

6CONNEX Terms of Service

1. Software Services and Professional Services

A. Services.

Subject to the terms, conditions, and restrictions stated in this 6CONNEX Terms of Service (these “**Terms of Service**”) and each Statement of Work, Proposal, Order Form or similar transactions document signed by the parties (each an “**Order**”), 6Connex shall provide Customer and its authorized users with web-based access to a virtual environment platform that includes the features and functionality specified in the Order (the “**Software Services**”) and with migration, integration, configuration, testing, consulting and other services related to the Software Services and described in the Order (the “**Professional Services**”). The Software Services, as implemented in accordance with the Professional Services, is referred to below as the “**Virtual Environment Platform.**” These Terms of Service and the Order are referred to collectively as the “**Agreement**” below.

B. Technical Support.

- i. Technical Support. 6Connex shall correct any material failure of the Virtual Environment Platform as soon as reasonably practicable following receipt of Customer’s notice describing the failure in reasonable detail; provided that 6Connex shall have no obligation to correct a failure resulting from Customer’s misuse of the Virtual Environment Platform, such as a use other than for its intended purpose or in violation of these Terms of Service or the Order. If a failure is due to Customer’s error, 6Connex may discuss anticipated charges to correct the failure with the Customer, and on Customer’s approval, shall correct the failure at the Customer’s expense. Invoices for corrections of Customer’s errors are due ten (10) days from invoice date.
- ii. Maintenance and Updates. 6Connex shall provide Customer with bug fixes, patch releases and updates to the Virtual Environment Platform that 6Connex makes available generally to other Customers from time to time in the ordinary course of business. 6Connex shall not be obligated to provide Customer with (i) modifications, changes, improvements, or upgrades to the Virtual Environment Platform that contain material new functions or features, or (ii) add-on modules or modules that are related to, but separate from, the Virtual Environment Platform unless a new Order or written modification made in accordance with Section 10.E (Amendment) is entered into by the parties.

C. User Data, Content and Security.

- i. User Data. “**User Data**” is personal data or information collected by 6Connex from or about Customer’s

staff members, event attendees, and other users of the Virtual Environment Platform. 6Connex shall use the User Data only to provide the Virtual Environment Platform and Professional Services, as instructed by Customer, or required by applicable law. 6Connex will comply with Customer's reasonable requests for assistance in connection with a user's request to delete, correct, block or take other action with respect to the User Data (a "**User Data Request**"). 6Connex shall promptly forward to Customer any User Data Request made directly on 6Connex.

- ii. Content. "**Content**" is the information and materials provided or submitted by or on behalf of Customer or its users for publication on the Virtual Environment Platform for use by Customer's registered end users. Customer licenses the Content to 6Connex on a non-exclusive, revocable basis only as necessary to provide the Services, and only for the Term of the Order. Other than this license, as between 6Connex and Customer, Customer retains all right, title and interest in and to the Content, including any modifications to or derivatives of the Content that may be prepared by 6Connex as part of Professional Services. The Content and the User Data are referred to below as the "**Customer Information**"). Customer represents and warrants that it has all rights necessary to provide and license the Customer Information to 6Connex for use as permitted by these Terms of Service and the Order, that 6Connex' use of the Content as permitted by these Terms of Service and the Order will not infringe, misappropriate or violate intellectual property rights of any third party, and that 6Connex use of the User Data as permitted by this Agreement will not violate any rights of publicity or privacy of any third party.
- iii. Security. 6Connex shall put in place and maintain reasonable administrative, physical, and technical security measures to protect against unauthorized access, alteration, disclosure, and destruction of Customer Information. Customer acknowledges that the security of information transmitted over the Internet is not within 6Connex full control and that 6Connex cannot and does not guaranty impenetrable security of the Customer Information.
- iv. Sensitive Personal Information. Customer acknowledges that the Virtual Environment Platform is not designed for processing Sensitive Personal Information, as defined below, and hereby releases 6Connex from any claim or liability arising from Customer's or its users' transmission of Sensitive Personal Information to or through the Virtual Environment Platform. "**Sensitive Personal Information**" is date of birth, Social Security number, driver's license number, other government-issued identification number, financial account number, credit or debit card number, insurance ID or account number, health or medical information, consumer reports, background checks, biometric data, digital signatures, any code or password that could be used to gain access to financial resources, any other unique identifier, or other personal data for which special protections are required by applicable privacy law
- v. Sub-processors. 6Connex shall not permit sub-processors to have access to the Customer Information other than those sub-processors approved in advance in writing by Customer. Customer hereby approves the following sub-processors: Amazon Web Services, Inc., Akamai Technologies, Inc. and nCloud Integrators. 6Connex shall require each sub-processor to contractually agree to privacy and security obligations for the protection of Customer Information at least as protective as those stated in these Terms of Service. 6Connex is responsible for the acts and omissions of sub-processors in violation of these Terms of Service or the Order to the same extent as for its own acts and omissions.
- vi. Notice of Data Breach. If 6Connex discovers a Security Breach, as defined below, it shall notify

Customer without undue delay and in all events within seventy-two (72) hours, and provide to Customer all information reasonably available 6Connex regarding the Security Breach. A "Security Breach" is an unauthorized access, alteration, disclosure, or destruction of User Data. 6Connex shall promptly take those steps within its reasonable control to address a security vulnerability giving rise to a Security Breach, both to stop an ongoing Security Breach and prevent a re-occurrence due to the same security vulnerability. 6Connex shall cooperate with Customer's reasonable requests in connection with the investigation, mitigation and remediation of any Security Breach.

2. Grant of Licenses

- A. Grant of License to Virtual Environment Platform.** Subject to the terms, conditions, and restrictions stated in these Terms of Service and the Order, 6Connex hereby grants to Customer a non-exclusive license to use the Virtual Environment Platform for its internal business purposes. The license continues for the Term of the Order, but is automatically terminated by a termination of the Order prior to expiration. The license is non-transferable except as part of an assignment of an Order as permitted by these Terms of Service. The license is worldwide, subject to applicable export laws. The license is conditional on Customer's payment of the Fees. Except for the licenses expressly stated in this Section, 6Connex retains all right, title and interest in and to the Virtual Environment Platform and related rights in intellectual property, including all related patents, patent applications, copyrights, trademarks, service marks, trade names, domain name rights, know-how, and trade secret rights.
- B. License Restrictions.** Customer shall not, and shall not knowingly allow any third party to: (i) copy, use, or mirror for use all or any part of the Virtual Environment Platform on any site or system other than the 6Connex service environment, (ii) modify, translate, or otherwise create derivative works of the Virtual Environment Platform, except customizations of the visual elements templates made by means of the customization features of the Virtual Environment Platform and used on the Virtual Environment Platform, (iii) disassemble, decompile, reverse engineer, or otherwise attempt to derive the source code of the Virtual Environment Platform, except and only to the extent that such activities are expressly permitted by applicable law notwithstanding this limitation, or (iv) distribute, sublicense, lease, resell or otherwise transfer rights to the Virtual Environment Platform to a third party.
- C. 6Connex Trademark(s).** Customer consents to the display of the 6Connex name and "powered by 6Connex" inside the Virtual Environment Platform during events and agrees that any goodwill arising from the use of 6Connex' trademarks inures exclusively to the benefit of 6Connex.

3. Fees and Payment Terms

- A. Fees and Payment Terms.** Customer shall pay to 6Connex the fees stated in the Order (the "Fees") at the times stated in the Order.
- B. Interest and Suspension of Service.** If Customer fails to timely pay the Fees 6Connex may charge late interest at the rate of ½ of one percent (.5%) per month and, in addition, may suspend the Virtual Environment Platform until the payment is made.
- C. Taxes.** Customer shall pay all applicable sales, use, excise, value-added or similar tax, fee or duty levied by federal, state and local governments on any payment made by Customer to 6Connex hereunder, except for

taxes based upon 6Connex's net income.

4. Warranties and Disclaimer

- A. **Virtual Environment Platform.** 6Connex warrants that: (i) the Virtual Environment Platform will perform materially in compliance with the description of the Virtual Environment Platform contained in the Order and any applicable then- current published documentation, and (ii) 6Connex will not materially decrease the functionality of the Virtual Environment Platform during the Term of an Order.
- B. **Professional Services.** 6Connex warrants that it will perform Professional Services in a professional and workmanlike manner in compliance with all applicable laws.
- C. **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, 6CONNEX MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE VIRTUAL ENVIRONMENT PLATFORM, SUCH AS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY THAT MAY ARISE THROUGH A COURSE OF DEALING. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 6CONNEX ALSO DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES THAT (I) THE VIRTUAL ENVIRONMENT PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (II) THE VIRTUAL ENVIRONMENT PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS; (III) ERRORS OR DEFECTS IN THE VIRTUAL ENVIRONMENT PLATFORM WILL BE CORRECTED; OR (IV) THE VIRTUAL ENVIRONMENT PLATFORM WILL BE FREE OF VIRUSES OR OTHER HARMFUL CODE.

5. Confidentiality Obligations

- A. **Definition.** "Confidential Information" means materials, information, and technology that a party (as the "disclosing party") discloses or makes available to the other party (as the "receiving party") in connection with the business relationship covered by these Terms of Service that is either marked as "confidential" or with a similar notice or that a reasonable business person should reasonably understand to be confidential based on the nature of the information or the circumstances of its disclosure. 6Connex' Confidential Information includes the Virtual Environment Platform. Customer's Confidential Information includes Customer Information.
- B. **Exceptions.** Confidential information does not include information that the receiving party can demonstrate (i) is or becomes, through no fault of the receiving party, generally known or available to the public; (ii) was known or possessed by the receiving party before its receipt from the disclosing party; (iii) is disclosed or made available to the receiving party by a third party, without breach of any obligation to the disclosing party that is known to the receiving party; or, (iv) is independently developed by the receiving party, without use of or reference to the Confidential Information of the disclosing party.
- C. **Obligations.** The receiving party shall not use the disclosing party's Confidential Information except to provide or use the 6Connex services or as otherwise expressly authorized by these Terms of Service. The receiving party shall not disclose the receiving party's Confidential Information to any third party except to permitted sub-processors, or to its attorneys, financial advisors, consultants, and service providers for their use in assisting the disclosing party with its internal business operations, subject to written confidentiality

obligations as least as stringent as those stated in this Section. The receiving party is responsible for the acts and omissions in violation of this Section by any third party to whom it discloses the disclosing party's Confidential Information to the same extent as for its own acts and omissions. 6Connex will use those measures described in [Section 1.C.iii \(Security\)](#) to protect the Customer Information from unauthorized use and disclosure. Otherwise the receiving party shall use the same degree of care that it uses to protect its own confidential information of like importance, but in no event less than reasonable care.

- D. **Compliance with law.** The receiving party is not in violation of this Section if it discloses the Confidential Information of the disclosing party in response to a subpoena or other compulsory legal process provided that, unless prohibited by law, it promptly notifies the disclosing party and cooperates with the disclosing party's reasonable requests for assistance, at the disclosing party's expense, in its efforts to legally quash the subpoena or otherwise avoid or limit the disclosures.
- E. **Rights to injunctive and equitable relief.** Each party acknowledges that the remedies at law for a breach of the obligations under this Section may be inadequate and that a breach may cause immediate and irreparable damage to the other party. Therefore, each party agrees that in the event of such breach, in addition to all other legal and equitable remedies available to the other party, the other party shall be entitled to seek injunctive relief without the necessity of proving direct damages or posting a bond.

6. Term and Termination.

- A. **Term.** The initial term of the Order is stated in the Order, or if no initial term is stated is twelve (12) months. On expiration of the initial term, the Order renews for consecutive renewal terms of twelve (12) months each unless either party gives a notice of non-renewal at least thirty (30) days prior to expiration of the initial term, or then current renewal term. The initial term and renewal term(s) of the Order are referred to in these Terms of Service as the "**Term.**" These Terms of Service remain in effect for so long as the Order has not expired or been terminated.
- B. **Termination for Breach.** Either party may terminate the Agreement and all other Orders between the parties prior to the expiration on written notice if the other party is in material breach of an Order or these Terms of Service, provided that if the breach is curable the terminating party must first have given the party in breach at least thirty (30) days to cure the breach.
- C. **Termination for Insolvency.** Either party may terminate the Order if a receiver is appointed for the other party, an assignee is appointed for the benefit of creditors of the other party, the other party files a bankruptcy petition, has an involuntary bankruptcy petition filed against it, or becomes unable to pay debts as they become due in the ordinary course of business. Any termination under this section shall be automatic, with no further act of either party.
- D. **Effect of Termination.** Upon the expiration or termination of the Order (i) all the license rights to the Content and Virtual Environment Platform terminate; (ii) Fees that have accrued prior to the termination become immediately due and payable; and (iii) each party shall promptly (A) return to the other party all Confidential Information of the other party in its possession or control except as necessary to comply with its customary records retention policies, or (B) destroy the other party's Confidential Information, and on request of the other party provide a written certification of the destruction, provided, that on Customer's request made prior to expiration or termination 6Connex will permit Customer to download any analytics

data that was included as part of the Virtual Environment Platform for up to thirty (30) days following termination.

- E. **Survival.** In addition to the provisions that expressly or by their nature necessarily survive, the terms and provisions in the following sections shall also survive any expiration or termination of the Agreement: Sections 3 (*Fees and Payment Terms*) as to fees accrued but unpaid at the time of expiration or termination, 5 (*Confidentiality Obligations*), 6 (*Term and Termination*), 7 (*Indemnification*) 8 (*Limitation of Liability*), and 10 (*General Provisions*).

7. Indemnification

- A. **6Connex Indemnity.** 6Connex shall defend any third party claim or action brought against Customer that asserts that the Customer's use of the Virtual Environment Platform as permitted by the Agreement infringes or misappropriates intellectual property rights of a third party recognized in the United States (under US law or treaty) and pay any resulting losses, damages, and expenses (including reasonable attorneys' fees) that are awarded or assessed against Customer, provided that Customer (a) provides 6Connex with prompt written notice of such claim or action, (b) tenders to 6Connex the sole control and authority over the defense and settlement thereof; and (c) cooperates, at 6Connex's request and expense, in the defense and settlement thereof.
- B. **Exceptions.** 6Connex shall have no obligation or liability to defend or indemnify a third party claim or action under this section to the extent such claim or action results from: (i) the Customer Information, (ii) modification of the Virtual Environment Platform by any party other than 6Connex, or a party authorized by 6Connex, or combination or use of the Virtual Environment Platform with any other software, hardware or other products not provided or authorized by 6Connex, provided that such claim or action would not have occurred but for such modification, combination or use.
- C. **Injunction, Remedy.** If Customer's use of the Virtual Environment Platform is enjoined, or in 6Connex's opinion is likely to be enjoined, by reason of an infringement or misappropriation of the Virtual Environment Platform, 6Connex may, in its sole discretion: (i) procure, at no cost to Customer, the right for Customer to continue using the Virtual Environment Platform free from the threatened injunction; (ii) replace or modify the Virtual Environment Platform to render it non-infringing, provided the replaced or modified Virtual Environment Platform performs substantially in the same manner as the Virtual Environment Platform in its original form; or (iii) if neither (i) nor (ii) above is commercially feasible, terminate the Agreement and refund any amount Customer pre-paid for the Virtual Environment Platform and the Professional Services but did not use as a result of the termination. 6Connex obligations under this Section 9 are its sole and exclusive obligations for third-party claims of intellectual property infringement or misappropriation.
- D. **Customer Indemnity.** Customer shall defend any third party claim or action (i) asserting that 6Connex' use of the Customer Information as permitted by this Agreement infringes, misappropriates or violates intellectual property rights or rights of publicity or privacy of a third party or violates any law, statute, or ordinance, and (ii) brought against 6Connex arising from: (A) Customer's breach of the Order or these Terms of Service or Customer's user's breach of the 6Connex terms of use, or (B) Customer's negligence or willful misconduct in connection with the use of the Virtual Environment Platform, including without limitation any misrepresentations made by Customer to a third party regarding the Virtual Environment Platform, and shall pay any resulting losses, damages, and expenses (including reasonable attorneys' fees) awarded or assessed

against 6Connex; provided that 6Connex (a) provides Customer with prompt written notice of such claim, breach or action; (b) tenders to Customer the sole control and authority over the defense and settlement thereof; and (c) cooperates, at Customer's expense, in the defense and settlement thereof.

8. Limitation of Liability

- A. LIMITATION ON LIABILITY.** EXCEPT FOR LIABILITY RESULTING FROM BREACH OF SECTION 5 (*CONFIDENTIALITY OBLIGATIONS*) AND THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES UNDER SECTION 7 (*INDEMNIFICATION*), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF REVENUE, PROFITS, BUSINESS OPPORTUNITIES, DATA OR INFORMATION; FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY LEGAL THEORY OF LIABILITY (INCLUDING STRICT LIABILITY, CONTRACT, NEGLIGENCE OR OTHER TORT, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH IN THIS AGREEMENT.
- B. LIABILITY CAP.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES UNDER SECTION 7 (*INDEMNIFICATION*), EACH PARTY'S TOTAL LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE TOTAL PAYMENTS RECEIVED FROM CUSTOMER OR PAYABLE BY CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, PLUS ANY SUM AWARDED PURSUANT TO THE SUB-SECTION 10.K. PERTAINING TO ATTORNEYS' FEES.
- C. GENERAL.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION OR OTHER PART OF THE AGREEMENT, NOTHING IN THIS SECTION OR OTHER PART OF THE AGREEMENT LIMITS OR EXCLUDES EITHER PARTY'S LIABILITY FOR WILLFUL MISCONDUCT, INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR CLAIMS FOR WHICH DAMAGES MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. Service Level Agreement

- A. Service Availability.** Subject to the terms of this Service Level Agreement ("SLA"), the Virtual Environment Platform shall be available for access and use by registered users 99.9% of the time in any given calendar month. The service availability shall be calculated by excluding (i) scheduled maintenance; (ii) emergency maintenance requested by Customer that must by its nature only be conducted outside the scheduled maintenance window; (iii) downtime caused by any act or omission by Customer or its users in breach of this Agreement or the Terms Of Use; a failure or malfunction resulting from equipment or services provided by Customer, and (iv) circumstances beyond 6Connex's reasonable control, including the failure of third party applications required by Customer (e.g. Webcasts, live streaming audio or video, webinars, etc.), or delay, interruption or failure of telecommunication or Internet transmission.
- B. Service Credits.** If 6Connex fails to meet the SLA during any calendar month, it shall credit to Customer a percentage of the service fee for the Virtual Environment Platform covering that month in accordance with the following schedule:

Service Level	Credit Amount
99.7% to 99.9%	1.0% of service fee
99.5% to 99.7%	2.0% of service fee

Below 99.5%

3.0% of service fee

The service fee covering the month in which the SLA failure occurred shall be determined by pro-rating the fee paid for then-current initial or renewal term based on the number of months included in the then-current initial or renewal term.

- C. **SLA Claim Process.** In order to receive a credit, Customer must make a written request that includes the dates and times of the unavailability of the Virtual Environment Platform, a description of the alleged problem. Such written request must be received by 6Connex within thirty (30) days after the end of the month in which the unavailability of the Virtual Environment Platform occurred. If 6Connex verifies that the service availability requirement was not met, a credit will be issued within thirty (30) days of 6Connex's receipt of the credit request.

10. General Provisions

- A. **Relationship of the Parties.** The relationship of the parties established by this Agreement is solely that of independent contractors. Neither party is an agent or legal representative of the other party for any purpose. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party.
- B. **Assignment.** Neither this Agreement nor any interest hereunder will be assignable in part or in whole by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, however, each party shall be permitted to assign this Agreement, without the other party's prior written consent, to any entity that succeeds to the assigning party by way of a merger, consolidation, reorganization or sale of all or substantially all of that portion of its business to which this Agreement relates, provided that in connection with any such assignment, (i) assignor gives written notice of such assignment to the non-assigning party and (ii) the assignee agrees in writing to be bound to all of the terms and conditions of this Agreement. This Agreement will be binding upon the successors and permitted assigns of the parties and the name of a party appearing herein will be deemed to include the names of such party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement. Any assignment which is not in accordance with this section will be null and void.
- C. **Governing Law, Jurisdiction and Venue.** The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Delaware, excluding its conflict of laws principles. The parties hereby consent to: (a) the exclusive jurisdiction and venue of such courts and (b) waive any objection to that choice of forum based on personal jurisdiction, venue or to the effect that forum is not convenient.
- D. **Notice.** Any notice to be given under this Agreement will be in writing and addressed to the party at the address stated in the Order. Notices will be deemed given and effective (i) if personally delivered, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail addressed to the other party's address stated herein or other last known address.
- E. **Amendment.** No amendment, modification or supplement of any provision of this Agreement will be valid

or effective unless made in writing and signed by an authorized officer of each party.

- F. **Interpretations.** The term “including” should be read to mean “including, without limitation.” Any use of the words “sell,” “buy,” or “purchase” as applied to the Virtual Environment Platform refer to the purchase or sale of a license. This Agreement is not intended and shall not grant or convey any license or right, by implication or estoppel.
- G. **Waiver.** No provision of the Agreement will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by an authorized officer of the waiving party. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
- H. **Severability.** Whenever possible, each provision of the Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Agreement.
- I. **Headings.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any such section nor in any way affect this Agreement.
- J. **Entire Agreement of the Parties.** This Agreement, including the Order and any exhibits, will constitute and contain the entire and exclusive understanding and Agreement of the parties with respect to the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, representations, understandings and agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof.
- K. **Attorneys’ Fees.** In the event suit is commenced to enforce any provision of this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs incurred in connection therewith.
- L. **Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond such party’s reasonable control, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.
- M. **Cumulative Remedies.** Any and all rights and remedies of a party upon the other party’s breach of or default under this Agreement (whether expressly conferred by this Agreement or otherwise) shall be deemed cumulative with and not exclusive of any other right or remedy conferred by this Agreement or by law or in equity on such party, and the exercise of any one remedy shall not preclude the exercise of any other.
- N. **Waiver of Jury Trial.** EACH PARTY HEREBY EXPRESSLY WAIVES THE RIGHT TO JURY TRIAL IN ANY ACTION BROUGHT UNDER, TO ENFORCE, TO CONSTRUE, OR THAT IS OTHERWISE RELATED TO THIS AGREEMENT.