CLIENT SERVICES AGREEMENT

This Client Services Agreement (the “Agreement”) is made and entered into by and between you (“Client”, “You” or “Your”) and Scoir, Inc. (“Scoir”, “We”, “Us” or “Our”). If You are entering into this Agreement on behalf of an educational institution, an educational administrative organization, an education industry association, a company, or other legal or professional 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 “Client”, “You” and “Your” shall refer to such entity and its Affiliates.

This Agreement contains the terms and conditions that govern Your use of, and the terms and conditions upon which We will provide to You, the Services defined herein. By accepting this Agreement, either by clicking a box indicating Your acceptance or by executing an order form that references this Agreement, You acknowledge that You have read, understand, and agree to the terms of this Agreement. If You do not agree with these terms and conditions, You must not accept this Agreement and You may not use the Services.

This Agreement was last updated on September 26, 2018. Scoir reserves the right to modify this Agreement from time to time in accordance with the provisions contained herein.

1. DEFINITIONS. Capitalized terms defined herein shall have the meanings ascribed to them, including the following terms, which shall have the following meanings:

   “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity; and “control”, for purposes of this definition, means direct or indirect ownership or influence of more than 50% of the voting interests of the subject entity.

   “Confidential Information” means all information disclosed by one party (“Disclosing Party”) to another 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.

   “Content” means any information inputted into the Website by Us or a User and which may be accessible by any User.

   “Data” means any information inputted into the Website by You or with Your authority, including, without limitation, information inputted by Invitees, and which is restricted to access by You, Invitees, and other Users that You or Invitees may permit; Data shall include Personally Identifiable Information.

   “Intellectual Property Rights” means any patent, trademark, service mark, copyright, moral right, right in design, know-how and any other intellectual or industrial property rights anywhere in the world whether or not registered.

   “Invitee” mean any User who is authorized by You to use the Services, or any portion thereof, and for whom You have provisioned the Services. Invitees may include, for example, Your students and their parents or guardians, teachers, guidance counselors, and administrators.

   “Order Form” means an ordering document or online order entered into between You and Us that identifies Client and specifies the Initial Term of this Agreement and the fees payable by You for the Services to be provided hereunder.
“Personally Identifiable Information” means (1) an Invitee’s (a) first name and last name, or (b) first initial and last name; in combination with (2) that Invitee’s (a) student identification number, (b) Social Security number, (c) state-issued identification number, (d) financial account number, (e) credit card number, or (f) bank debit card number; provided, however, that Personally Identifiable Information shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

“Services” means the online college search, guidance, application and admissions services, provided on the Website and through which You can connect with Invitees and You and Invitees may connect with other Users to whom You or Invitees may grant permission.

“User” means any person or entity who creates a user account on the Website. Users include, but are not limited to, You and Invitees.

“Website” means the public Internet site available at the domain https://app.scoir.com and any subdomain thereof.

2. USE OF THE SERVICES.

2.1. Your Use. Scoir grants You the right to access and use, and grant Invitees access to use, the Services for Your own lawful and legitimate business or organizational purposes. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement.

2.2. Use by Invitees. You acknowledge and agree that, subject to any applicable agreement between You and an Invitee, or any other applicable laws:

   (a) You determine who is an Invitee;

   (b) You are responsible for all Invitees’ use of the Services;

   (c) You control each Invitee’s level of access to the relevant portions of the Services at all times and can revoke or change an Invitee’s access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invitee or shall have that different level of access, as the case may be;

   (d) if there is any dispute between You and an Invitee regarding access to the Services, or any portion thereof, You shall decide what access or level of access to the Services, or any portion thereof, that Invitee shall have, if any.

2.3. Changes to the Services. We reserve the right to modify and update the Services at any time and such modification or update will be effective when posted on the Website or when You are notified by other means. We will provide 30 days’ prior notice of any such material change. If You do not wish to be bound by such change, You may discontinue using and terminate the Services before the change becomes effective. Your continued use of the Services after the change becomes effective indicates Your agreement to such modification or update.

3. SCOIR’S RESPONSIBILITIES.

3.1. Provision of Services. We will make the Services available to You pursuant to this Agreement and any applicable Order Form and use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime, of which We shall give advance electronic notice, and (ii) any unavailability caused by circumstances beyond Our reasonable
control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, third-party application, or denial of service attack.

3.2. **Data Protection.** We will develop, implement, and maintain a comprehensive written information security program ("WISP") documenting the administrative, physical, and technical safeguards We take to protect the security, confidentiality, integrity, and availability of Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Personally Identifiable Information by Our personnel except (i) to provide the Services and prevent or address service or technical problems, (ii) as compelled by law in accordance with Section 10.4 (Compelled Disclosure) below, or (iii) as You expressly permit. In the event of any unauthorized access or acquisition of Personally Identifiable Information, We shall, without unreasonable delay, notify in writing those Users affected, and any required state or local regulatory agency.

3.3. **Our Personnel.** We will be responsible for the performance of Our personnel, including Our employees and contractors, and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

3.4. **User-Generated Content.** We will take reasonable measures to ensure that no Content uploaded by Users is erroneous, defamatory, libelous, slanderous, obscene or profane, and We will expeditiously review and, if We deem appropriate, remove such Content from the Website whenever such Content is brought to Our attention. Notwithstanding the foregoing, We, as a provider of services that permit the upload of user-generated content, will not be liable for the accuracy or appropriateness of any Content. In addition, certain portions of the Services may contain functionality by which Users may post reviews, make recommendations, or give ratings of Content and Data. No review, recommendation, or rating provided within the Services shall be deemed to be either an endorsement by Scoir or an accurate statement of quality, competency, experience or qualification pertaining to the subject matter thereof.

4. **CLIENT’S RESPONSIBILITIES.**

4.1. **General Obligations.** You must only use the Services for Your own lawful and legitimate business or organizational purposes and in accordance with this Agreement and any notice sent by Us or condition posted on the Website. You may use the Services on behalf of others or in order to provide services to others; provided, however, that You are expressly authorized to do so.

4.2. **Access Conditions.** You must ensure that all usernames and passwords required to access the Services are kept secure and confidential. You agree to immediately notify Us of any unauthorized use of Your passwords or any other security breach and You agree to take all other actions that We reasonably deem necessary to maintain or enhance the security of the Website, the Data, and Your access to the Services.

4.3. **Use Conditions.** When using the Services, You agree to:

   a. not attempt to undermine the security or integrity of the Website, the Data, the Services, and, where the Services are hosted by a third party, that third party’s computing systems and networks;

   b. not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;

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(c) not attempt to gain unauthorized access to any Data or portions of the Services other than those to which You have been given express permission to access;

(d) not transmit via, or input into, the Website, any (i) files that may damage any User’s computing devices or software; (ii) Content that may reasonably be deemed to be offensive to any other User; or (iii) Content or Data in violation of any law or Intellectual Property Rights; and

(e) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website.

4.4. Communication Conditions. If You use any communication tools available through the Website (such as a forum, chat room or message center), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including, but not limited to, offers of goods or services for sale and commercial solicitations. When You make any communication on the Website, You represent that You are permitted to make such communication. Scoir is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. Notwithstanding the foregoing, Scoir reserves the right to remove any communication at any time in its sole discretion.

5. PRIVACY

5.1. Family Educational Rights and Privacy Act. In the event Client is subject to the provisions of the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”), then Client hereby (i) appoints Scoir as a "school official" pursuant to FERPA §99.31(a)(1)(i)(B); and (ii) determines that, for the purpose of carrying out its responsibilities under the Agreement, Scoir has a "legitimate educational interest" pursuant to FERPA §99.7(a)(3)(iii); and (iii) prohibits, except as expressly provided for in FERPA §99.31, Scoir from disclosing personally identifiable information from an education record of a student without prior consent.

5.2. Children’s Online Privacy Protection Act. In the event that Client's use of the Services is, or may reasonably be, used by or directed to individuals under the age of 13, then Client and Scoir shall (i) comply fully with the provisions of the Children’s Online Privacy Protection Act of 1998, as amended (“COPPA”), and (ii) be considered the “operator” of the Website pursuant to COPPA §1302(2).

6. THIRD PARTY SERVICES. Through the Services, You and Invitees may be able to elect to receive services from partners of Scoir (each such service, a “Third Party Service”, and each such partner, a “Partner”). Third Party Services are not provided on the Website and they are not considered part of the Services covered by this Agreement. Scoir is not responsible for Third Party Services or any material, information or results available through Third Party Services and the applicable Partners may require You and Invitees to agree to terms and conditions or agreements with respect to their provision of the Third Party Services to You or Invitees. You or Invitees are solely responsible for, and assume all risk arising from, Your or Invitees’ election and receipt of any Third Party Service. If You or Invitees elect to receive a Third Party Service, You or Invitees, as the case may be, authorize Us to submit to the applicable Partner certain information and Data about You or Invitees that such Partner may reasonably request in order to provide the Third Party Service to You or Invitees, provided that Our sharing of such information and Data is (i) authorized by You or Invitees, as the case may be, and (ii) not otherwise prohibited by FERPA, COPPA, or other statute or federal regulation (the “Shared Information”). You are responsible for the accuracy of all Shared Information provided to Us and approved to be submitted to Partners. You represent and warrant that You have all the rights in and to any Shared Information necessary to provide Shared Information, and that Scoir’s use of Shared Information as contemplated hereunder will not violate any rights of privacy or
other proprietary rights, or any applicable local, state or federal laws, regulations, orders or rules. You and Invitees agree that by electing to receive a Third Party Service, and consenting and authorizing Us to submit your Shared Information to a Partner, You and Invitees have waived and released any claim against Us arising out of a Partner’s use of Shared Information. In no event will Scoir be liable to You, Invitees or any third party for any direct, indirect, consequential, special, or punitive loss or damages regardless of whether such damages are based on contract, tort (including negligence), strict liability, or any other theory or form of action or whether We knew or should have known of the likelihood of such damages in any circumstances, arising out of or related to a Partner’s use of Shared Information.

7. **FEES AND PAYMENTS.**

7.1. **Service Fees.** The Services, or certain portions thereof, may require a fee for Your access and use and certain special services, such as implementation and data migration services, may be fee-bearing. You agree to pay for the Services and all special services, if applicable, in accordance with the fee schedule set forth on the Order Form. Such fees are payable in advance of Your use of the Services and exclusive of any sales, use or similar taxes imposed thereon. All fees paid by You are non-refundable except as otherwise provided for herein.

7.2. **Changes to Fees.** Scoir reserves the right to introduce new fee-bearing services and to change the schedule of fees from time to time upon no less than 30 days’ advance notice to You; provided, however, that such fee changes for services then in effect on Your account shall not become effective until the end of the then-current Term, as set forth on the Order Form. If a fee change to the Services is not acceptable, You may cancel this Agreement as provided herein prior to the time when such changes takes effect. Your continued use of the Services constitutes Your agreement to those changes.

7.3. **Non-Payment.** If We are unable to collect fees due because of insufficient funds in Your bank account or for any other reason, You must pay the amount due immediately upon demand, plus any applicable processing fees, bank fees or charges for return items, plus any attorney’s fees and other costs of collection as allowed by law. In addition to the foregoing, Scoir may suspend the Services or terminate this Agreement and avail itself of any other available remedy.

8. **TERM; TERMINATION.**

8.1. **Term.** This Agreement shall become effective on the date of Your acceptance hereof and shall continue for the period set forth in the Order Form ("Initial Term"). At the end of the Initial Term, and each subsequent anniversary thereof, this Agreement shall automatically renew for an additional one-year period ("Renewal Term") unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant Initial Term or Renewal Term or until terminated pursuant to Section 8.2.

8.2. **Termination for Convenience.** You may terminate this Agreement at any time for any reason, or for no reason, by providing Us with 30 days’ advance written notice. No prepaid fees shall be or become refundable upon termination pursuant to this Section 8.2.

8.3. **Termination for Cause.** Either party may terminate this Agreement for cause in the event that the other party materially breaches any provision of this Agreement and such breach, if capable of being cured, is not cured within 30 days of receiving written notice of such breach from the terminating party.

8.4. **Post-Termination Rights.** If this Agreement is terminated by You in accordance with Section 8.3, We will refund You any prepaid fees relating to Your access and use of the Services after the
effective date of termination. Upon request by You made within 30 days after the effective date of termination of this Agreement, We will make the Data available to You for export or download. After such 30-day period, We will have no obligation to retain or make available to You any Data, unless legally required. Scoir shall not be liable for any costs, losses, damages, or liabilities arising out of or related to termination of this Agreement.

8.5. **Surviving Provisions.** Sections 7 (Fees and Payments), 8.4 (Post-Termination Rights), 8.5 (Surviving Provisions), 9 (Proprietary Rights), 10 (Confidentiality), 11.3 (Disclaimers), 12 (Indemnities), 13 (Limitation of Liability) and 14 (General Provisions) will survive any terminated of this Agreement.

9. **PROPRIETARY RIGHTS**

9.1. **General.** Scoir, or its licensors, owns all worldwide right, title and interest in and to the Website, Content, and applications and software platform used to provide the Services. This Agreement does not convey any proprietary interest in or to any Our Intellectual Property Rights or rights of entitlement to the use thereof except as expressly set forth herein.

9.2. **Ownership of Data.** Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on Your compliance with the terms and conditions of this Agreement. You hereby grant Us a license to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of services to You.

9.3. **Third-Party Services and Your Data.** If You enable Third-Party Service for use in conjunction with the Services, Scoir shall not be responsible for any disclosure, modification or deletion of Data resulting from any such access by Third Party Service.

9.4. **User Feedback.** Any feedback, comments and suggestions You or Invitees may provide for improvements to the Services is given entirely voluntarily and We will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such feedback as We see fit, entirely without obligation or restriction of any kind.

10. **CONFIDENTIALITY**

10.1. **Confidential Information.** Your Confidential Information includes the Data; Our Confidential Information includes the terms and conditions of all Order Forms; and Confidential Information of each party includes that which is clearly marked by the Disclosing Party as “confidential” at the time of its disclosure.. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party.

10.2. **Degree of Care.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of any Order Form to any third party other than its Affiliates, legal counsel and accountants without the
other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section.

10.3. **Permitted Disclosure.** Notwithstanding the foregoing, You may disclose the terms of any applicable Order Form to the extent required under any state or local “Right-To-Know-Law” and We may disclose the terms of any applicable Order Form to the extent necessary to perform Our obligations to You under this Agreement.

10.4. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

11. **REPRESENTATIONS, WARRANTIES AND DISCLAIMERS**

11.1. **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

11.2. **Our Warranties.** We warrant that, during the term of this Agreement: (i) We will not materially degrade the safeguards for protection of the security, confidentiality and integrity of the Data; (ii) We will provide to You, upon reasonable request, a copy of Our then-current WISP; and (iii) that the Services will perform materially in accordance with the terms hereof. For any breach of these warranties, Your exclusive remedies are those described in Section 8 (Term; Termination).

11.3. **Disclaimers.** Your use of the Services is entirely at Your own risk. Scoir is not in the business of providing student counselling, college guidance, or any other professional services or advice. The Services is provided “AS IS” and on an “AS AVAILABLE” basis. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCOIR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR THE ACCURACY, RELIABILITY, QUALITY OF ANY CONTENT, DATA OR INFORMATION IN OR LINKED TO THE SERVICE. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. SCOIR DOES NOT WARRANT THAT THE SERVICE WILL BE COMPLETELY SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION.

12. **INDEMNITIES**

12.1. **Indemnification by Us.** To the fullest extent permitted by law, We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Services infringes or misappropriates such third party’s Intellectual Property Rights (a “Claim Against You”), and We will indemnify and hold You harmless from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (i) promptly give Us written notice of the Claim Against You, (ii) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (iii) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Services, We may in Our discretion and at no cost to You (a)
modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties above, (b) obtain a license for Your continued use of that Services in accordance with this Agreement, or (c) terminate Your use for that Services upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term then in effect. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Data, a third-party application provisioned by You, or Your use of the Services in violation of this Agreement or applicable Order Forms.

12.2. **Indemnification by You.** To the fullest extent permitted by law, You will defend Scoir against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that any of Your Data infringes or misappropriates such third party’s intellectual property rights, or arising from Your use of the Services or Content in violation of the Agreement, Order Form or applicable law (each a “Claim Against Us”), and You will indemnify and hold Us harmless from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (i) promptly give You written notice of the Claim Against Us, (ii) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (iii) give You all reasonable assistance, at Your expense.

12.3. **Exclusive Remedy.** This Section 12 states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of claim described in this Section 12.

13. **LIMITATION OF LIABILITY**

13.1. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY’S OR ITS AFFILIATES’ REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

13.2. **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY, TOGETHER WITH ALL OF ITS AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE MAXIMUM OF (A) THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, AND (B) FIVE HUNDRED U.S. DOLLARS. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES’ PAYMENT OBLIGATIONS SET FORTH HEREIN.

13.3. **Exceptions.** EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 13 WILL NOT APPLY TO CLAIMS PERTAINING TO BREACHES OF PRIVACY (SECTION 5) OR CONFIDENTIAL INFORMATION (SECTION 10) OBLIGATIONS, THIRD PARTY CLAIMS UNDER INDEMNITIES (SECTION 12), AND DAMAGES RESULTING FROM A PARTY’S GROSS NEGLIGENCE OR WILFULL MISCONDUCT.

14. **GENERAL PROVISIONS**
14.1. **Publicity.** Except as otherwise provided for in Section 10.3 (Permitted Disclosure), neither party may publicize the relationship created by, or Services provided pursuant to, this Agreement without the other party’s express prior written consent. Notwithstanding the foregoing, We hereby grant You permission to display Our name, Our logo and links to the Website on Your websites and other materials as you may reasonably deem appropriate to promote the Services to Invitees.

14.2. **No Agency.** For the avoidance of doubt, We are entering into this Agreement as principal and not as agent for any other company. Subject to any permitted Assignment under Section 14.6, the obligations owed by Us under this Agreement shall be owed to You solely by Us and the obligations owed by You under this Agreement shall be owed solely to Us.

14.3. **Governing Law.** This Agreement shall be interpreted, governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of laws principles thereof. The parties hereby irrevocably submit to the jurisdiction of any state or federal court located within or for Chester County, Pennsylvania, in any action or proceeding arising out of, or relating to, this Agreement and acknowledge and agree that all claims in respect of the action or proceeding may be heard and determined in any such court. You also agree not to bring any action or proceeding arising out of, or relating to, this Agreement in any other court. You waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

14.4. **Electronic Transmission.** This Agreement, and any amendments hereto, by whatever means accepted, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were an original signed version thereof delivered in person. Neither party hereto shall argue that a contract was not formed hereunder based on either (i) the use of electronic means to deliver a signature or to indicate acceptance of this Agreement or (ii) the fact that any signature or acceptance of this Agreement was transmitted or communicated through electronic means; and each party forever waives any related defense.

14.5. **Entire Agreement; Amendments.** This Agreement is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

14.6. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (together with all Order Forms), without the other party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.7. **Relationship of the Parties.** Scoir is an independent contractor to Client. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.8. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

14.9. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
14.10. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

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