



SOFTWARE AS A SERVICE (SaaS) AGREEMENT

This Software as a Service Agreement (“SaaS Agreement”) is by and between Advantiv Solutions LLC (“Advantiv”) and You, as defined in Your SaaS Subscription Order Form. The term "Agreement" includes this SaaS Agreement, Your SaaS Subscription Order Form, and any other document which is incorporated herein by reference.

This Agreement was last updated on January 22, 2018. It is effective between You and Us as of the date of You accepting this Agreement.

1. Defined Terms.

“**Access Credentials**” refers to the password or similar credentials issued by Us to You, enabling access to the Services.

“**Authorized Users**” or “**Users**” means individuals appointed by You to access and use the Services, which may include Your officers, employees and/or consultants and agents performing services for You or on Your behalf.

“**Content**” means information obtained by Us and provided to You pursuant to a SaaS Subscription Order Form, as more fully described in the Documentation.

“**Documentation**” means Our online user guides, documentation, and help and training materials, as updated from time to time, accessible via help.decisiondirector.com.

“**Malicious Code**” means code, files, scripts, agents, or programs intended to do harm, including, for example, computer viruses, worms, Trojan horses, logic bombs, spyware, adware and backdoor programs.

“**Hosted Environment**” refers to the common integrated hardware and software components (including but not limited to hardware, software, servers, networks and technology installed within such environment, but excluding the particular software defined in the SaaS Subscription Order Form) used by Us to provide the Services, excluding any hardware, software or telecommunication networks outside the scope of Our span of control (such as but not limited to the internet and telecommunication networks used to connect to the Hosted Environment).

“**Professional Services**” or “**Service Hours**” refers to the advisory, administrative, and project and technical support services provided by Us to You as defined in the SaaS Subscription Order Form.

“**SaaS Subscription Order Form**” refers to either a) the Order Form completed and signed by You and Us, or b) the Quote for Subscription provided by Us, each defining the products and services to be provided by Us to You.

“**Security Policy**” refers to Our Security and Data Policy published at Our website www.advantiv.com/policies, considered incorporated herein by reference.

“**Services**” means the services of (i) hosting the software defined in the SaaS Subscription Order Form and providing for associated data storage through the Hosted Environment, (ii) providing Authorized Users access to such software and (iii) operating the Hosted Environment for the purpose of (i) and (ii).

“**Service Commencement Date**” means the specific date set forth in Your SaaS Subscription Order Form, or in the absence thereof the date on which We provide You with Your Access Credentials.

“**Service Level Agreement**” or “**SLA**” refers to Our Service Level Agreement published at Our website www.advantiv.com/policies, considered incorporated herein by reference.

“**We**”, “**Us**”, or “**Our**” means Advantiv.

“**You**” or “**Your**” means the customer identified in the applicable SaaS Subscription Order Form.

“**Your Data**” refers to any information, data and/or files You transmit, upload, create, or store to or on the Hosted Environment in association with Your use of the Services.

2. Services Provided by Us.

2.1. Provision of Services and Content. We will (a) make the Services and Our Content available to You pursuant to this Agreement and the applicable SaaS Subscription Order Form(s), and (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime in accordance with Our SLA, and (ii) any unavailability caused by circumstances beyond Our reasonable control in accordance with Section 11.4 (Force Majeure).

2.2. Protection of Your Data. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (c) as You expressly permit in writing.

2.3. Delegation/Subcontracting. You acknowledge that We, for the provisioning of the Services, use the services of third party subcontractors, including but not limited to third-party data centers, and You consent to the corresponding subcontracting of Our obligations under this Agreement. We shall be responsible for any act or omission by said third party subcontractors which, if performed by Us, would constitute a breach of Our obligations under this Agreement.

2.4. Account. Only Authorized Users appointed by You in accordance with the terms set forth herein are entitled to use the Services under the terms of this Agreement. You are responsible for the use of the Services by any Authorized User, as well as for use of the Services by any third party that uses the Services through Your Access Credentials. You are responsible for implementing Your own security measures in order to safeguard your Access Credentials and to prevent disclosure of the same to any third party not designated as an Authorized User.

2.5. Security. In relation to the provisioning of the Services, We implement the security measures detailed in the Security Policy. We disclaim any liability for unauthorized access, use or release of any Your Data, unless such access, use or release results from Our failure to meet its security obligations set forth by the Security Policy.

2.6. Your Data. You may transmit, upload, or otherwise create Your Data to or within the Hosted Environment. We agree to only process Your Data for the performance of the Services and in accordance with the terms set forth herein. In case You upload Your Data, You (not Us) have control over such Your Data. You grant Us authorization to view, store, copy, and delete or otherwise process Your Data as part of Our standard performance of the Services and You irrevocably consent and agree to the processing of Your Data by Us for such purpose.

2.7. Regulatory compliance. We represent and warrant that the performance of the Services will be in compliance with any and all applicable laws, rules, and regulations. You represent and warrant that Your use of the Services will be in compliance with any and all applicable laws, rules and regulations. You specifically warrant that You have sufficient rights, title and interests in and to any Your Data for uploading and using the same within the scope of the Services, and for granting Us the authorization set forth in Section 2.6 (Your Data) above.

3. Your Responsibilities and Usage Restrictions.

3.1. Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Us promptly of any such unauthorized access or use, and (d) use Services and Content only in accordance with the Documentation and applicable laws and government regulations. You will use reasonable security precautions in light of Your use of the Services, including encrypting any information while in transit to or from the Services. You will reasonably cooperate with any of Our investigations into Service outages, security problems, and/or suspected breaches of the Agreement.

3.2. Usage Restrictions. You will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) copy a Service or any part, feature, function or user interface thereof, (h) copy Content except as permitted herein or in a SaaS Subscription Order Form or the Documentation, (i) access any Service or Content in order to build a competitive product or service, or (j) reverse engineer any Service (to the extent such restriction is permitted by law).

4. Fees and Payment.

4.1. Fees. You will pay all fees specified in the SaaS Subscription Order Form. Except as otherwise specified herein or in a SaaS Subscription Order Form, (i) fees are based on Services and Content purchased and not actual usage, and (ii) payment obligations are non-cancelable and fees paid are non-refundable.

4.2. Invoicing and Payment. You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant SaaS Subscription Order Form. Unless otherwise stated in the SaaS Subscription Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.3. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment).

4.4. Payment Disputes. We will not exercise Our rights under Section 4.3 (Overdue Charges) or 6.4 (Suspension of Services) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.5. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 4.5, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Intellectual Property Rights.

5.1 Your Rights. You retain all rights, title, and interests in and to Your Data. You retain all rights, title and interests in and to any extensions You may make to Our Content. Nothing set forth herein shall be of nature to assign or transfer any rights in Your Data or Your extensions to Our Content to Us.

5.2 Our Rights. We retain all rights, title, and interests in and to the Services and Content, any software hosted as part of the Services, and the Hosted Environment. Nothing set forth herein shall be of nature to assign or transfer any rights in the Services or Content, the software hosted as part of the Services, or the Hosted Environment to You.

6. Term, Termination and Suspension.

6.1. Term. Unless set forth otherwise as part of the SaaS Subscription Order Form, this Agreement will come into force upon the Service Commencement Date for an initial period of one (1) year (the "Initial Term"). Following the Initial Term, this Agreement shall auto-renew by consecutive one (1) year periods (each period called a "Renewal Term"), unless either party provides the other with a written notification of non-renewal at least sixty (60) days prior to the expiration of the then current term. The Initial Term, together with any Renewal Term, is referred to as the "Term" of this Agreement. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase will not exceed 7% of the pricing for the applicable Service or Content in the immediately

prior subscription term, unless the pricing in the prior term was designated in the relevant SaaS Subscription Order Form as promotional or one-time.

6.2. Termination for Cause. Either party may terminate this Agreement by means of a written notification in accordance with Section 11.8 (Notices) in case of the other party failing to perform any material obligation under this Agreement, with such breach (if capable of being remedied) remaining uncured following a ten (10) days written notice. In case such breach is not capable of being remedied, termination may occur forthwith by means of a written notification.

6.3. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 6.2 (Termination for Cause), We will refund to You any prepaid fees covering the remainder of the term of all SaaS Subscription Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 6.2, You will pay any unpaid fees covering the remainder of the term of all SaaS Subscription Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

6.4. Suspension of Services. We may suspend the Services in case of: (i) any outstanding invoice not being paid within sixty (60) days from the invoice date; (ii) Our becoming aware of what We deem a credible claim that Your use of the Services violates any applicable law, rules or regulations or infringes upon third party rights; (iii) Your use of the Services in violation of Section 3 (Your Responsibilities and Usage Restrictions) or interfering with the normal operation of the Services or Hosted Environment; (iv) the security of the Services, of the Your Data, or of the Hosted Environment or Your access rights being compromised or in any event We decide that suspension of the Services is needed to protect the integrity of the Services or Hosted Environment; or (v) in any event where We are entitled to terminate this Agreement for cause. In each case of suspension as per above, We will give You an advance twelve (12) hours' notice, unless We reasonably determine that giving a shorter or no notice is necessary to protect Our interests, Your interests, or the interests of any third party.

6.5. Results of Termination. Following termination of this Agreement, (i) Your access rights shall lapse and We shall no longer be required to provide for any Services, and (ii) the parties shall return to each other, or destroy, within sixty (60) days from such termination, any Confidential Information received. Termination of this Agreement will not relieve a party from any accrued payment obligations.

6.6. Your Data Portability and Deletion. Your Data is always available for download by You at any time during the Term of this Agreement. After sixty (60) days past the expiration or termination of this Agreement, We will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control as provided in the Documentation, unless legally prohibited.

6.7. Surviving Provisions. The Sections titled "4. Fees and Payment", "5. Intellectual Property Rights", "6.3 Refund or Payment upon Termination", "6.6 Your Data Portability and Deletion", "7. Confidentiality", "8.3 Disclaimers", "9. Mutual Indemnification", "10. Limitation of Liability", "11.5 Governing Law", "11.8 Notices", and "11.14 Non-Disclosure" will survive any termination or expiration of this Agreement.

7. Confidentiality.

7.1. Definition of Confidential Information. “Confidential Information” means all 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. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all SaaS Subscription Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. 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, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. 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) (i) not to 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, to 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 no less stringent than those herein. Neither party will disclose the terms of this Agreement or any SaaS Subscription 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 Section 7.2.

7.3. 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.

8. Representations, Warranties, Exclusive Remedies and Disclaimers.

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

8.2. Our Warranties. We warrant that (a) this Agreement, the SaaS Subscription Order Form and the Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Services during a subscription term, (c) the Services will perform materially in accordance with the applicable Documentation, (d) We will not materially decrease the functionality of the Services during a subscription term, and (e) the Services and Content will not introduce Malicious Code into Your systems. For any breach of an above warranty, Your exclusive remedies are those described in Section 6.2 (Termination for Cause).

8.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED “AS IS”, EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

9. Mutual Indemnification.

9.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party’s intellectual property rights (a “**Claim Against You**”), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) 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 (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 8.2 (Our Warranties), (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days’ written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Your breach of this Agreement.

9.2. Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of any Service or Content in breach of this Agreement, infringes or misappropriates such third party’s intellectual property rights or violates applicable law (a “**Claim Against Us**”), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) 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 (c) give You all reasonable assistance, at Your expense.

9.3. Exclusive Remedy. This Section 9 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 9.

10. Limitation of Liability.

10.1. Limitation of Liability. NEITHER PARTY’S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF

LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT).

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. Miscellaneous.

11.1. Export Matters. You agree to abide and conform to any and all export regulations in force during this Agreement that are applicable to You or the Services provided, including but not limited to any export rules and regulations of the United States of America. You understand that these regulations may prohibit the export or re-export of documentation, and any information or technical data related to the Services.

11.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

11.3. Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. 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. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable SaaS Subscription Order Form, (2) this Agreement, (3) the Documentation, and (4) Your purchase order or other order documentation (if any).

11.4. Force Majeure. Neither party will be responsible for, nor be in default under this Agreement due to any delays or failure of performance resulting from acts or causes beyond its reasonable control, including without limitation, acts of war, export regulations, third-party labor strikes, power failures, natural disasters or other similar events (“**Force Majeure Events**”). In the event that either party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the party who has been so affected will promptly give notice to the other and will exercise all reasonable efforts to resume performance.

11.5. Governing Law. This Agreement and any supplemental documents and activities shall be deemed to be a contract made under and subject to and governed by the laws of the State of Arizona without regard to conflict of laws principles under the laws of the State of Arizona or any other state, and any litigation between the parties shall be brought within the courts of the State of Arizona (subject to the Dispute Resolution section below) and both parties irrevocably consent to the jurisdiction of such courts and agree that Maricopa County shall be the proper venue. Any action under this Agreement shall be commenced and prosecuted within one year after the cause of action accrues, and not afterward. The court sitting without a jury shall resolve any litigation. The prevailing Party shall be entitled to an award of reasonable attorneys' fees, court costs and other expenses incurred.

11.6. Dispute Resolution. In the event of any claim or dispute under this Agreement other than the failure of a Party to pay any amount due hereunder (a “**Dispute**”), the Party asserting the Dispute shall give written notice to the other Party, describing the Dispute and the relief requested. Within 30 days after the date of the notice, the Decision Makers for each Party, or other high level executives of the Parties, shall meet and confer (in person or by telephone), and shall participate in good faith to resolve the Dispute. If the Dispute has not been resolved by written agreement within 60 days after the date of the notice, the Parties may pursue any relief in an Arizona court.

11.7. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

11.8. Notices. All notices and communications under this Agreement shall be in writing and shall be delivered in person, mailed (postage prepaid), or delivered by overnight express carrier, to the address of the parties listed herein, or to any other address as a Party shall designate in a written notice to the other Party. All notices sent as provided in this section shall be deemed received if personally delivered or faxed with confirmation of receipt, then on the date of receipt; or if sent by overnight express carrier, on the next business day immediately following the day sent; or if by mail, four days after depositing in the U.S. Mail.

Notices to Us should be addressed to:

Advantiv Solutions, LLC
13835 N Tatum Blvd, Ste 9-409
Phoenix, AZ 85032

11.9. Execution. This Agreement will not be binding on either Party until it has been executed and delivered by both Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

11.10. Assignment. Neither Party may assign this Agreement without the written consent of the other Party, except that either Party may assign it to a corporation or organization to which it conveys substantially all of its assets, into which it is merged, or with which it is consolidated, provided the assignee expressly accepts and agrees to be bound by this Agreement in writing.

11.11. Additional Documents. The Parties shall execute and deliver such additional documents as are necessary or advisable to implement the intent herein.

11.13. Severability. In the event any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

11.14. Non-Disclosure. All terms and conditions are confidential and may not be disclosed to outside parties.