

Terms and Conditions Terms of Service

1. Access to the Services and VisitDays Platform

1.1 Orders. The access to the VisitDays Platform and the services related thereto which may include, without limitation, setup services, launch services, training and technical support, and data and security services (the “**Services**”) shall be provided by VisitDays under these Terms and Conditions & Terms of Service (the “**Terms**”) in one or more order forms executed by the Parties (“**Order Form**”) from time to time during the Term. The Parties shall negotiate and sign each Order Form separately. Each Order Form shall set out a description of the Services, the costs associated with such Services and the period of time Organization will have access to the VisitDays Platform (the “**Access Term**”). Each Order Form shall be attached to these Terms and incorporated in these Terms by reference.

1.2 Provision of Access. Subject to the terms and conditions contained in these Terms, VisitDays hereby grants to Organization and its Authorized Users a non-exclusive, non-transferable right to access the features and functions of the VisitDays Platform for the Access Term, as set forth in the applicable Order Form, for an unlimited number of Authorized Users. On or as soon as reasonably practicable after the Effective Date, VisitDays shall provide to Organization the necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Organization and its Authorized Users to access the VisitDays Platform. Organization and any Authorized User may only use the VisitDays Platform in accordance with the Access Protocols. “**Access Protocols**” mean the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Organizations or any Authorized Users to access the VisitDays Platform. “**Authorized User**” means the following: (i) any individual who is an employee of Organization; (ii) such other person or entity as may be authorized by an Order Form (e.g., a third party providing services to Organization), authorized, by virtue of such individual’s relationship to, or permissions from, Organization, to access the VisitDays Platform pursuant to Organization’s rights under these Terms; (Authorized Users in (i) and (ii) shall be referred to collectively, “**Administrative Authorized User**”); and (iii) authorized students and others authorized to attend the online event hosted by the VisitDays Platform, subject to any terms governing use as contemplated by these Terms (“**Attendee Authorized User**”).

1.3 [Intentionally Deleted]

1.4 Usage Restrictions. Organization shall not: (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the VisitDays Platform are compiled or interpreted or the code underlying the VisitDays Platform, and Organization acknowledges that nothing in these Terms will be construed to grant Organization any right to obtain or use such code; or (c) allow third parties other than Authorized Users to gain access to the Services; or (d) use the VisitDays Platform and/or any of the Services to provide timesharing, subscription service, hosting, or outsourcing services. Organization will ensure that its use of the VisitDays Platform complies with all applicable laws, statutes, regulations or rules.

1.5 Restricted Communications. Organization agrees that Organization will not, under any circumstances (except to the extent expressly authorized by the Terms) upload, post, e-mail, text, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of prohibited communication.

1.6 Retained Rights; Ownership.

(a) Ownership and Use of Organization Content. Organization retains all right, title and interest in and to the Organization Content and Output, and VisitDays acknowledges that it neither owns nor acquires any additional rights in and to the Organization Content or the Output not expressly granted by these Terms. VisitDays further

acknowledges that Organization retains the right to use the Organization Content for any purpose in Organization's sole discretion. Subject to the foregoing, Organization hereby grants to VisitDays a non-exclusive, non-transferable right and license to use the Organization Content during the Term solely for the limited purposes of performing VisitDays' obligations under these Terms, and for no other purposes whatsoever. Organization represents and warrants that it has all necessary rights to provide the Organization Content to VisitDays and allows VisitDays to use such Organization Content as contemplated by these Terms and an Order Form. "**Organization Content**" means all data, text or images provided to VisitDays from Organization under these Terms, including, but not limited to information for use in scheduling visits and information about tour guides. "**Output**" means reports, analyses, output, other materials or information generated or produced by the VisitDays Platform and Services on behalf of Organization under these Terms.

(b) Ownership of VisitDays Platform and Services Subject to the rights granted in these Terms, VisitDays retains all right, title and interest in and to the VisitDays Platform including, without limitation, the underlying technology which may form the basis for any other software or platforms owned by VisitDays and the Services, and Organization acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by these Terms or any licenses to the software used to provide the Services except as set forth in these Terms. Notwithstanding the foregoing, VisitDays will not use any Organization Content in order to derive personal information from, or merge personal information with, any non-personal information or other data included within the Organization Content.

1.7 CRM Integration Services.

(a) Integration Services. VisitDays will provide certain integration services to facilitate the integration of VisitDays' data to the Organization's customer relationship management ("**CRM**"), which may include VisitDays' personnel providing information as to data storage, record creation and record-matching ("**Initial Integration**").

(b) Integration Support Services. After the Initial Integration, VisitDays will continue to provide Integration Support from time-to-time during the Term, at no additional cost, and as requested by Organization. As used herein, "**Integration Support**" shall be defined as records not updating as contemplated by VisitDays including, without limitation, records not syncing correctly, visits or profile information not syncing correctly and mapping updates due to new visit types, counselors or academic interests.

(c) Integration Reconfiguration Services. In addition to the Integration Support, Integration Reconfiguration will be included to the normal development workflow. As used herein, the term "**Integration Reconfiguration**" shall mean improvements or modifications to the VisitDays' Services, as determined by VisitDays, and may include, without limitation, changing mapping criteria, mapping additional fields and changing duplicate or matching criteria. VisitDays will perform at most two (2) Integration Reconfiguration during the Term at no additional costs. If Organization wants additional Integration Reconfigurations, Organization may request so for an additional charge of Two Hundred Dollars (\$200.00) per hour. Payment for such additional Integration Reconfigurations shall be made within seven (7) days from receipt of the invoice from VisitDays in connection with same.

1.8 Support.

(a) Support. Subject to the terms and conditions of these Terms, VisitDays shall exercise commercially reasonable efforts to provide Technical Assistance for the use of the Services to Eligible Support Recipients during VisitDays' ordinary and customary business hours in accordance with its standard policies and procedures.

(b) Eligible Support Recipients. VisitDays shall have no obligation to provide Technical Assistance, by any means, to any entity or individual other than Eligible Support Recipients. Organization can designate up to two (2) persons, which designees shall be eligible to receive Technical Assistance from VisitDays ("**Eligible Support Recipients**"). Such designees may be changed at any time by written notice.

(c) Access. As a condition of VisitDays' obligations under Section 1.6 (a), Organization shall provide such information and/or access to Organization resources as VisitDays may reasonably require in order to provide

Technical Assistance under these Terms. VisitDays shall be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Organization's failure to perform its obligations under this Section 1.6(b).

(d) Means of Access to Technical Assistance. Eligible Support Recipients shall request Technical Assistance (i) by telephoning VisitDays at such telephone number as VisitDays may specify for such purposes from time to time; or (ii) by directing electronic mail requests therefore to VisitDays at the electronic mail address as VisitDays may specify for such purposes from time to time.

2. Organization Responsibilities.

2.1 Authorized Users Access to Services. Organization may permit any Authorized Users to access and use the features and functions of the VisitDays Platform and Services as contemplated by these Terms. Whereas Administrative Authorized Users shall have full access to the VisitDays Platform and Services, Attendee Authorized Users may have access to the VisitDays Platform in a more limited capacity including, without limitation, limited to purposes of attending the online event. . Organization will be responsible for all actions or omissions of its Authorized Users. Organization and VisitDays shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the VisitDays Platform and/or Services and shall notify VisitDays promptly of any such unauthorized use known to Organization. Organization acknowledges and agrees that it may need certain networking capabilities, bandwidth and hardware to use the Visit Days Platform and/or the Services. Organization is solely responsible for all hardware, software, Internet connectivity and bandwidth required to reach the VisitDays systems to gain access to the VisitDays Platform and the Services.

2.2 Organization Responsibility for Data and Security. Organization and its Authorized Users shall have access to the Organization Content and shall be responsible for all changes to and/or deletions of Organization Content and the security of all passwords and other Access Protocols required in order to access the VisitDays Platform and/or Services. VisitDays will use industry standard means to protect the Organization Content from unauthorized access. Organization shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Organization Content.

2.3 General. In connection with Organization's use of the VisitDays Platform and/or Services, Organization shall not knowingly:

Make available any Organization Content that (i) is unlawful, tortious, defamatory, obscene, libelous, or racially, ethnically or otherwise objectionable; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening, or promotes violence or actions that are threatening to any other person; or (v) promotes illegal or harmful activities;

Make available any Organization Content that Organization does not have a right to make available under any law or under contractual relationships;

Make available any Organization Content that infringes the rights of any person or entity, including without limitation, any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary or contractual rights; or

Intentionally or unintentionally violate any applicable local, state, national or international law or regulation, or any order of a court.

3. Fees and Expenses; Payments.

3.1 Fees. In consideration for the access rights granted to Organization in connection with the VisitDays Platform and the Services performed by VisitDays under these Terms, Organization will pay to VisitDays, without offset or

deduction, all fees required by a particular Order Form. All fees will be billed and paid in U.S. dollars. Notwithstanding the foregoing, any set-up fees listed on a particular Order Form, shall be due and payable upon execution of the applicable Order Form.

3.2 intentionally deleted.

3.3 Disputed Fees. If Organization disputes any fees, taxes, or other charges billed by VisitDays, Organization shall notify VisitDays, in writing, of the disputed amount and any relevant information regarding the circumstances of the dispute. VisitDays shall acknowledge receipt of the dispute information in writing to Organization. All parties agree to work cooperatively to resolve any such disputed amounts. If the Organization fails to provide VisitDays with a notice of such a disputed amount within twenty (20) business days following receipt of VisitDays' invoice for such disputed charge, then such amount is deemed undisputed and due to VisitDays.

3.4 Taxes. If applicable, Organization will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on VisitDays' income), and any related penalties and interest for the grant of access rights hereunder, or the delivery of related services, if any. If Organization is tax exempt, it shall furnish VisitDays with evidence of its tax exempt status prior to placing an order for the Services. Organization will make all required payments to VisitDays free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to VisitDays will be Organization's sole responsibility, and Organization will, upon VisitDays' request, provide VisitDays with official receipts issued by appropriate taxing authorities, or such other evidence as VisitDays may reasonably request, to establish that such taxes have been paid.

4. Treatment of Confidential Information.

4.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of these Terms, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party. "**Confidential Information**" means all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

4.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes described herein; (b) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (c) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (d) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to know and who have been advised of and have agreed in writing to treat such information in accordance with the terms of these Terms; and (e) to the extent practicable, return or destroy, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of these Terms. Notwithstanding the foregoing, Organization agrees that VisitDays may collect aggregated statistical data regarding Organization's use of the Service and provide such aggregated statistical data to third parties. In no event shall VisitDays provide to third parties specific data regarding Organization or Organization's Authorized Users, nor may any such data be used for any marketing purposes whatsoever.

4.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 4.1 and 4.2 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is

already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under these Terms, including to make such court filings as it may be required to do.

4.4 Limitation Period. The obligations set forth in this Section 4 shall survive the termination or expiration of these Terms for a period of two (2) years.

5. Representations and Warranties. VisitDays represents and warrants that it will provide the VisitDays Platform and Services and perform its other obligations under these Terms in a professional and workmanlike manner substantially consistent with general industry standards. VisitDays further warrants, for the benefit of Organization only, that the VisitDays Platform and Services will conform in all material respects to the standard user documentation for the VisitDays Platform and Services provided to Organization by VisitDays (the "**Documentation**") throughout the Term, as defined in paragraph 8.1 after VisitDays firsts makes the VisitDays Platform and Services available to Organization, provided that such warranty will not apply to failures to conform to the Documentation to the extent such failures arise, in whole or in part, from (i) any use of the VisitDays Platform and/or Services other than in accordance with the Documentation, or (ii) any combination of the VisitDays Platform and/or Services with software, hardware or other technology not provided by VisitDays under these Terms, if the failure would not have arisen but for such combination. VisitDays further represents and warrants that: (iii) it will comply with all applicable Laws in performing its obligations under these Terms, including in the provision of the Services and VisitDays Platform to Organization, and it will hold and fully comply with all required licenses, permits and approvals; (iv) entering into and fully performing its obligations under these Terms does not and will not violate any agreement or obligation existing between VisitDays and any third party; (v) VisitDays Platform and the Services will not contain any Harmful Code; and (vi) the Service and VisitDays Platform will not infringe or misappropriate any intellectual property rights or other proprietary rights of any third party. For purposes of this Agreement, "**Harmful Code**" means any software or other materials that are intentionally designed to (a) disrupt, disable, harm or impede operation, or (b) impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, access codes or trap door devices.

6. Disclaimers, Exclusions and Limitations of Liability.

6.1 Internet Delays. VISITDAYS PLATFORM AND/OR THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. VISITDAYS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

6.2 Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 5, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VISITDAYS PLATFORM, THE SERVICES, THE DOCUMENTATION, AND ALL OTHER SERVICES PERFORMED OR PROVIDED BY VISITDAYS ARE PROVIDED "AS IS," AND VISITDAYS DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. VISITDAYS DOES NOT WARRANT THAT THE VISITDAYS PLATFORM AND/OR THE SERVICES OR ANY OTHER SERVICES PROVIDED BY VISITDAYS WILL MEET ORGANIZATION'S REQUIREMENTS OR THAT THE OPERATION OF THE VISITDAYS PLATFORM AND/OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

6.3 Exclusions of Remedies; Limitation of Liability. EXCEPT IN CONNECTION WITH VISITDAYS' INDEMNITY OBLIGATIONS, OR A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS (COLLECTIVELY, THE "EXCLUDED DAMAGES"), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, BUSINESS INTERRUPTION OR COSTS OF LOST OR DAMAGED DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. EXCEPT IN CONNECTION WITH THE EXCLUDED DAMAGES, THE CUMULATIVE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO VISITDAYS BY ORGANIZATION DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

6.4 Essential Basis of the Agreement. Organization acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 6 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in these Terms, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of these Terms would be substantially different.

7. INDEMNIFICATION. VisitDays agrees to indemnify, defend and hold harmless Organization from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any third party claim by that: (a) the VisitDays Platform, the Services and/or the Documentation infringes such third party's patents issued as of the Effective Date, or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights; or (b) otherwise arising in connection with a breach or alleged breach of any of VisitDays' representations, warranties or obligations set forth in these Terms; provided that Organization promptly notifies VisitDays in writing of the claim, cooperates with VisitDays, and allows VisitDays sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Organization agrees to permit VisitDays, at VisitDays' sole discretion, to enable it to continue to use the VisitDays Platform, the Services or the Documentation, as applicable, or to modify or replace any such infringing material to make it non-infringing. If VisitDays determines that none of these alternatives is reasonably available, Organization shall, upon written request from VisitDays, cease use of and, if applicable, return such materials that are the subject of the infringement claim, and will receive a pro-rata refund for any pre-paid but unused fees. This Section 7 shall not apply to the extent the alleged infringement arises, in whole or in part, from (i) modification of the VisitDays Platform, the Services and/or the Documentation by any party (including, without limitation, Organization) other than VisitDays or (ii) combination, operation or use of the VisitDay Platform and/or the Services with other software, hardware or technology not provided by VisitDays, if the infringement would not have occurred but for such combination, or (iii) related to the Organization Content.

8. Termination

8.1 Term. The initial term of these Terms will commence on the date of the first Order Form and will continue for a period of the later to occur of (a) one (1) year thereafter or (b) the last effective Access Term, unless earlier terminated in accordance with this Section 8, or in accordance with the provisions of the Order Form. Any renewal of this Agreement beyond the initial term will require the parties' mutual written agreement, including with respect to renewal pricing (any increases in the pricing for a renewal term(s) will not exceed 3% of the prior term's pricing) (the initial term, together with any renewal terms, collectively, the "*Term*").

8.2 Effect of Termination. Upon any termination of these Terms, Organization will (a) immediately discontinue all use of the VisitDays Platform and/or the Services, and any VisitDays Confidential Information; and (b) promptly pay, within ten (10) business days, to VisitDays all undisputed amounts due and payable under these Terms. Alternatively, VisitDays will refund Organization, within ten (10) business days, their pro-rata share of any pre-paid amounts.

8.3 Survival. The provisions of Sections 1.4, , 1.6, 4, 6, 7, 8.3 of these Terms will survive the termination or expiration of these Terms.

8.4 Suspension of Service. If Organization fails to pay undisputed amounts in accordance with the terms and conditions hereof, the Order Form or any other agreement related, directly to the provision of the VisitDays Platform and/or any of the Services to Organization or such amounts are not timely paid on behalf of Organization, VisitDays shall have the right, in addition to any of its other rights or remedies, to suspend the Services and/or access to the VisitDays Platform upon ten (10) days' prior written notice (email to suffice), without liability to Organization until such amounts are paid in full.

(i) General Provisions.

Electronic Communications. For contractual purposes, Organization (1) consents to receive communications from VisitDays in an electronic form; and (2) agrees that all notices, disclosures, and other communications that VisitDays provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing.

Assignment. The Terms, and the Organization's rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by Organization without VisitDays' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Only with the prior written consent of the Organization, may VisitDays assign these terms to any purchaser of all, or substantially all, of the assets or stock of VisitDays. If Organization does not consent to the Assignment then this Agreement shall terminate and the Effect of the Termination will be as stated in paragraph 8.2.

Force Majeure. VisitDays shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS.

Notice. All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to the Parties at their respective addresses set forth in the preamble to this Agreement, or addressed to such other address as the receiving Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices will be effective on the date indicated in such confirmation. In the event that either Party delivers any notice by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as contemplated by this Section.

Waiver. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Severability. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

Entire Agreement. The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

End of Terms