

Master Services Agreement

This Master Services Agreement (“**MSA**”) is made by and between Hyper Labs, Inc. d/b/a Hyperscience (“**Hyperscience**”) and the Customer listed in the Order Form (as defined below) which references this MSA. This MSA will govern the use and provision of any Services purchased by Customer as described in any Order Form. Any terms not defined herein have the meaning given to them in the applicable Order Form. Hyperscience and Customer may each be referred to herein as a “**Party**” and collectively as the “**Parties**.” The Parties enter into this MSA as of the effective date set forth in the Order Form (the “**Effective Date**”).

1. Definitions

“**Affiliate**” of a Party means: (a) any entity that such Party controls; (b) any entity that controls such Party; or (c) any entity under common control with such Party. To “control,” for purposes of this definition, means owning or otherwise controlling more than 50% of the voting interests of an entity.

“**Agreement**” means this MSA, together with all Order Forms and Statements of Work issued hereunder.

“**Authorized User**” means an employee or contractor of Customer who is authorized by Customer to access and use the Hyperscience Platform, and who has been issued a Hyperscience Platform account by Customer that is associated to a unique email address with a domain name owned or controlled by Customer.

“**Customer Data**” means all data, content, and information submitted by Authorized Users into the Services and the Customer-specific output that is generated by Authorized Users’ use of the Services.

“**De-identified Data**” means any de-identified information derived from the Customer Data, including Usage Data. For clarity, De-identified Data will not include any personally identifiable information.

“**Documentation**” means the user manuals, specifications, and policies, as may be updated from time to time, that describe the functionality, features, operation, or use of the Services and that are made available by Hyperscience to Customer.

“**Hyperscience Platform**” means Hyperscience’s software-as-a-service platform identified in the Order Form designed to automate the extraction of data. References to the “Hyperscience Platform” in this Agreement include the Documentation.

“**Order Form**” means the document signed by an authorized representative of each party that references this MSA and identifies the specific Services to be made available and the fees to be paid.

“Professional Services” means any professional services provided by Hyperscience to Customer as described in an Order Form (as may be further elaborated in any Statement of Work agreed to by the parties), including implementation, support and maintenance, and training services.

“Services” means the Hyperscience Platform, the Professional Services, any other services set forth in an Order Form, and activities related to providing such Services or the business of which such Services are a part.

“Statement of Work” means a document agreed to and executed by each of Hyperscience and Customer that references this Master Services Agreement and identifies any Professional Services to be provided by Hyperscience to Customer.

“Third Party Products and Content” means any applications, products, services, or content that interoperate with the Services and that are provided by Customer or a third party.

“Usage Data” means data related to the performance of the Hyperscience Platform, including but not limited to average processing and response times, total pages processed, total forms processed, percentage of fields correctly transcribed, average time per transcription, activity logs, and other performance related data and usage statistics. For clarity, Usage Data will not include any personally identifiable information.

“Use Limits” means any numerical limits on the pages that Customer submits through the Hyperscience Platform included in the applicable Order Form.

2. Hyperscience Responsibilities

2. **Provision of the Hyperscience Platform.** Subject to the terms and conditions of this Agreement and during the Term, including any restrictions on the number of Authorized Users permitted to use the Hyperscience Platform and the Use Limits, Hyperscience grants Customer a non-exclusive, non-transferrable and non-sublicensable right for Authorized Users to access and use the Hyperscience Platform solely for the internal business operations of Customer in accordance with the Documentation. Hyperscience agrees to use commercially reasonable efforts to make the Hyperscience Platform available to Customer in accordance with the Service Level Agreement (SaaS) available at: www.hyperscience.com/sla.
2. **Updates and Upgrades.** The terms of this Agreement will also apply to updates and upgrades of the Hyperscience Service subsequently made available by Hyperscience to Customer. Hyperscience may update the functionality, user interfaces, usability, and Documentation from time to time in its sole discretion as part of its ongoing mission to improve the Hyperscience Platform.
2. **Protection of Customer Data.** Hyperscience will maintain commercially reasonable administrative, physical, and technical safeguards designed to prevent unauthorized access to or use of Customer Data, in accordance with the data processing addendum available at: www.hyperscience.com/dpa (the “**DPA**”).

2. **Compliance with Laws.** Hyperscience will comply with all laws applicable to Hyperscience's provisioning of the Services to its customers generally (i.e., without regard to the specific nature of the Customer Data or Customer's particular use of the Services).
2. **Professional Services.** If Professional Services are purchased in a Statement of Work, Hyperscience will provide to Customer such Professional Services in accordance with the Statement of Work, which may be performed by or in partnership with Hyperscience's approved subcontractors. Unless stated otherwise in the Statement of Work, any timelines provided in connection with Professional Services are good faith projections and not guarantees.

3. Access to and Use of the Service

3. **Authorized Users.** Authorized User accounts cannot be shared or used by more than one Authorized User. Customer is responsible for maintaining the confidentiality of its logins, passwords, and accounts and for all activities that occur under Authorized User accounts. Company will retain sole control over the operation, maintenance, management of, and access to and use of, the Hyperscience Platform by its Authorized Users.
3. **Customer Responsibilities.** Customer will: (a) obtain any permissions and consents required for Hyperscience and Authorized Users to access Customer Data in connection with the Services; (b) be responsible for Authorized Users' compliance with this Agreement; (c) be responsible for the accuracy, appropriateness, and legality of Customer Data; (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and promptly notify Hyperscience of any such unauthorized access or use; and (e) use the Services only in accordance with applicable laws and government regulations.
3. **Customer's Data and Security Obligations.** Customer and its Authorized Users shall have access to the Customer Data and shall be responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other account information required in order to access and use the Hyperscience Platform. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data and the means by which Customer acquired Customer Data, and for the adequate security, protection and backup of Customer's Data.
3. **Usage Restrictions.** Customer may not: (a) make the Services available to, or use the Services for the benefit of, anyone other than Customer and the Authorized Users; (b) upload, post, transmit, or otherwise make available to the Hyperscience Platform any content that (i) is unlawful or tortious, or (ii) Customer does not have a right to make available under any applicable law or under contractual or fiduciary relationships, or that infringes, misappropriates, or otherwise violates any intellectual property, privacy, publicity, or other proprietary rights of any person; (c) sublicense, resell, time share, or similarly exploit the Services; (d) upload, post, transmit, or otherwise make available any

content or information designed to interrupt, interfere with, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (e) reverse engineer, modify, adapt, or hack the Hyperscience Platform, or otherwise attempt to gain unauthorized access to the Hyperscience Platform or its related systems or networks; or (f) access the Hyperscience Platform to build a competitive product or service. Hyperscience shall have the right, but not the obligation, to review and monitor all use of the Services to ensure compliance with the terms and conditions of this Agreement, including, but not limited to with respect to Use Limits.

3. **Third Party Products and Content.** If Customer enables Third Party Products and Content for use with the Hyperscience Platform: (a) any use by Customer or its Authorized Users of such Third Party Products and Content is solely the responsibility of Customer and the applicable provider; (b) Hyperscience does not guarantee, warrant, or offer support for any such Third Party Products and Content; (c) Customer acknowledges that the providers of those Third Party Products and Content may have access to Customer Data in connection with the interoperation of the Third Party Products and Content with the Hyperscience Platform, and Hyperscience will not be responsible for any use, disclosure, modification or deletion of such Customer Data.

4. Fees

4. **Fees, Invoicing, and Payment.** Customer will pay all fees specified in the Order Form. Payment obligations are non-cancelable and, except as expressly set forth herein, fees paid are non-refundable and payable in United States dollars. All fees will be invoiced by Hyperscience in accordance with the terms set forth in the Order Form. Except as set forth in the Order Form, full payment for invoices issued must be received within 30 days from Customer's receipt of the invoice. If any fees owed by Customer (excluding amounts disputed in reasonable and good faith) have not been paid by the applicable due date, Hyperscience reserves the right to apply a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, and be reimbursed for all expenses of collection.
4. **Taxes.** The fees are exclusive of, and Customer will be solely responsible for, all applicable taxes in connection with this Agreement, including any sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties (but excluding taxes based on Hyperscience's net income). Should any payment for the services provided by Hyperscience be subject to withholding tax by any taxing authority, Customer will reimburse Hyperscience for such withholding tax.

5. Proprietary Rights

5. **Hyperscience Property.** Subject to the limited rights expressly granted to Customer hereunder, Hyperscience reserves and retains, and as between Hyperscience and Customer, Hyperscience exclusively owns, all rights, title, and interest in and to the Services, including all modifications, derivative works, upgrades, and updates thereto,

and all related intellectual property rights therein. No rights are granted by Hyperscience hereunder other than as expressly set forth herein. If Customer or any Authorized User provides Hyperscience any feedback or suggestions regarding the Service, then Customer grants Hyperscience an unlimited, irrevocable, perpetual, sublicensable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer or any Authorized User. Unless otherwise set forth in the Statement of Work, Hyperscience retains exclusive ownership of all work product created by Hyperscience in connection with its performance of Professional Services.

5. **Continuous Development.** Customer acknowledges that Hyperscience may continually develop, deliver and provide to Customer on-going innovation to the Services in the form of new features, functionality, and efficiencies. Accordingly, Hyperscience reserves the right to modify the Services from time to time. Some modifications will be provided to Customer at no additional charge. Hyperscience may make additional features or modules for the Hyperscience Platform (i.e., industry-specific templates) available for an additional fee during the Term (each such offering, a “**Module**”). Modules are not required for the proper functioning of the Hyperscience Platform, and will be made available to Customer when made available to other Hyperscience customers.
5. **Customer Data.** Customer grants to Hyperscience and its Affiliates a worldwide, non-exclusive, limited term license to access, use, copy, distribute, perform, and display Customer Data, and provide necessary access to third party service providers acting on Hyperscience’s behalf, such as Hyperscience’s hosting services provider, only: (a) to provide, maintain, and update the Services for Customer and Authorized Users; (b) to prevent or address service or technical problems or at Customer’s request in connection with support matters; (c) as compelled by law; or (d) as expressly permitted in writing by Customer. Subject to the limited licenses granted herein, Hyperscience acquires no right, title, or interest under this Agreement in or to any Customer Data. Notwithstanding the foregoing, Customer acknowledges and agrees that Hyperscience may, during and after the Term, collect, use and analyze De-identified Data for Hyperscience’s lawful business purposes, including to improve and enhance the Service and for other development, diagnostic, and corrective purposes in connection with the Service.

6. Confidentiality

6. **Definition.** “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including all copies thereof. Confidential Information of Customer includes Customer Data, Confidential Information of Hyperscience includes the Hyperscience Platform (including its software and content, other than Customer Data) and the work product created from its performance of any Professional Services, and Confidential Information of each Party includes the terms of this Agreement. However, Confidential Information will not include any information that: (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the

Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use of or reliance on the Confidential Information of the Disclosing Party.

6. **Protection.** The Receiving Party will: (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (b) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of the Receiving Party's and its Affiliates' employees, contractors, and agents who need such access for purposes consistent with this Agreement and who are subject to confidentiality obligations at least as restrictive as those herein. The Receiving Party will provide prompt written notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Upon request of the Disclosing Party during the Term, the Receiving Party will promptly return, or at the Disclosing Party's option destroy, any or all Confidential Information of the Disclosing Party in the Receiving Party's possession or under its control.
6. **Compelled Disclosure.** The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party wishes to contest the access or disclosure.

7. Representations, Warranties, and Disclaimers

7. **Mutual Representations.** Each Party represents that: (a) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; and (b) the execution, delivery, and performance of this Agreement are within the corporate powers of such Party and have been duly authorized by all necessary corporate action on the part of such Party, and constitutes a valid and binding agreement of such Party.
7. **Hyperscience Warranties.** Hyperscience warrants that: (a) the Hyperscience Platform will perform substantially in accordance with the applicable Documentation in all material respects; and (b) Hyperscience will perform Professional Services in a professional manner.
7. **Customer Warranty.** Customer represents and warrants that the Customer Data and use of the Customer Data (a) will not infringe, misappropriate, or otherwise violate the intellectual property rights or other rights of any third party, (b) will not constitute defamation, invasion of privacy or publicity, or otherwise violate any similar rights of any third party; and (c) violate any applicable law.

7. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN SECTION 7.1 AND 7.2, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN “AS IS” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND HYPERSCIENCE EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. HYPERSCIENCE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

8. Indemnification

8. **Hyperscience Indemnification.** Hyperscience will defend Customer and its Affiliates from and against any lawsuit or proceeding brought by a third party to the extent alleging that Customer’s use of the Services as permitted hereunder infringes or misappropriates such third party’s intellectual property rights, and Hyperscience will indemnify Customer and its Affiliates for any damages and any reasonable attorneys’ fees finally awarded against them arising from such lawsuit or proceeding; provided, however, that Hyperscience will have no liability under this Section to the extent any such lawsuit or proceeding arises from: (a) Customer Data or Third Party Products and Content; (b) Customer’s or any of its Affiliates’ or Authorized Users’ negligence, misconduct, or breach of this Agreement; or (c) any modification or combination of the Services that is not performed or approved by Hyperscience or specifically set out in the Documentation.
8. **Customer Indemnification.** Customer will defend Hyperscience and its Affiliates from and against any lawsuit or proceeding brought by a third party to the extent alleging that any Customer Data infringes, misappropriates, or otherwise violates the rights, including privacy and publicity rights, of any other party, or that Customer’s or any Authorized User’s particular use of the Services violates applicable law, and Customer will indemnify Hyperscience and its Affiliates for any damages and any reasonable attorneys’ fees finally awarded against them arising from such lawsuit or proceeding; provided, however, that Customer will have no liability under this Section to the extent any such lawsuit or proceeding arises from Hyperscience’s or any of its Affiliates’ gross negligence, wilfull misconduct, or breach of this Agreement.
8. **Procedures.** The indemnified Party will provide the indemnifying Party with: (a) prompt written notice of any matter that is subject to indemnification hereunder; (b) the right to assume the exclusive defense and control of any such matter (provided that the indemnified Party may participate in the defense at its own expense); and (c) cooperation with any reasonable requests assisting the indemnifying Party’s defense of such matter. The indemnifying Party may not settle any such lawsuit or proceeding without the indemnified party’s prior written consent.
8. **Exclusive Remedy.** This Section 8 states the indemnifying Party’s sole liability, and the indemnified party’s exclusive remedy, for any type of claim described in this Section 8.

9. Limitation of Liability

9. **Exclusion of Certain Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PARTY FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
9. **Liability Cap.** EXCEPT FOR CUSTOMER'S LIABILITY FOR ITS PAYMENT OBLIGATIONS UNDER SECTION 4, EITHER PARTY'S LIABILITY FOR ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6, ANY UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA CAUSED BY A BREACH BY HYPERSCIENCE OF ITS OBLIGATIONS UNDER THE DPA, CLAIMS RELATED TO ONE PARTY'S MISAPPROPRIATION, INFRINGEMENT OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR FOR ITS WILLFUL MISCONDUCT (COLLECTIVELY, THE "**EXCLUDED CLAIMS**"), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO HYPERSCIENCE HEREUNDER IN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE FIRST CLAIM GIVING RISE TO LIABILITY AROSE (THE "**GENERAL LIABILITY CAP**").
9. **Excluded Claims.** Notwithstanding Section 9.2, in no event will Hyperscience's aggregate liability for all Excluded Claims exceed two times (2x) the General Liability Cap.
9. **Scope.** For the avoidance of doubt, the exclusions and limitations set forth in Section 9.1, Section 9.2, and Section 9.3 will apply with respect to all legal theories of liability, whether in contract, tort, or otherwise. The Parties agree that the exclusions and limitations set forth in Section 9.1, Section 9.2, and Section 9.3 allocate the risks between the Parties under this Agreement, and that they have relied on these exclusions and limitations in determining whether to enter into this Agreement.

10. Term, Termination, and Suspension

10. **Term of the Agreement.** The term of this Agreement commences on the Effective Date and, unless earlier terminated in accordance with the terms of this Agreement, will continue for the "Initial Term" specified in the Order Form (the "**Initial Term**"). Thereafter, if indicated in the Order Form, this Agreement will automatically renew for successive additional periods of 1 year each (each, a "**Renewal Term**") unless either Party provides the other with written notice of non-renewal at least 30 days prior to the expiration of the Initial Term or the then-current Renewal Term. Customer agrees that

Hyperscience may modify the fees for each Renewal Term by providing Customer with written notice of such modification at least 60 days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. The Initial Term and each Renewal Term, if any, are collectively referred to herein as the “**Term**.”

10. **Suspension.** Hyperscience may suspend Customer’s or any or all Authorized Users’ access to the Hyperscience Platform, in whole in part, if: (a) Customer or any Authorized User is using the Hyperscience Platform in violation of this Agreement or any applicable law, including if Customer has exceed any Use Limits; (b) suspension of the Hyperscience Platform is necessary, in Hyperscience’s reasonable discretion, to protect the security of the Hyperscience Platform or the infrastructure of Hyperscience or its Affiliates; (c) suspension is required by applicable law; or (d) any fees owed by Customer (excluding amounts disputed in reasonable and good faith) are 30 days or more overdue, provided Hyperscience has given Customer 10 or more days’ prior notice. Without limiting the generality of this Section, Hyperscience shall have no liability for any damages, liabilities or losses as a result of any suspension, limitation or termination of Customer’s right to use the Hyperscience Platform pursuant to this Section 10.2.
10. **Termination for Cause.** Either Party may terminate this Agreement (including any Order Forms or Statements of Work) effective after 30 days’ written notice if the other Party materially breaches this Agreement and such breach is not cured within such 30-day period.
10. **Other Termination Events.** Hyperscience will be entitled to terminate this Agreement (or, at its option, any or all of the Order Forms or Statements of Work) immediately by giving written notice to Customer, if Customer: (a) fails to pay any amount when due, and such amount remains unpaid 10 business days after being notified that the amount is overdue by Hyperscience; shall become (or is reasonably likely to become) bankrupt, or shall file a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of its assets, or if an involuntary petition for any of the foregoing shall be filed with respect to Licensee and not dismissed within sixty (60) days, or if the business of Licensee shall be placed in the hands of a receiver, assignee or trustee for the benefit of creditors, whether by the voluntary act of Customer or otherwise; or (c) commits any breach or attempted breach of Section 3.4.
10. **Effects of Termination.** Upon termination of this Agreement for any reason, (a) any amounts owed to Hyperscience prior to such termination and all completed but unpaid Professional Services fees will be immediately due and payable, and (b) all rights granted to access and use the Hyperscience Platform will immediately cease to exist. Subject to this Section, at any time upon the Disclosing Party’s written request, the Receiving Party will promptly return, or at the Disclosing Party’s option destroy, any or all Confidential Information of the Disclosing Party in the Receiving Party’s possession or under its control.

10. **Survival.** The sections titled “Protection of Customer Data,” “Fees,” “Proprietary Rights,” “Confidentiality,” “Indemnification,” “Limitation of Liability,” “Termination for Cause,” “Effects of Termination,” “Survival,” and “General Provisions” will survive any termination of this Agreement.

11. General Provisions

11. **Attribution.** Customer agrees that Hyperscience may use Customer’s name and logo to indicate that Customer is a customer of Hyperscience for the Services on Hyperscience’s website, marketing materials, and in communications with existing or prospective Hyperscience customers. Any such attribution will be consistent with Customer’s style guidelines or requirements as communicated to Hyperscience by Customer.
11. **Force Majeure.** Except for payment obligations, neither Party will be liable hereunder by reason of any failure or delay in the performance of its obligations due to events beyond the reasonable control of such Party, which may include natural disasters, fires, epidemics, pandemics, riots, war, terrorism, denial of service attacks, internet outages, labor shortages, and judicial or government action (each, a “**Force Majeure Event**”). If either Party’s nonperformance hereunder due to a Force Majeure Event persists for more than 30 days, either Party may immediately terminate this Agreement without charge or penalty upon notice to the other Party.
11. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement in its entirety, without the consent of the other Party, in connection with a merger or sale of all or substantially all of its assets, so long as the assigning Party provides 30-days’ prior written notice thereof to the other Party. Any purported assignment in violation of this Section will be null and void. This Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.
11. **Governing Law.** This Agreement, including its formation, will be governed by and interpreted in accordance with the laws of the State of New York without giving effect to any conflicts of laws principles that would require a different result. Each party irrevocably consents to the jurisdiction of the state and federal courts located in New York County, New York for any action or proceeding arising out of or relating to this Agreement, and expressly waives any objection it may have to such jurisdiction or venue. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.
11. **Notices.** All notices under this Agreement will be in writing addressed to the Parties at the addresses set forth on the Order Form and will be deemed to have been duly given: (a) upon receipt if personally delivered or sent by certified or registered mail with return receipt requested; and (b) the first business day after sending by email or by next day delivery by a recognized overnight delivery service.

11. **Insurance.** Each Party shall carry and maintain insurance in the amounts and for the occurrences for which insurance is typically carried by entities in the same or similar business.
11. **Relationship of the Parties; Third Party Beneficiaries.** The Parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.
11. **Waiver.** No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.
11. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in full force and effect.
11. **Entire Agreement.** This Agreement, including all Order Forms, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning Customer's purchase and use of the Services. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by each of the Parties. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit hereto or any Order Form, the terms of such exhibit or Order Form will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any Customer purchase Order Form or other Customer Order Forming documentation (excluding Order Forms) will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. As used herein, the words "include" and "including" shall be deemed to be followed by the words "without limitation."