

End-User Terms of Use and License Agreement

This End-User License Agreement (this "Agreement") is between the individual or entity accepting it (the "End User" or "you") and RiverMeadow Software, Inc. ("RiverMeadow"), and governs your acquisition and use of RiverMeadow's cloud-migration solution (the "Rivermeadow Solution," defined below).

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "END USER" OR "YOU" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES.

THIS AGREEMENT IS EFFECTIVE AS OF THE DATE YOU ACCEPT IT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR EXECUTING A DOCUMENT THAT INCORPORATES THIS AGREEMENT BY REFERENCE.

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE ACCEPTING OR USING THE SOFTWARE OR THE RIVERMEADOW SOLUTION. THIS LICENSE AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE RIVERMEADOW SOLUTION BETWEEN YOU AND RIVERMEADOW AND SUPERSEDES ANY PRIOR UNDERSTANDING OR AGREEMENT BETWEEN THE PARTIES. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE RIVERMEADOW SOLUTION.

Section 1. Definitions

"Cloud Platform" means a computing platform that hosts multiple virtual machines that operate using shared resources from a pool of computer servers. "Data Server" means a computer server that hosts a software application that End User desires to migrate to and operate on a Cloud Platform.

"Documentation" means the following documentation (in tangible, electronic or other form) that RiverMeadow makes generally available to End Users of the RiverMeadow Solution: (i)

RiverMeadow's user operating manuals for the RiverMeadow Solution, and (ii) RiverMeadow's written specification documents for the RiverMeadow Solution.

"End User Data" means all of End User's information and data, including any software applications, application data and Data Server images, transferred to RiverMeadow in connection with the use of the RiverMeadow Solution.

"Error" means a material failure of the RiverMeadow Solution to operate in accordance with the functional specifications for the RiverMeadow Solution set forth in the applicable Documentation.

"Information" means, subject to the exceptions set forth in Section 8.3 below, all financial and technical information, data, designs, specifications, know-how, non-public marketing strategies, business and marketing plans, price lists, inventions, processes, software programs, firmware, source code, algorithms, and other technical and business information and all documents and materials, supplied in connection with this Agreement or the RiverMeadow Solution, which at the time of disclosure is designated as confidential (or similar designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential.

"Order Form" means any quote, purchase order, or similar document and/or written agreement, mutually executed by the parties, or by a Reseller on End User's behalf, that incorporates by reference this Agreement. Any pre-printed terms or conditions on an Order Form that conflict with this Agreement shall be null and void. This Agreement may be superseded only by a mutually signed amendment to this Agreement.

"Reseller" means an entity that resells or distributes to End Users the rights to the RiverMeadow Solution and the Documentation subject to the terms and conditions of this Agreement.

"RiverMeadow Solution" means RiverMeadow's cloud-migration solution, which includes a cloud migration hosted service (the "Hosted Service") and an application programming interface that permits access to the Hosted Service (the "API").

“Support Services” means any support and maintenance services purchased separately from this Agreement in connection with the RiverMeadow Solution.

“Support Terms” means RiverMeadow’s then-current support terms that govern Support Services, as set forth, if applicable, in an Order Form or other separate agreement.

“Term” shall commence on the earlier of the date this Agreement is accepted by End User or the start date set forth in an Order Form, and shall continue for the Term set forth in the Order Form or for as long as you use the RiverMeadow Solution.

Section 2. Licenses

2.1 Grant of License. Subject to the terms and conditions of this Agreement, RiverMeadow grants to End User a time-based, non-transferable, non exclusive license during the Term, without the right to sublicense, to:

2.1.1 use the RiverMeadow Solution to transfer software applications from one or more Data Servers to a Cloud Platform or from one Cloud Platform to another Cloud Platform, for the Term and subject to payment of the fees set forth in an Order Form;

2.1.2 integrate the RiverMeadow Solution with other products and services through the use of the API; and

2.1.3 use any Documentation solely in connection with the use of the RiverMeadow Solution in accordance with this Agreement and make a reasonable number of copies of the Documentation for such purpose.

Except as expressly set forth in this Section 2.1, End User shall have no right to use, install, reproduce or distribute the RiverMeadow Solution or Documentation.

2.2 License Restrictions. Other than as expressly set forth herein, End User shall have no right to, (i) modify or otherwise prepare derivative works of the RiverMeadow Solution or Documentation, or any portion thereof, (ii) rent, lease, loan, sublicense, sell or otherwise distribute the RiverMeadow Solution or Documentation, or, (iii) except as expressly permitted by applicable law, reverse engineer or decompile the RiverMeadow Solution, or otherwise attempt to derive or modify the source code of, or any processes, techniques, methods, specifications, protocols, algorithms, interfaces, data structures, or other information embodied or used in, the RiverMeadow Solution.

2.3 Reservation of Rights. You shall have no rights with respect to the RiverMeadow Solution or Documentation except as expressly set forth herein. All rights relating to the RiverMeadow Solution and Documentation that are not expressly granted hereunder to End User are reserved and retained by RiverMeadow.

2.4 Feedback. You may provide feedback, suggestions, evaluations or improvements (collectively, "Feedback") regarding or relating to the RiverMeadow Solution. You hereby grant RiverMeadow a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit any Feedback without restriction in any manner now known or in the future conceived.

2.5 Edited Interfaces. You acknowledge that RiverMeadow has no control over your development of edited interfaces with respect to the use of the RiverMeadow Solution, the operation of such edited interfaces, or the effect such edited interfaces will have on your systems. You acknowledge that you are solely responsible for any consequences of the operation of such edited interfaces and assume all risk associated with such development, use and operation, and you furthermore agree that RiverMeadow will have no responsibility and no liability to you for any loss or damage in any way caused or associated with the operation of such edited interfaces.

2.6 Open Source Software Licenses. End User acknowledges that the RiverMeadow Solution is Linux-based and portions of the RiverMeadow Solution are subject to additional licenses that you shall be obligated to obtain separately from this Agreement, including without limitation Ubuntu, qemu, ntfs-3g, ms-sys, 7zip and grub ("Open Source Software") which are subject to the GNU General Public License ("GPL") as published by the Free Software Foundation. The Open Source Software shall not be subject to the terms and conditions herein. RiverMeadow provides no representations or warranties with respect to the Open Source Software and all implied warranties are disclaimed, in accordance with the terms of the GPL and any other license or agreement that affects the Open Source Software. In the event of any conflict between the terms herein and the GPL or any other applicable Open Source Software license agreement ("Open Source License Agreement"), the terms of the GPL or applicable Open Source License Agreement shall control. A copy of the GPL licenses can be obtained at <http://www.gnu.org/licenses/>. The source files for the Open Source Software are available via an FTP site from RiverMeadow, and can be obtained upon request submitted to support@rivermeadow.com. Notwithstanding the foregoing, the GPL and other applicable Open

Source License Agreements apply only to the Open Source Software and do not apply, in whole or part, to the remaining portions of the RiverMeadow Solution. In no event shall End User have any right to access or obtain the source code for the remaining RiverMeadow Solution.

2.7 End User Data. You represent and warrant that you own or have the right to use all End User Data that you provide to RiverMeadow in connection with the use of the RiverMeadow Solution. You hereby grant to RiverMeadow a license to use any End User Data that you provide to RiverMeadow in connection with the use of the RiverMeadow Solution solely for the purposes of providing the services as set forth in this Agreement. You acknowledge that End User Data and/or configuration may be affected as part of the services, and that RiverMeadow may install applications and other tools to Data Server images as part of the services.

Section 3. Warranty

3.1 Warranty. RiverMeadow warrants to End User that during the Term, the RiverMeadow Solution will be free of Errors. RiverMeadow's sole obligation for a breach of this warranty will be to use its commercially reasonable efforts to correct the Error identified in such notice, provided that if RiverMeadow is unable to correct any Emergency Error or High Severity Error (as defined in the Support Terms) within thirty (30) days of receiving such notice, End User will have the right to terminate this Agreement, any Order Form, any Support Terms and all other exhibits and amendments executed by the parties and attached to the Order Form for a refund of a pro-rated portion of any services fees and support and maintenance fees actually paid by End User for the remainder of the then-current Term.

3.2 Limitations. Notwithstanding the foregoing, the warranty in Section 3.1 and RiverMeadow's obligations set forth in Section 3.1 will not apply: (i) to the extent that an Error is due to causes that are external to the RiverMeadow Solution or otherwise beyond RiverMeadow's reasonable control, including, without limitation, natural disasters, fire, smoke, water, earthquakes, lightening, electrical power fluctuations or failures, or hardware or software not provided by RiverMeadow; (ii) if the RiverMeadow Solution has been misused and/or not used in compliance with the Documentation or this Agreement; (iii) if there has been a modification or attempted modification of the RiverMeadow Solution other than by RiverMeadow; or (iv) if End User has refused or otherwise failed to implement corrections, updates, enhancements, new releases or other modifications provided by RiverMeadow.

3.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 3.1, RIVERMEADOW MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE RIVERMEADOW SOLUTION, THE DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY RIVERMEADOW, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR DELAYS OR INTERRUPTION IN SERVICE RESULTING FROM USE OF THE INTERNET AND/OR TELECOMMUNICATIONS SERVICES NOT UNDER THE CONTROL OF RIVERMEADOW. THE RIVERMEADOW SOLUTION IS NOT WARRANTED TO OPERATE WITHOUT INTERRUPTION OR FAILURE. THE RIVERMEADOW SOLUTION SHOULD ONLY BE USED IN SYSTEMS DESIGNED WITH APPROPRIATE REDUNDANCY, FAULT TOLERANCE AND BACK-UP FEATURES.

Section 4. Support

RiverMeadow will provide Support Services for the RiverMeadow Solution, if purchased by End User or by a Reseller on End User's behalf, and pursuant to the Support Terms, for the period set forth in an Order Form and commencing on the date set forth in the Order Form. Notwithstanding the above, RiverMeadow shall have no obligation to provide Support Services for any versions or releases of the RiverMeadow Solution that are other than the most currently released commercial version of the RiverMeadow Solution.

Section 5. Limitations of Liability

5.1 Maximum Liability. To the maximum extent enforceable under applicable law, other than for payment of license and service fees pursuant to this Agreement, the entire liability of each party hereto and their respective affiliates to the other party and its affiliates for damages or other amounts arising out of or in connection with the RiverMeadow Solution, the Documentation, any other products or services provided by RiverMeadow, the use of any of the foregoing or any other aspect of this Agreement shall not exceed the total amount actually paid by End User for the RiverMeadow Solution and any other products and services provided under this Agreement in the twelve (12) month period immediately preceding the event giving rise to such claim.

5.2 WAIVER OF CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT ENFORCEABLE IN ACCORDANCE WITH APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, OR ANY DAMAGES

FOR LOST PROFITS OR REVENUE, LOST DATA OR LOST BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

5.3 LOSS OF USE OR DATA. IN ADDITION TO THE LIABILITY LIMITATIONS SET FORTH ABOVE, TO THE MAXIMUM EXTENT ENFORCEABLE IN ACCORDANCE WITH APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL RIVERMEADOW OR ITS AFFILIATES BE LIABLE TO END USER, ANY RESELLER, THEIR RESPECTIVE AFFILIATES OR ANY OTHER PERSON OR ENTITY FOR ANY CLAIM, LOSS OR LIABILITY FOR INTERRUPTION IN THE OPERATION OF THE RIVERMEADOW SOLUTION OR FOR ANY LOSS OF DATA THAT OCCURS AS A RESULT OF IN CONNECTION WITH THE USE OF THE RIVERMEADOW SOLUTION, REGARDLESS OF WHETHER SUCH CLAIM, LOSS OR LIABILITY WAS FORESEEABLE BY RIVERMEADOW OR RIVERMEADOW WAS INFORMED OF THE POSSIBILITY OF SUCH CLAIM, LOSS OR LIABILITY.

5.4 DISCLAIMERS. THE LIMITATIONS IN THIS SECTION 5 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THE PARTIES ACKNOWLEDGE THAT BUT FOR THE FOREGOING DISCLAIMER, THE FEES CHARGED FOR THE RIVERMEADOW SOLUTION WOULD BE HIGHER AND RIVERMEADOW WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CERTAIN LIMITATIONS ON DAMAGES, SO A PORTION OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO END USER. IN THE EVENT THAT IMPLIED WARRANTIES CANNOT BE EXCLUDED, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THE RIVERMEADOW SOLUTION. THIS AGREEMENT GIVES END USER SPECIFIC LEGAL RIGHTS. END USER MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

Section 6. Third-Party Rights

6.1 Indemnification by RiverMeadow. Subject to this Section 6, RiverMeadow shall (i) defend End User from any claim asserted in a legal proceeding by a third party alleging that the then-current release of the RiverMeadow Solution, in the form provided by RiverMeadow to End User and used in compliance with Section 2 and the Documentation, infringes such third party's copyright, trade secret, patent or other intellectual property rights (a "Claim") and (ii) pay all liabilities, damages, losses, expenses, claims, demands, suits, fines, and judgments finally awarded against End User associated with such Claim ("Damages"), or any amount agreed to by RiverMeadow in settlement of such Claim ("Settlement Payments"); provided that End User promptly notifies RiverMeadow of any

such Claim in writing, RiverMeadow is given sole and exclusive control over the defense and settlement of such Claim, and End User provides all information and cooperation reasonably requested by RiverMeadow in connection with the defense and settlement of such Claim. If RiverMeadow assumes defense of the Claim, End User may retain its own counsel only at its own expense.

6.2 Fixes. If any portion of the RiverMeadow Solution becomes, or in RiverMeadow's opinion is likely to become, the subject of a claim of infringement, RiverMeadow may, at its option, (i) procure for End User the right to continue using the RiverMeadow Solution, (ii) replace or modify the RiverMeadow Solution to make it non-infringing or reduce the likelihood of infringement, such that the replacement or modification provides substantially the functionality required of the RiverMeadow Solution that is replaced or modified, or (iii) terminate this Agreement and, as RiverMeadow's sole liability and End User's sole remedy for such termination, refund to End User a pro-rated portion of any license fees and support and maintenance fees actually paid by End User hereunder for the remainder of the then-current term or scope of the license.

6.3 Indemnification by End User. End User will defend RiverMeadow against any claim, demand, suit or proceeding made or brought against RiverMeadow by a third party alleging that End User Date or End User's use of the RiverMeadow Solution in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against RiverMeadow"), and will indemnify us from any damages, attorney fees and costs awarded against us as a result of, or for any amounts paid by us in settlement of, a Claim Against RiverMeadow, provided we promptly notify you of any such Claim Against RiverMeadow in writing, End User is given sole and exclusive control over the defense and settlement of such Claim Against RiverMeadow, and we provide all information and cooperation reasonably requested by you in connection with the defense and settlement of such Claim Against RiverMeadow. If End User assumes defense of the Claim, RiverMeadow may retain its own counsel only at its own expense.

6.4 Limitations. Notwithstanding any of the foregoing, RiverMeadow shall have no obligations under this Section 6 with respect to any Claim to the extent that the alleged infringement is based on or arises out of: (i) any third-party hardware, software, data or other materials not provided or recommended by RiverMeadow and used with the RiverMeadow Solution; (ii) use of the RiverMeadow Solution other than in accordance with this Agreement and the Documentation; (iii)

modifications or additions to the RiverMeadow Solution not made by RiverMeadow; or (iv) End User's continuation of an allegedly infringing activity after being notified thereof.

6.5 No Other Liabilities. This Section 6 states the entire liability of RiverMeadow with respect to any claims of infringement or misappropriation of intellectual property rights.

Section 7. Proprietary Rights

End User acknowledges that, other than Open Source Software, RiverMeadow has and shall retain all right, title and interest (including, without limitation, all intellectual property rights) in and to the RiverMeadow Solution and Documentation, including all modifications, improvements and additions thereto and all derivative rights therein.

End User acknowledges that RiverMeadow shall remain exclusive owner of any and all developments and designs made in the course of this Agreement by use of the RiverMeadow Solution, and RiverMeadow shall own and retain all right, title, interest, and any intellectual property rights attached thereto.

End User grants to RiverMeadow a worldwide, limited-term license to host, copy, transmit and display End User Data, and any non-RiverMeadow applications and programs provided by you, as necessary for RiverMeadow to provide the RiverMeadow Solution in accordance with this Agreement. Subject to the foregoing limited license, RiverMeadow acquires no right, title or interest from you under this Agreement in or to End User Data.

Section 8. Confidentiality

8.1 RiverMeadow Information. Except as otherwise expressly provided in this Section 8.1, End User shall protect and keep confidential all RiverMeadow Information. End User shall use RiverMeadow Information only for the purposes contemplated by this Agreement. End User may disclose RiverMeadow Information only (i) as necessary for its use of the RiverMeadow Solution in accordance with this Agreement, (ii) to End User's employees or third-party contractors who have agreed in writing to maintain such information in confidence; or (ii) if required to do so by subpoena, court order or legal process, provided that RiverMeadow is provided sufficient written notice to request a protective order.

8.2 End User Information. Right to Disclose. Except as otherwise expressly provided in this Section 8.2, RiverMeadow shall protect and keep confidential all End User Information and shall use End User Information only for the purposes contemplated in this Agreement and for purposes of improving and enhancing the RiverMeadow Solution. RiverMeadow may disclose End User Information only (i) as necessary to support End User's use of the RiverMeadow Solution in accordance with this Agreement, (ii) to RiverMeadow's employees or third-party contractors who have agreed in writing to maintain such information in confidence; or (iii) if required to do so by subpoena, court order or legal process, provided that End User is provided sufficient written notice to request a protective order.

8.3 Exceptions. Sections 8.1 and 8.2 shall not apply to Information of the disclosing party that (i) is or becomes generally available to the public other than through a wrongful act of the receiving party; (ii) is or becomes available to the receiving party on a non-confidential basis from a source that is entitled to disclose it to the receiving party; or (iii) is independently developed by the receiving party, its employees or third-party contractors without access to or use of the disclosing party's Information

8.4 RiverMeadow Solution; Documentation. End User acknowledges that the RiverMeadow Solution and Documentation constitute RiverMeadow Information.

Section 9. Duration, Termination and Fees

9.1 Duration. RiverMeadow shall provide the services and the license rights granted herein for the Term. End User and RiverMeadow may extend or renew the services upon written agreement.

9.2 Fees & Charges. End User shall pay all license fees, service fees and other charges set forth in an Order Form according to the terms of this Agreement. Any failure to pay such fees and charges shall constitute a material breach of this Agreement.

9.3 Payments and Late Fees. Undisputed payments are due in full within thirty (30) calendar days after the date of the RiverMeadow invoice ("Due Date"). Any payment not received on or prior to the Due Date will accrue interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by law.

9.4 Sales and Use Taxes. End User shall be responsible for all sales and use taxes (or similar taxes), if any, on the RiverMeadow Solution and shall promptly pay RiverMeadow for such taxes upon RiverMeadow's written invoice to End User for such taxes.

9.5 Billing. Except as otherwise set forth in the applicable Order Form, (i) monthly recurring fees, if any, will be billed monthly in advance; (ii) per-server fees will be billed upon completion of migration, monthly in arrears, as will other varying or usage-based fees, if any; (iii) Support fees will be billed annually in advance; and (iv) installation or other non-recurring fees, if any, will be billed monthly in arrears.

9.6 Termination for Breach. Either party shall be entitled to terminate this Agreement in the event the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days of being notified in writing of such breach.

9.7 Discontinued Use. Upon any expiration or termination of this Agreement or any Order Form, End User shall immediately (i) discontinue use of the RiverMeadow Solution and Documentation and (ii) remove, delete and otherwise destroy all copies (electronic or otherwise) of the RiverMeadow Solution and Documentation. Notwithstanding the foregoing, End User shall be permitted to use the RiverMeadow Solution for the duration of any prepaid term, unless the termination is due to such End User's uncured breach of this Agreement or the relevant Order Form.

9.8 Effect of Termination. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other party for damages of any kind solely as a result of terminating this Agreement, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

9.9 Survival. Upon any expiration or termination of this Agreement, the rights and obligations of the parties shall terminate, except that Sections 2.2, 2.4, 3.3, 5, 6, 7, 8, 9.7, 9.8 and 10 shall survive such expiration or termination. End User's liability and obligation to pay any fees or other amounts that have accrued prior to such expiration or termination will also survive such expiration or termination.

Section 10. Miscellaneous

10.1 Governing Law and Jurisdiction. This Agreement will be governed by the laws of the Commonwealth of Massachusetts, United States without regard to any rules governing conflicts of laws. Each party consents to the exclusive jurisdiction and venue of the courts in the Commonwealth of Massachusetts. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief under this Agreement in any court of competent jurisdiction.

10.2 Independent Contractors. RiverMeadow and End User shall perform their obligations under this Agreement as independent contractors, and nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the parties.

10.3 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior and contemporaneous communications, representations, agreements and/or undertakings, either verbal or written, between the parties in respect of the said subject matter.

10.4 Amendment. Any amendment or other modification of any of the terms and provisions of this Agreement must be in writing and signed by a duly authorized representative of each party.

10.5 Severability and Limitations of Actions. In the event that any provision of this Agreement or the application thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement and its application to other persons shall not be affected thereby, and the remaining provisions of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law, and the parties agree in such event to substitute forthwith the invalid, unlawful or unenforceable provision by such effective provision as will most closely correspond with the legal and economic contents of the provision(s) so voided.

10.6 Waiver. The waiver by any party of a breach or default by the other party of any provision of this Agreement shall not be construed as a waiver by such party of any succeeding breach or default by the other party in the same or other provision, nor shall any delay or omission on the part of

either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any such right or remedy.

10.7 Assignment. Neither party may assign its interest in this Agreement to a third party without the advance written consent of the other party, such consent not to be unreasonably withheld; provided, however, that no consent shall be required for any assignment by a party to the successor of all or substantially all of the assets of such party to which this Agreement relates (whether by merger, stock purchase, asset purchase or otherwise).

10.8 Force Majeure. Neither party shall be responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, earthquakes, floods, or other acts of God or severe weather conditions, by war, terrorism or other violence or acts a public enemy, by strikes or other labor disputes, by laws, orders, proclamations, regulations, ordinances, demands, or requirements of any governmental authority, or by any other cause beyond the reasonable control of such party.

10.9 Notices. Any notice to be given under this Agreement shall be in writing and addressed to the party at the address set forth in the applicable Order Form. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal, or (iv) if sent by certified or registered mail, within five days of deposit in the mail.

10.10 Advertising and Publicity. RiverMeadow agrees that no acknowledgement or other information concerning this Agreement and the Services provided hereunder will be made public by RiverMeadow without the prior written consent of End User, such consent not to be unreasonably withheld. Furthermore, RiverMeadow shall not use End User's name, photographs, logos, trademarks, copyrights, or other identifying characteristics or that of any of its subsidiaries or affiliates without End User's prior written approval, such approval not to be unreasonably withheld.

10.11 RiverMeadow Trademarks. End User agrees to include the RiverMeadow logo and other identifying information on the RiverMeadow Solution and any related marketing material, and RiverMeadow grants End User a limited, non-exclusive license during the Term to use

RiverMeadow's logos and trademarks solely to promote and resell the RiverMeadow Solution in accordance with the rights granted to and the restrictions upon End User hereunder. End User agrees to comply with RiverMeadow's standard usage guidelines for all RiverMeadow logos and trademarks. End User agrees to deliver to RiverMeadow copies of materials that include RiverMeadow logos or trademarks prior to distribution or release of such materials for RiverMeadow's approval. No materials that include logos or trademarks may be distributed or released by End User without RiverMeadow's prior written approval. End User agrees that it will not at any time now or in the future challenge or assist others in challenging the validity of the RiverMeadow Marks, or attempt to register confusingly similar trademarks, trade names, service marks, domain names or logos.