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Curator by InterWorks

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4. Confidential Information. Each party will hold Confidential Information in strict confidence, only use it in relation to the Services, and not disclose it to others. Each party will take all action reasonably necessary to protect the Confidential Information including at least any efforts each party uses to protect its own most sensitive information. Each party will only disclose Confidential Information to its personnel as needed in relation to the Services, and such personnel will be bound by written restrictions at least as protective of the Confidential Information as this Agreement. "Confidential Information" means any information regarding a party that such party considers confidential and regularly protects from public disclosure and has been identified as confidential or would be understood as confidential by a reasonable person under the circumstances. Confidential Information will not include information that was previously known to the receiving party, becomes public through no fault of the receiving party, or that the disclosing party regularly gives to third parties without any confidentiality restriction.
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6. Warranties. InterWorks represents and warrants to you that (a) we are under no contractual or other restriction or obligation that will prevent us from performing the Services; (b) we will perform the Services in a professional and workmanlike manner, in accordance with customary standards for our industry; (c) the Services will not infringe upon or otherwise violate any third party's intellectual property rights. You represent and warrant to InterWorks that you (x) have all requisite power and authority to execute, deliver and perform your obligations hereunder; (y) have the financial resources and stability to pay for the Services; (z) will provide timely cooperation, willingness, responsiveness and access to necessary personnel and systems as required for InterWorks to provide the Services. THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND InterWorks HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL,

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8. Independent Contractor. InterWorks is an independent contractor and is not an agent or employee of, and has no authority to bind, you by contract or otherwise. We will determine, in our sole discretion, the manner and means by which the Services are accomplished.
9. General. (a) Governing Law. This Agreement will be governed by the laws of the State of Oklahoma. (b) Waiver, Severability, and Assignment. Either party's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. Either party may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. The exercise by a party of any of its remedies under these Terms will be without prejudice to its other remedies under the Terms or available at law or in equity.