

Terms and Conditions

This Master Terms and Conditions for Data Colocation Service is between Cascade Divide Colo, Inc. ("Cascade", "we," "us," or "our"), whose principal place of business is located at 421 C Street, Suite 1A, Washougal, WA 98671 and the Customer ("Customer," "you" or "your") specified in the order form annexed herein by reference ("Order"). The Agreement (as defined below) is made effective as of the date of the Order, and your signature on the Order serves as your acceptance of the entire Agreement, including the following terms and conditions.

* Version 1.4, last updated 7/27/15.

The parties agree as follows:

1. OVERVIEW

When we use the term "Agreement," we are referring to the Master Terms and Conditions of Service for Data Colocation Service, the Acceptable Use Policy, the Service Level Agreement (if applicable) and the Order, collectively. If there is any inconsistency or conflict between the provisions of any these documents, then the documents will be given precedence in the following order: (a) the terms of your Order (b) the Master Terms and Conditions of Service for Data Colocation Service, and (c) the Acceptable Use Policy. .

The Agreement contains the entire understanding between us with respect to the services described in the Order ("Services") and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. This Agreement applies to you and your employees, agents, contractors, customers or end users who use the Services (each such person or entity being a "User").

2. INITIAL TERM AND RENEWAL

This Agreement will be for the "Initial Term" as further described in the Order. If no term is listed in the Order, then the Initial Term will be one year. At the end of the Initial Term, the Agreement will renew on a twelve (12) month basis. When we use the term "Term," we are referring to the Initial Term and any renewal term. If you do not wish to renew, then you must provide Cascade a cancellation request, in writing, not less than thirty (30) days from the requested cancellation date.

3. OBLIGATIONS, RIGHTS AND RESPONSIBILITIES

3.1 Cascade Obligations. For all Orders accepted by Cascade and subject to this Agreement, Cascade agrees to provide the Services and the applicable support listed on your Orders, subject to and in accordance with Cascade's Service Level Agreement ("SLA").

3.2 Customer Obligations. You agree to do each of the following:(a) pay when due the fees for the Services and applicable charges; (b) use reasonable security precautions in

light of your use of the Services;(c) cooperate with Cascade's reasonable investigation of outages, security problems, and any suspected breach of the Agreement;(d) keep your billing and contact information, and any other account information, complete and up to date; (e) immediately notify Cascade of any unauthorized use of your account or any other breach of the security of the Services; provided, that in the event of a dispute between the parties regarding the interpretation of applicable law or the Acceptable Use Policy, then Cascade's reasonable determination will control; (f) pay all federal, provincial, and local sales, use, value added, surcharges, excise, franchise, property, gross receipts, license, privilege, and any other taxes assessed with respect to the Services; and (g) provide Cascade with accurate factual information to help Cascade determine if any tax is due with respect to the provision of the Services, and if Cascade is required by law to collect taxes on the provision of the Services, then you must pay Cascade the amount of the tax that is due or provide satisfactory evidence of your exemption from the tax.

3.3 Acceptable Use Policy. You shall at all times comply with and ensure that your Users comply with the terms and conditions of the current version of the Acceptable Use Policy ("AUP") posted at www.cascadedivide.com. You agree that Cascade may amend the terms of the AUP from time to time by posting a new or different version of the Acceptable Use Policy at www.cascadedivide.com. You agree to include the terms and conditions set out in the AUP in an acceptable use policy with your own Users.

3.4 Customer Facilities. You are responsible for the installation, testing, operation of, and costs associated with any facilities, services and equipment (the "Customer Facilities"), other than those specifically to be provided by Cascade as described in the Order. In no event will the untimely installation or non-operation of the Customer Facilities relieve the Customer of its obligation to pay for the Cascade Services. Placement of Customer Facilities within a Cascade Data Center (defined below) is subject to Cascade's prior written consent and confirmation of your compliance with Cascade's standard insurance requirements applicable to such Data Center. All Customer Facilities shall be clearly marked or tagged as belonging to Customer. Customer Facilities must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption and clearance requirements.

3.5 Network Security. Cascade is not responsible for any security breaches affecting servers or accounts under your sole control. If your server is responsible for or involved in an attack on or unauthorized access into another server or system, then you will notify Cascade immediately, and Cascade will have the right to respond accordingly, including without limitation the right to identify, isolate, and block the source of the attack. A compromised or "hacked" server is a serious threat to our network. Cascade, at its sole discretion, will take any and all measures to prevent a compromised server from doing additional damage to its own system and files or to the rest of the network. If Cascade believes your server is compromised and is a serious threat to our network, Cascade reserves the right to: 1) contact you, 2) disconnect the server from the network, and 3)

provide evidence of the server being "hacked."

4. TERMS AND CONDITIONS OF THE CASCADE SERVICES

4.1a Alternate Carrier Access Policy. Circuits delivered by a carrier other than Cascade must be delivered to a Carrier Access Point ("CAP") in the Cascade Data Center by the third party carrier. Cascade will cross connect the circuit from the CAP to the Customer cabinet. Inside wiring must be performed by Cascade or its designated subcontractor. There will be a monthly cost and installation charge to third party carriers, for each circuit delivered to the CAP.

4.1b Power. Redundant power feeds will be subject to periodic audits to ensure they are used for redundancy purposes only. A redundant circuit will be deemed in use for non-redundant purposes if the power consumption on the subscribed primary and redundant power feeds exceeds the total power capacity of the primary feed. Any redundant power feeds that are used for purposes other than redundancy will be subject to price increase or deactivated.

4.1c Physical Security/Access. Only those individuals you authorize and identify in writing to Cascade on the Customer Site Access Form ("Representatives") may access a Cascade Data Center Colocation Site ("Data Center"). You are entitled to two (2) Access key(s)/card(s) with your Order. Additional key(s)/card(s) are available for \$50.00 per key/card. Maximum five (5) access key/card(s) per Customer. You agree to provide advance written notice to Cascade of any changes to the Customer Site Access Form and the list of Representatives. You and your Representatives agree to adhere to and abide by all security and safety measures established by Cascade and provided to you by Cascade or posted conspicuously at the Data Center. You and your Representatives shall not allow any unauthorized persons to have access to or enter any Cascade Data Center.

4.1d Structural Liability. In the event that a Data Center or a building or premises that houses a Data Center is destroyed or damaged in such a manner that it would not be possible for the Customer to continue to maintain the Customer Facilities therein or for Cascade to provide the Services, Cascade shall be under no obligation to rebuild or repair such Data Center and shall not be responsible for any damages or losses which may be incurred by the Customer by reason of such damage or destruction. In such situation all fees and charges due under the affected Order will be apportioned from the time of such damage or destruction. If such damage or destruction occurs, Cascade will, at its option, use reasonable efforts to provide Customer with an alternate site or terminate the Services with no further liability to either party.

4.2 Sustained Billing. If applicable, sustained billing for Internet transit is based on 95th percentile values determined using industry standard practices. The 95th percentile usage is calculated on inbound and outbound traffic statistics collected every 5 minutes for each month. For each category, (inbound and outbound), the top 5% of samples are eliminated from each list and the highest remaining sample in each list represents the customer's

95th percentile for inbound and outbound internet bandwidth utilization. Only the higher of the two 95th percentile numbers is used to determine the customer's sustained usage, we do not aggregate the inbound and outbound 95th percentile values. The higher 95th percentile value is multiplied by the customers contracted Mbps rate to determine billable usage.

Cascade collects Internet usage stats using SNMP polling of the Layer 2 interface counters of our network gear. All Ethernet frames passing through the monitored interface are counted as billable usage and Cascade has no ability to discern different traffic types to differentiate local traffic from Internet traffic. It is the customer's responsibility to monitor and manage the Layer 2 network traffic passing through their Internet connection.

5. PRICING, PAYMENT AND CREDIT APPROVAL

5.1 Pricing. Pricing may be adjusted to the extent mandated by any regulatory authority to which Cascade is or may become subject, or as a result of increases in rates charged to or costs incurred by Cascade in order to provide the Services. Cascade shall provide at least sixty (60) days prior written notice to you of any proposed pricing increase. In lieu of accepting the revised pricing, you may elect to terminate the affected Services upon thirty (30) days' prior written notice to Cascade, without early termination liability. The foregoing termination right shall not apply to with respect to price changes caused by publicly-noticed rate changes from the applicable electric utility provider.

5.2 Payment. Customer agrees to pay each invoice, in full, on or before the due date as specified on each invoice (the "Due Date"). Monthly recurring charges will be invoiced monthly, in advance; usage-based charges (for example, over-limit bandwidth usage), if any, will be invoiced monthly, in arrears. All rates and charges provided in the Order are computed exclusive of any applicable taxes. Customer will pay all sales and value-added taxes, duties or levies imposed by any governmental body in connection with the Services. You may not withhold any payment due unless you have provided, prior to the Due Date, written notice detailing the nature and amount of the incorrect charge, and pay the remaining undisputed portion of the invoice by the Due Date. If payment is not received on or before the Due Date, Cascade's standard late payment charge shall apply to any unpaid amounts. The standard late payment charge is currently 1.50% per month or 18% per year; we may amend this standard late payment charge from time to time, by providing notice of the change on your invoice. You will be responsible for reimbursing us for any bank charges we incur due to insufficient funds in for your account. Cascade may, upon electronic or telephonic notice, draw payment(s) in the amount due from any deposit or other security arrangement you have made with us, in the event you fail to make payment by the Due Date. Except where expressly provided in this Agreement, all payments to Cascade are nonrefundable. This includes but is not limited to any applicable setup fees and subsequent charges, regardless of usage. You must report any overcharges or billing disputes to Cascade within sixty (60) days of the time on which you became aware, or should have become aware, of the existence of the overcharge or dispute.

5.3 Credit Approval. Cascade's obligation to provide the Services is subject to a satisfactory initial credit review and approval, and maintaining satisfactory credit thereafter. As such, all delivery dates may be subject to delay and adjustment until Credit Approval has been completed. Cascade Divide will not be liable or responsible for any delays related to Credit Approval. Commencement of construction and services is subject to a satisfactory initial and ongoing Credit Review and Approval, and Customer's maintaining satisfactory credit thereafter. Customer agrees to submit reasonable financial information, on a confidential basis, upon request from Cascade Divide, including current financial statements and other information sufficient to allow Cascade Divide to assess Customer's ability to meet financial obligations under this Agreement. Initial and/or continuing credit approval may be conditioned on Customer providing reasonable security for payment, acceptable to Cascade Divide in its sole, reasonable discretion, including, for example, a cash deposit or irrevocable letter of credit. If Customer exceeds the approved credit limit, demonstrates difficulty in making payments to Cascade Divide, or Customer's financial circumstances or payment history become unacceptable, Cascade Divide may, in addition to other remedies available, require a new or increased form of security, acceptable to Cascade Divide in its sole, reasonable discretion. Customer's failure to provide the required security, at any time, will be considered a breach of this Agreement.

5.4 Additional Services. Our standard hourly rate will apply for any additional work that is outside the scope of the Order. Emergency support after 5 PM Pacific and before 9 AM Pacific will be billed at such rate, with a three-hour minimum.

6. TERMINATION

6.1 General Termination Rights. Either Party may terminate this Agreement for material breach by the other Party upon written notice of not less than thirty (30) days and failure to cure the breach within the notice period, except that such notice period shall be shortened to ten (10) days for Customer's failure to pay invoices by the Due Date. An event giving rise to a suspension or restriction under Section 6.2 below shall give rise to an immediate termination right if not satisfactorily resolved, in Cascade's sole discretion, within ten (10) days.

6.2 Cascade's Additional Rights to Restrict or Suspend Services. Cascade reserves the right (but shall have no obligation), with telephonic or email notice to Customer's emergency contact (unless prohibited by court or governmental order), to modify or suspend any or all Services or restrict Customer's use in whole or in part if, in Cascade's sole judgment, use of the Services by Customer or its Users: (a) presents a material security risk or will interfere materially with the proper continued operation of a data Center or related services (Cascade will notify Customer promptly of any security risks identified under this subsection and any action taken by Cascade with respect to such security risks), (b) is subject to an order from a court or governmental entity stating that

such use, generally, or, for certain activities, must stop. Where permitted under the relevant court or governmental order, Cascade will notify Customer of such order promptly so that Customer will have an opportunity to respond to the order. (c) violates applicable laws or governmental regulations, including, without limitation, consumer protection, securities regulation, child pornography, obscenity, data privacy, data transfer and telecommunications laws; (d) violates or infringes any intellectual property right of Cascade or a third party; (e) violates export control regulations of the United States or other applicable countries; or (f) otherwise violates Cascade's AUP.

6.3 Termination Liability. If you terminate this Agreement before the end of the Initial Term other than for Cascade's material breach, or if Cascade terminates the Agreement per Section 6.1 above, then you will be required to pay: (a) actual amounts that have been invoiced for the Services provided to the date the Agreement is terminated, and (b) an amount equal to one hundred (100%) percent of the total monthly charges for the Cascade Services being terminated, for the remainder of the Term. If monthly charges are variable, the termination liability will be based on the average monthly charge for the previous six-month period, multiplied by the remaining months in the Term.

6.4 Procedures upon Termination. You agree to immediately remove any Customer Facilities from the Cascade Data Center upon termination of this Agreement,

6.5 Transition Period. Notwithstanding the foregoing, you will be entitled to a sixty (60) day period of continued service following any notice of termination in order to complete a transfer of service ("Transition Period"); provided that you must pay all past due fees and all fees for the Transition Period in advance and cure all grounds for termination under this Section.

7. OWNERSHIP OF INTELLECTUAL PROPERTY AND EQUIPMENT

7.1 Trademarks. Neither Party shall display or otherwise use the other Party's trade marks, trade names, logos, symbols, coined words or combination of the words comprising the corporate name of the other Party or permit the same to be displayed or otherwise used in connection with any business conducted or controlled by such Party except (a) as may be approved in advance by the other Party in writing, which approval shall not be unreasonably withheld, or (b) which is in conformity with specifications for use previously provided by the other Party.

7.2 Title in Equipment and Customer Facilities. All equipment provided by Cascade in connection with this Agreement shall remain the property of Cascade. All Customer Facilities shall remain the property of Customer. Neither Party shall permit liens or encumbrances of any type to be placed on the property of the other Party, by reason of its placement in the Data Center, or otherwise.

7.3 Intellectual Property. Cascade shall retain title to and all rights in all intellectual property provided by Cascade, including, but not limited to, any know-how, patents, copyrights, trade secrets, mask works, or other intellectual property rights related to the

Services.

8. CONFIDENTIALITY

Any Confidential Information disclosed by one Party (“Disclosing Party”) to the other Party (“Recipient”) in connection with this Agreement that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Agreement. Disclosure of the Confidential Information will be restricted to the Recipient’s employees, contractors, affiliates, or agents (including outside counsel and consultants) or third party vendors required in order for Cascade to provide the Services, on a “need to know” basis in connection with the Services, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Confidential Information does not include information which: (a) is already known to Recipient at the time of disclosure; (b) is or becomes publicly known through no wrongful act or failure of the Recipient; (c) is independently developed by Recipient without benefit of Disclosing Party’s Confidential Information; or (d) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each Party agrees to protect the other’s Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other person.

9. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

Customer acknowledges that it accepts all risk of any unauthorized or illegal use of the Cascade network or any inter-connected network by third parties. CASCADE PROVIDES NO WARRANTIES, MAKES NO REPRESENTATIONS, AND ACCEPTS NO LIABILITY FOR THE UNAUTHORIZED OR ILLEGAL ACCESS OR INTERFERENCE WITH THE CUSTOMER'S SERVER/NETWORK. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL INFORMATION, CONTENT, AND OTHER SERVICES MADE AVAILABLE BY CASCADE OR ANY THIRD PARTY VENDORS ARE PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS AND NEITHER CASCADE, ITS PARENT COMPANY, NOR THEIR AFFILIATES AND SUBSIDIARIES MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES. CASCADE, ITS PARENT COMPANY, AND THEIR AFFILIATES AND SUBSIDIARIES HEREBY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TO ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY NOR ANY OF ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR REPRESENTATIVES

WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS OR REVENUES OR COST OF REPLACEMENT SERVICES (WHETHER DIRECT OR INDIRECT) NOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICES, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CASCADE'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, CASCADE'S LIABILITY TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO THE LESSER OF THE TOTAL OF YOUR PROVEN DIRECT DAMAGES OR THE SUM OF FIVE HUNDRED DOLLARS (\$500 CDN).. THE FEES FOR THE SERVICES SET BY CASCADE UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK.

10. INDEMNIFICATION

Customer agrees to indemnify, defend and save harmless Cascade and its shareholders, directors, officers, employees, agents, contractors, and representatives ("Indemnified Persons") from and against all damages, losses, costs and expenses (including actual legal fees and costs), fines and liabilities (collectively, "Claims") incurred by or awarded, asserted or claimed against Cascade or its Indemnified Persons in connection with Customer's negligence, activities or omissions, or breaches of its obligations under this Agreement. In addition, Customer will indemnify, defend and save harmless Cascade and its Indemnified Persons from and against all Claims made by Customer's Users, regardless of whether such Claim arose from Customer's acts or omissions. Cascade agrees to indemnify, defend, and hold harmless Customer and its Indemnified Persons from and against any and all Claims incurred by or awarded, asserted or claimed against Customer in connection with allegations that the Services as provided by Cascade infringe any third party's intellectual property rights.

11. GOVERNING LAW; DISPUTE RESOLUTION.

☑ Any action related to this Agreement shall be governed the laws of the State of Washington (except that body of law controlling conflict of laws) and the United Nations Convention on the International Sale of Goods will not apply. Any suit or proceeding arising out of or relating to this Agreement will be brought in the applicable federal or state court located in Clark County, Washington, and each Party irrevocably submits to the jurisdiction and venue of such courts.

Except for non-payment, breaches of confidentiality set out in Section 8 (Confidentiality) or the indemnification obligations set out in Section 10 (Indemnification), all disputes, differences of opinion, or controversies arising in connection with this Agreement will first be resolved through good faith negotiation of senior level management personnel of both Parties to arrive at an agreeable resolution. If, after negotiating in good faith for a

period of thirty (30) days or any agreed further period, the Parties are unable to resolve the dispute, then the Parties may seek resolution by exercising any rights or remedies available to either Party under applicable law or equity. .

12. INSURANCE

12.1 The Customer shall, at its sole cost and expense procure, maintain, pay for and keep in force at all time throughout the Term of this Agreement the insurance coverage as specified below:(a) Comprehensive general liability coverage on an occurrence basis in an amount of two (2) million combined single limit for bodily injury and property damage. Said coverage shall include contractual owners and contractors protective, products/completed operations, occurrence property damage, personal injury and contingent employer's liability endorsements, a cross liability clause naming Cascade as an additional insured and contain a severability of interests clause. (b) All risk Property coverage on a full replacement cost basis insuring the Equipment and the entire Customer's real and personal property situated on or within any Cascade premises with the Customer and Cascade shown as loss payee to the extent of their respective interests. The policy shall contain a waiver by the Customer's insurers of any right of subrogation such insurer may or might have against Cascade.

12.2 The required limit set forth in Section 12.1 may be increased by Cascade from time to time during the Term of this Agreement, upon thirty (30) days prior written notice to the Customer, including without limitation, to at least such minimum limits as shall then be customary in respect of comparable situations. Such required limit may be satisfied through a primary and an umbrella or excess coverage policy.

12.3 All insurance must be in effect on or before the effective date of this Agreement and shall remain in force as long as this Agreement is in effect. If the Customer fails to maintain the coverage, Cascade may pay the premiums for such insurance and the Customer shall immediately reimburse Cascade for the amount of such premiums.

12.4 The Customer shall submit certificates of insurance in a form satisfactory to Cascade, confirming that the Customer has the coverage specified in this Section in place prior to the effective date of this Agreement. Such certificates shall be submitted annually thereafter or at anytime upon the written request of Cascade. All policies of insurance to be maintained by the Customer shall provide that Cascade will receive thirty (30) days advance notice from the Customer's insurers of cancellation, termination or any material change to the Customer's insurance policies.

12.5 The Customer will conform to any recommendations made by Cascade's insurers and of fire and safety protection consultants which Cascade has already agreed to or to such recommendations they make during the Term of this Agreement that are adopted by Cascade.

13. MISCELLANEOUS

(a) Cascade may modify terms and conditions of general applicability contained in this Agreement at any time at its sole discretion. Any modifications are effective upon posting of the revisions under the Master Terms and Conditions of Service page of the Cascade website, www.Cascadedivide.com. Your continued use of the Services following Cascade's posting of any modifications constitutes your acceptance of the modifications. If you do not agree to the terms of any modification, you may terminate the Agreement without early termination liability by providing written notice to Cascade within thirty (30) days of the posting of any modifications of this Agreement by Cascade. (b) You and Cascade are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between you and Cascade. (c) The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving Party.

(d) Upon notice, Cascade Divide may assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the Customer. Customer may not assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of Cascade Divide. Notwithstanding the foregoing, upon notice to the other party, either party may assign all of its rights and obligations under this Agreement to an Affiliate or to a successor entity as part of a merger, sale, or consolidation involving transfer of all or substantially all of the party's stock or assets, provided that the assignee or successor entity agrees to be bound by the terms of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective officers, directors, employees, successors, and assigns.

For purposes of this Agreement, "Affiliate" shall mean (i) any individual, corporation, partnership, limited liability company, limited liability partnership, practice, association, joint stock company, trust, unincorporated organization, or other venture or business vehicle (each an "Entity") in which a party owns a fifty percent (50%) or greater equity interest; or (ii) any Entity which, directly or indirectly, is in control of, is controlled by or is under common control with a party. For the purpose of this definition, control of an Entity shall include the power, directly or indirectly, whether or not exercised: (a) to vote fifty percent (50%) (or such lesser percentage as is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) or more of the securities or other interests having ordinary voting power for the election of directors or other managing authority of such Entity; or (b) to direct or cause the direction of the management or policies of such Entity, whether through ownership of voting securities, partnership interest or equity, by contract or otherwise.

(e) To the extent any portion of this Agreement is determined to be unenforceable by a court of competent jurisdiction, such unenforceability will not invalidate this Agreement

as a whole, but only that specific portion held to be unenforceable, and all other terms and conditions contained in this Agreement will remain in full force and effect. ☐

f) Any provision of this Agreement that, by its nature, is applicable to circumstances arising after the termination of this Agreement will survive such termination and remain in full force and effect, and no termination of this Agreement will relieve either Party from any liability arising out of any breach of this Agreement occurring prior to termination.

(g) Neither Party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent such failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, government restrictions (including without limitation the denial or cancellation of any export or other necessary license), wars, insurrections, acts of terrorism, failure of suppliers, subcontractors, and carriers, or third party to substantially meet its performance obligations under this Agreement.

(h) Unless otherwise specified herein, all notices, demands, requests or other communications required or permitted under this Agreement will be deemed given when delivered personally, sent by facsimile upon confirmation, sent and received by return receipt email, or upon receipt of delivery of overnight mail.