

## AGENCY PORTAL TERMS AND CONDITIONS

THESE AGENCY PORTAL TERMS AND CONDITIONS ("**TERMS AND CONDITIONS**") AND ANY ORDER (AS DEFINED HEREIN) FORM A BINDING AGREEMENT BETWEEN UPIC SOLUTIONS, INC. ("**UPIC**"), AND YOU AND, IF APPLICABLE, THE COMPANY OR LEGAL ENTITY THAT YOU REPRESENT (YOU AND/OR YOUR COMPANY OR LEGAL ENTITY MAY BE COLLECTIVELY REFERRED TO AS "**YOU**" OR "**COMPANY**") FOR YOUR USE OF THE SERVICES (AS DEFINED HEREIN).

BY CLICKING THE "I ACCEPT" BUTTON YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THESE TERMS AND CONDITIONS TAKE EFFECT WHEN YOU CLICK THE "I ACCEPT" BUTTON, SIGN AN ORDER, ACCESS OR USE THE PORTAL, OR OTHERWISE COMMUNICATE YOUR ACCEPTANCE TO UPIC (THE "**EFFECTIVE DATE**"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU ARE AUTHORIZED TO BIND THAT COMPANY OR LEGAL ENTITY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR ARE UNWILLING OR UNABLE TO BE BOUND BY THIS AGREEMENT, DO NOT CLICK "I ACCEPT" AND DO NOT ACCESS OR USE THE SERVICES.

BY USING THE SERVICES, YOU WARRANT THAT: (A) YOU ARE 18 YEARS OF AGE OR OLDER AN OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; (B) YOU ARE COMPETENT TO UNDERSTAND AND ABIDE BY THE TERMS; (C) YOU HAVE READ AND UNDERSTAND THE TERMS; (D) YOU AGREE THAT THE TERMS ARE VALID; (E) YOU AGREE TO THESE TERMS FOR VALUABLE CONSIDERATION WHICH HAS BEEN RECEIVED AND IS SUFFICIENT; (F) YOU HAVE ENTERED INTO A LEGAL AGREEMENT WITH UPIC; AND (G) YOU AGREE TO ABIDE BY THE TERMS DURING YOUR USE OF THE SERVICES, PORTAL, SOFTWARE, AND PROFESSIONAL SERVICES.

**1. Definitions.** As used in this Agreement, the following terms shall have the meaning described herein, and shall include the plural as well as the singular.

(a) "**Agreement**" shall mean these Terms and Conditions and any written amendments signed by both parties.

(b) "**Authorized Users**" shall mean Company's employees or agents that are specifically authorized by Company to access and use the Portal.

(c) "**Company-Provided Donor Information**" means Donor Information Company makes available to UPIC or to any user of the Portal through the Portal or Services.

(d) "**Company Data**" shall mean the data obtained by UPIC through Company's and the Authorized User's use of the Portal.

(e) "**Documentation**" shall mean UPIC's standard manual and/or training materials related to the Portal, which may be provided to Company from time.

(f) "**Donor**" shall mean any individual or entity that has made a donation through or to any entity utilizing the Portal.

(g) "**Donor Information**" means information relating to a Donor, including amounts and dates of donation, names, and contact information of Donors.

(h) "**Discloser**" shall have the meaning set forth in Section 8(a).

(i) "**Fees**" shall mean the fees set forth in an applicable Order.

(j) **“Intellectual Property”** shall mean any and all patents, patent applications, trademarks, trade names, service marks, certification marks, collective marks, designs, processes, inventions, licenses, copyrights, know-how, trade secrets, and proprietary information.

(k) **“Order”** shall mean a form executed by UPIC and Company that incorporates by reference these Terms and Conditions and that sets forth the specific products and services **purchased by the Company and the Fees.**

(l) **“Portal”** shall mean UPIC’s agency portal that allows Company to access Donor Information.

(m) **“Recipient”** shall have the meaning set forth in Section 8(a).

(n) **“Services”** shall mean providing Company and Authorized Users with the ability to access and use the Portal.

(o) **“Software”** shall mean any software Company and/or its Authorized Users are able to access through their use of the Portal, including any computer programs, object code, source code, graphics, and user interfaces related to the foregoing.

(p) **“Term”** shall mean collectively the Initial Term and any Renewal Term.

## **2. Services and Licenses**

(a) **Portal.** Subject to the terms and provisions of this Agreement, including without limitation the Order, UPIC hereby grants to Company and its Authorized Users a limited, non-exclusive, non-transferable, non-sublicensable license during the Term to access and use the Portal to access Donor Information relating to Donors who have allocated or submitted their donation to Company. Company agrees that any Donor Information it accesses (excluding Company-Provided Donor Information) will be used solely for its internal business purposes for processing and tracking the applicable donation and conducting its business operations in accordance with the Privacy Policy (as defined below), and that it will not sell such Donor Information to any third party. Company and its Authorized Users shall only have the right to use the Portal in a manner consistent set forth in the Order.

(b) **Documentation License.** UPIC hereby grants to Company a limited, non-exclusive, non-transferable, non-sublicensable license to duplicate and internally display and distribute the Documentation to the extent reasonably necessary for Company to perform the activities set forth in Section 2(a),

(c) **Authorized Users.** Company acknowledges and agrees that it will be liable for any action or omission by an Authorized User that would, if it were an action or omission of the Company, have been a breach of this Agreement.

(d) **Restrictions on Use.** Company and its Authorized Users will not, and will not permit any third-party to: (i) interfere with the Portal, other UPIC customers’ access to the Portal, or with the security of the Portal, (ii) lease, distribute, or resell the Portal; (iii) use the Portal as a basis for developing a competitive system or software (or contract with a third party to do so); (iv) remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or propriety legends or other notices or markings that may appear on or in the Portal; (v) make the Portal available to third parties as managed or network provisioned services; (vi) attack or disrupt the Portal, including without limitation through any denial of service (DoS) attacks, unauthorized access, monitoring or crawling, or distribution of malware (including but not limited to virus, Trojan horses, worms, time bombs, spyware, adware, or cancelbots); (vii) modify, translate, or create derivative works based on the Portal or Documentation; (viii) use the Portal or Documentation other than in accordance with this Agreement and other than in compliance with all applicable laws and regulations; or (ix) using the Portal to stalk, harass, bully, or harm another person. If UPIC suspects that Company and/or its Authorized Users have violated the requirements of this Section

2(d), UPIC may suspend that Company and/or its Authorized Users access to the Portal without advanced notice, in addition to other remedies UPIC may have. UPIC is not obligated to take any action against that Company and/or its Authorized Users or any other Portal user or other third party for violating this Agreement, but UPIC is free to take any such action it sees fit.

(e) **Unauthorized Access.** Company agrees to take reasonable steps to prevent unauthorized access to the Portal, including by protecting Company and/or its Authorized Users passwords and other log-in information associated with Company's and/or its Authorized Users' account. Company shall notify UPIC immediately if Company knows of or suspects unauthorized use of the Portal or breach of its security. Company agrees that it shall be liable for actions taken under or through the use of any Company and/or its Authorized User account, whether or not such use was authorized.

(f) **Company Trademark License.** Company grants to UPIC a non-exclusive, non-transferable, non-sublicenseable royalty-free right and license to use Company's service names, trademarks, service marks, or trade dress ("Company Trademarks") in connection with its provision of the Services. UPIC agrees that it will comply with any instructions related to the use of the Company Trademarks that Company may make available to UPIC from time to time.

### **3. Intellectual Property**

(a) **UPIC Intellectual Property.** As between the Parties, UPIC retains all right, title, and interest in and to the any and all Intellectual Property associated with the Portal, Services, and Documentation, including without limitation the Software, and any and all graphics, user interfaces, logos, and trademarks used in or reproduced through the Portal. This Agreement does not grant Company any intellectual property license or rights in or to the Portal, Services, and Documentation or any component or aspect thereof, except to the limited extent that this Agreement specifically sets forth. Company recognizes that the Portal, Services, and Documentation or any component or aspect thereof are protected by copyright and other laws.

(b) **Company-Provided Donor Information.** Company hereby grants to UPIC a limited, non-exclusive, sublicensable, perpetual and irrevocable license to access, store, and otherwise process Company-Provided Donor Information in connection with the Portal and Services, to make such Company-Provided Donor Information available to any entity or entities to which relevant Donations have been allocated by the applicable Donor, and to distribute, make derivative works of, process, publish, and use Company-Provided Donor Information for its business purposes, including developing and providing its products and services and for marketing purposes. Company hereby represents and warrants that it has clearly and conspicuously disclosed to Donor that such Donor's Donor Information will be made available to UPIC and applicable users of the Portal or Services, and Company has obtained all necessary authorizations, consents, and permissions to authorized such processing by UPIC and Portal users. As between the Parties, Company retains all right, title, and interest in and to the any and all Company-Provided Donor Information. This Agreement does not grant UPIC any intellectual property license or rights in or to the Company-Provided Donor Information, except to the limited extent that this Agreement specifically sets forth.

(c) **Feedback.** UPIC has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Company or any Authorized Users provide to UPIC, and nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict UPIC's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Company or the Authorized Users in question. Company hereby grants to UPIC a perpetual, irrevocable right and license to exploit Feedback in any and every way. ("**Feedback**" refers to any suggestion or idea for improving or otherwise modifying the Portal, Documentation, or Services.)

### **4. Fees and Payment**

(a) **Fees.** If applicable, Company will pay UPIC the Fees described in the Order in accordance with the terms herein. If Company's use of the Portal or Services exceeds the limits set forth on the Order

or otherwise requires the payment of additional fees (per the terms of the Agreement), Company will be billed for such usage based on UPIC's standard rates and Company agrees to pay the additional fees in the manner provided in herein.

(b) **Payment.** Company must pay the Fees using valid a credit, debit card, or use of a bona-fide electronic payment provider (i.e., PayPal) ("**Payment Method**"). By using a Payment Method, Company is hereby representing and warranting Company's full right and authority to pay the Fees in the manner elected without violating any applicable law, rule, or regulation. Company remains responsible for any uncollected amounts. If any Fee is not successfully settled, due to expiration, insufficient funds, or otherwise, UPIC may suspend Company's access to the Service until UPIC has successfully charged a valid Payment Method.

(c) **Audit.** UPIC may, at its own expense, audit Company's performance under this Agreement. UPIC shall conduct audits during regular business hours at Company's place or places of business and shall not unreasonably interfere with the other Company's business activities. UPIC shall conduct an audit only once annually. If as a result of any audit, UPIC identifies any violation of the terms of this Agreement by Company, then Company shall pay the expenses associated with the audit.

## **5. Representations and Warranties and Limitation of Liability**

(a) **Company Warranties.** Company makes the following representations and warranties: (i) Company has the requisite power and authority to enter into this Agreement and perform its obligations hereunder; (ii) Company has the full right and authority to provide UPIC with Company-Provided Donor Information, Company Data, Company Trademarks, and Company's provision of such materials, and UPIC's use thereof as authorized herein, shall not violate applicable law or the rights of any third party; (iii) Company complies with all applicable laws and regulations, including by obtaining all necessary authorizations, consents, and permissions and making all necessary disclosures in connection with its collection, disclosure, and other processing of Company-Provided Donor Information.

(b) **DISCLAIMER.** THE PORTAL, DOCUMENTATION AND/OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, UPIC MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PORTAL, DOCUMENTATION, AND/OR SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UPIC MAKES NO WARRANTIES THAT ANY OUTPUT OR RESULT GENERATED FROM THE USE OF THE PORTAL OR SERVICES WILL MEET COMPANY'S REQUIREMENTS. IN ADDITION, UPIC MAKES NO WARRANTIES WITH RESPECT TO THE ACCURACY, APPROPRIATENESS, CONTENT, COMPLETENESS, TIMELINESS, USEFULNESS, SECURITY, SAFETY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TRANSMISSION OR CORRECT SEQUENCING OF ANY INFORMATION ACCESSED THROUGH THE PORTAL OR OTHERWISE MADE AVAILABLE TO COMPANY BY UPIC.

(c) **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF DATA, BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED ON BREACH OF WARRANTY, CONTRACT, OR NEGLIGENCE IN CONNECTION WITH THIS AGREEMENT OR THE PORTAL, DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWELVE (12) MONTHS FROM THE EVENT GIVING RISE TO THE CLAIM OR SUCH CLAIM WILL BE FOREVER BARRED. UPIC'S LIABILITY FOR ACTUAL DAMAGES ARISING FROM ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT IN ANY EVENT EXCEED ALL FEES DUE AND PAYABLE TO UPIC HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE ACCRUAL OF THE UNDERLYING CLAIM. THESE LIMITATIONS SHALL

APPLY NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY TO MEET ITS ESSENTIAL PURPOSE.

## 6. Indemnity

Company shall indemnify, defend and hold harmless UPIC, its affiliates, officers, directors, employees, agents and customers from and against any and all loss, liability, cost, judgment, damages and expense, including attorneys' fees, which may be incurred by UPIC in connection with any claims, actions, or demands by a third party arising out of or related to (i) the gross negligence or willful misconduct of Company's and/or its employees or agents; (ii) any violation of applicable law by Company and/or any Authorized User; (iii) any violation of the terms of this Agreement by Company and/or any Authorized Users; (iv) Company's and/or any Authorized User's use of the Services or Portal; and (v) any claim or allegation that Company's provision of the Company Data and UPIC's use thereof as authorized herein violates the rights of any third party, including without limitation the privacy rights or Intellectual Property rights of any third party.

## 7. Data

(a) **Use of Company Data.** UPIC shall use, store, disclose, and otherwise process the Company Data: (i) for the purpose of performing its obligations under this Agreement; (ii) pursuant to documented instructions from Company, (iii) in accordance with its privacy policy, which is available at [REDACTED] ("**Privacy Policy**") and which is hereby incorporated by reference, or (iv) when required to do so by applicable law, and UPIC informs Company of that legal requirement before processing and minimizes any disclosures to the maximum extent permitted by law.

(b) **Aggregate & Anonymized Data.** Notwithstanding anything to the contrary herein, UPIC may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data in any way, in its sole discretion. ("**Aggregate Data**" refers to Company Data with the following removed: personally identifiable information and the names and addresses of Authorized Users).

## 8. Confidentiality

(a) **Confidential Information Defined.** "**Confidential Information**" means any and all information disclosed by an entity ("**Discloser**") to the other ("**Recipient**") in connection with the Portal or Services during the Term, including without limitation, any source code, prices, trade secrets, databases, designs and techniques, models, displays and manuals, information concerning research activities and plans, customers, personnel, marketing or sales plans, sales forecasts, pricing or pricing strategies, costs, operational techniques, strategic plans, business information, whether or not such information is disclosed by Discloser orally or in writing, and whether or not such information is marked as "confidential" or "proprietary" at the time of disclosure. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is approved for release in writing by Discloser. Recipient is on notice that the Confidential Information may include Discloser's valuable trade secrets.

(b) **Nondisclosure.** Recipient shall not use Confidential Information for any purpose other than to perform its obligations under this Agreement (the "**Purpose**"). Recipient: (a) will not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Recipient with terms no less restrictive than those of this Article 8; and (b) will not disclose Confidential Information to any other third party without Discloser's prior written consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by

applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser's expense.

(c) **Injunction.** Recipient agrees that breach of this Article 8 would cause Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

(d) **Termination & Return.** With respect to each item of Confidential Information, the obligations of Article 8 will terminate five (5) years after the termination or expiration of this Agreement; provided that such obligations related to Confidential Information constituting Discloser's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination or expiration of this Agreement, Recipient shall return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof.

(e) **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information. Discloser will retain all right, title, and interest in and to all Confidential Information.

## 9. Term and Termination.

(a) **Term.** The term of this Agreement shall begin on the Effective Date and shall continue for a period of twelve (12) months ("**Initial Term**"). At the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year term periods (each such period being a "**Renewal Term**") unless either party provides written notice of non-renewal at least sixty (60) calendar days prior to the end of the current term. The term for any Order shall be set forth in the Order. Should this Agreement expire prior to the expiration of any Order executed hereunder, the relevant terms contained in this Agreement shall remain in full force and effect until the conclusion of the final Order.

(b) **Termination.** In addition to any other express termination right set forth in this Agreement:

(i) Either Party may terminate this Agreement or any Order for cause upon thirty (30) days' written notice of a material breach to the other Party, provided such breach remains uncured at the expiration of such notice period; and

(ii) Either Party may immediately terminate this Agreement or any Order upon the occurrence of any of the following events: (a) the other Party becomes insolvent, or is adjudicated bankrupt or voluntarily seeks protection under any bankruptcy or insolvency law; or (b) the other Party makes an assignment of its assets for the benefit of creditors or any arrangement with its creditors.

(iii) UPIC may terminate this Agreement or any Order for convenience at any time without notice.

(c) **Effect of Termination or Expiration.** Upon termination or expiration of this Agreement or any applicable Order, any right or license granted to Company therein shall immediately cease; and any Fees due to UPIC under the Agreement or the applicable Order shall become immediately payable. Termination or expiration of this Agreement shall not affect any rights that UPIC have in Company Data under this Agreement.

(d) **Equitable Relief.** The Parties acknowledge and agree that there may be no adequate remedy at law for the failure of the other Party to comply with any of the material terms and conditions of this Agreement upon termination of this Agreement, or upon a breach of the confidentiality terms herein, and the Parties agree that, in the event of any such failure, the non-breaching Party shall be entitled to equitable relief by way of temporary restraining order, temporary injunction, and permanent injunction and such other and further relief as any court of competent jurisdiction may deem proper.

## 10. Miscellaneous

(a) **Links to Third Party Sites.** The Portal may contain links to third-party websites or other resources, which UPIC may have no direct control and all of which may have their own set of rules and guidelines for usage of their sites and services. UPIC does not endorse, and shall not be responsible or liable for, any content, advertising, products, or other materials on or available from such sites or resources. For your protection, please refer to the terms of service and privacy policies of those respective websites. Company acknowledges, understands, and agrees that UPIC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of, or reliance on, any such content, goods, or services available on such other websites. UPIC shall not be liable for any errors or delays in the content, goods, or services available on such other websites, or for any actions taken or not taken in reliance thereon. The links are provided “as is” and use of such links is at Company’s own risk.

(b) **Notice.** Notices are deemed delivered on the next business day after sending by email (unless the sender has been notified of a delivery failure) and three business days after sending by mail. Any notice to be given under this Agreement must be given in writing and sent to the address(es) set forth in the Order, or to a different email or mailing address which a Party may give written notice of pursuant to this Section from time to time.

(c) **Amendment.** UPIC has the right, in its own discretion, to unilaterally amend this Agreement at any time. Any changes to this Agreement will be included in a revised version accessible through the Portal. In the event that any such amendment would lead to a material adverse change to Company, UPIC shall use commercially reasonable efforts to provide Company with notice of such amendment. Company’s continued use of the Portal following posting of any changes to this Agreement constitutes Company’s unconditional acceptance and agreement to be bound by the changed terms. Accordingly, UPIC urges the Company to review this Agreement at the start of each use of the Portal. If you do not agree to the revised Agreement, do not access or use the Portal.

(d) **Assignment.** This Agreement may not be assigned by Company without the written consent of UPIC. Any attempt to assign this Agreement in violation of the foregoing will be null and void. This Agreement binds the Parties, their respective affiliates, successors and permitted assigns.

(e) **Survival.** The terms of this Agreement that by their sense and context should survive any termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation various provisions Articles 3, 5, 6, 7, 8, and 10, and any payment obligations that accrue prior to such termination or expiration.

(f) **Independent Contractor.** The Parties are independent contractors and will so represent themselves in all regards.

(g) **Binding Effect and Third-Party Beneficiary.** Except as specifically stated in this Agreement, neither Party, nor any of their respective employees or agents, will have the power or authority to bind or obligate the other Party. No third party is a beneficiary of this Agreement.

(h) **Waiver of Rights.** Except where specifically stated to the contrary, all remedies available to either party for breach of this Agreement under this Agreement, at law, or in equity, are cumulative and nonexclusive. A waiver or failure of either Party at any time to require performance by the other Party of any provision hereof will not affect the full right to require such performance at any time thereafter.

(i) **Severability.** If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction, such provision or portion thereof will, as to such jurisdiction only, be ineffective to the extent of such unenforceability, all other provisions and portions thereof of this Agreement will not be affected thereby and will be valid and enforced to the fullest extent permitted by law.

(j) **Choice of Law and Venue.** This Agreement, as well as any and all tort claims arising from this Agreement or arising from any of the proposals, negotiations, communications or understandings regarding this Agreement, will be governed by and construed in accordance with the laws of the State of Ohio, United States of America, except to the extent preempted by federal law. Venue for any litigation arising out of this Agreement shall be in any competent court of jurisdiction in Hamilton County, Ohio.

(k) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control (each, a "**Force Majeure Event**"), including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) governmental health restrictions or advisories; (h) disease, epidemics or pandemics; (i) national or regional emergency; and (j) any other similar events or circumstances. The party suffering a Force Majeure Event shall give notice within 14 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

(l) **Entire Agreement.** This Agreement governs Company's use of the Services, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Company and UPIC with respect to the Services. Notwithstanding the foregoing, Company may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when Company purchases certain elements of the Services, affiliate or advertiser services, third-party content or third-party software.