a part of it, but are for convenience only and shall not affect or limit the meaning of the paragraphs.
3. **Force Majeure.** No Party to this Agreement shall be liable to the other by reason of any failure or delay in performance of this Agreement in accordance with its terms if such failure or delay arises out of causes beyond the control and without the fault of such Party. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of civil or military authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, widespread unavailability of energy resources, riots or war, or any unusually severe weather conditions or similar causes beyond the control and without the fault of any such Party. In the event of any force majeure occurrence, the disabled Party shall promptly and in writing advise the other Party if it is unable to perform due to a force majeure event, the expected duration of such inability to perform, and of any developments (or changes therein) that appear likely to affect the ability of the disabled Party to perform any of its obligations in whole or in part.
4. **Waivers.** No waiver by either Party of any default hereunder by the other shall operate as a waiver of any other default or of a similar default on a future occasion. No waiver of any term or condition hereof by either Party shall be effective unless the same shall be in writing and signed by both Parties.
5. **Severability.** In the event that any provision of this Agreement (other than a provision which goes to the essence of the consideration for this Agreement) is declared invalid, unenforceable or void, to any extent, by a court of competent jurisdiction, the remainder of this Agreement and the application thereof shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

6. Injunctive Relief. In the event of the breach or a threatened breach by a Party of any of the provisions of Sections 1 or 2, the other Party, in addition and supplementary to any other rights and remedies existing in its favor, will be entitled to specific performance and/or injunctive or other equitable relief from a court of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security).
7. Governing Law. This Agreement and the Order Form(s) will be governed by and construed in accordance with the laws of the State of Delaware without application of its choice of law provisions.
8. Consent to Jurisdiction. Each of the Parties irrevocably submits to the exclusive jurisdiction of any State or Federal court sitting in New York, NY (collectively, the "Designated Courts"), for the purposes of any suit, legal action, dispute or other proceeding arising out of or relating to this Agreement and the transactions contemplated hereby, and to the non-exclusive jurisdiction of the Courts for the enforcement of any judgment obtained thereunder. Each Party hereby waives objection to the laying of venue of any dispute, action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Designated Courts.
9. Export Regulations. Client understands that Provider is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. Client warrants that it will comply in all respect with the export and re-export restrictions set forth in the export license for the Licensed Technology and all other applicable export regulations. Client agrees to indemnify and hold Provider harmless from any loss, damages, liability or expenses incurred by Provider as a result of Client's failure to comply with any export regulations or restrictions.
10. Modification and Waiver. This Agreement and the Order Form(s) may not be modified except as mutually agreed to in writing, signed by an authorized representative of each Party.
11. Entire Agreement. This Agreement shall supersede all prior agreements, communications, representations and understandings, either oral or written, between Provider and Client with respect to the subject matter contained herein. All terms and conditions on any Client-issued

purchase order, order acknowledgment or other documents in connection with the reporting services herein shall be deemed deleted and of no force or effect.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile and electronic mail (including .PDF format and any electronic signature complying with the U.S. federal ESIGN Act of 2000).

13. Construction. This Agreement shall be construed as if drafted jointly by the Parties and no presumption shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

14. Relationship of Parties. Provider is an independent contractor of Client, and Provider may engage subcontractors to assist with the performance of the Services. Nothing herein shall be construed as creating a joint venture, partnership or similar relationship.

15. Survival. Notwithstanding anything herein to the contrary, all terms logically construed to survive the term of this Agreement shall survive, including confidentiality provisions,

16. Successors and Third Party Beneficiaries. This Agreement shall inure to the benefit of Provider and Client and any successors or assigns of Provider and Client. No third party shall have any rights hereunder.