DENSITY INC.

Master Services Agreement

This Master Services Agreement ("**Agreement**") contains the terms and conditions that govern your access to and use of the Services (as defined below) and is an agreement between Density, Inc. ("**Company**"), and the customer set forth on the Order Form (as defined below) entered into in connection with this Agreement ("**Customer**"). This Agreement takes effect on the date set forth in the first Order Form entered into between Company and Customer

1. SERVICES

1.1 Services. Subject to the terms of this Agreement, solely during any paid periods agreed to in one or more Order Forms (defined below), the Company agrees to provide Customer the following three (3) items (collectively "**Services**"):

(a) Access to Density Platform. The Density Platform is a collection of standard, Customer-facing tools, including but not limited to: dashboards, reports, provisioning applications, documentation, and the like. Company grants to Customer a limited, non-exclusive, non-transferable right to access and use the Density Platform solely for Customer's internal business purposes.

(b) Density API License. The Density API is a web-based tool that allows Customers to connect the Services with another system. Company grants to Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Density API in accordance with the related documentation provided by Company, this Agreement, and applicable law, solely for the purposes of developing and operating an implementation of the Density API for Customer's internal business purposes.

(c) Density Hardware. Density Hardware means any device that is provided by Company to Customer. Company at all times retains full ownership, right and title to all Density Hardware provided to Customer. Company grants Customer a limited, non-transferable right to use all such provided Density Hardware, solely in connection with the Density Platform and Density API rights or licenses granted to Customer in this Agreement. Customer must return all Density Hardware to Company, at Customer's expense, at the end of term of an applicable Order Form or earlier termination.

1.2 Service Level Agreement. Company will use commercially reasonable efforts to provide Customer with the Services during the applicable term set forth in an Order Form and in accordance with the service levels and support policy set forth in the Density Service Level Agreement ("**SLA Policy**").

1.3 Changes to Services. From time to time Company may modify, amend, or otherwise alter the Services. Company reserves the right to make any and all such changes as it deems fit, in its sole subjective discretion. Notwithstanding the foregoing, Company has no plans or intentions to materially change the Services during the term of any applicable Order Form. Company will strive to provide advance notice to Customer of any upcoming changes that will affect Customer's level of Services.

1.4 General Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: (a) reproduce, modify, translate, enhance, create derivative works of, decompile, disassemble, reverse engineer, or otherwise attempt to discover the engineering or source code or underlying ideas or algorithms of any portion of the Services; (b) remove software from any aspect of the Services on which it is preloaded; nor (c) circumvent or disable any technological features or measures in the Services, including security features. Customer shall take reasonable measures to prevent the Services from being stolen or accessed without authorization and to prevent third parties from carrying out the restricted activities set forth in this Agreement.

2. ORDERS

2.1 Order Form. From time to time during the term of this Agreement, the parties may enter into one or more order forms for Services, with all such order forms defining the following: the quantity and term of Services that Company is providing to Customer, the associated fees the Customer is paying for the Services, and any other terms mutually agreed to by the parties **("Order Forms")**.

2.2 Acceptance. Order Forms are only accepted and enforceable when agreed to by both parties, with such agreement being evidenced by the mutual signatures of agents duly authorized to bind each party. For purposes of this section, digital signatures are permitted.

2.3 Governing Terms. The terms of this Agreement will govern all Order Forms between Company and Customer for Services. The terms of a Order Form or any other document that conflict with, or in any way purport to amend, any of the terms of this Agreement are hereby objected to and will be of no force or effect unless Company specifically consents to those terms in writing. To avoid confusion, any terms of an Order Form, which is executed in accordance with the Acceptance terms of this Agreement, that conflict with the terms of this Agreement, share take precedence and control on that matter.

2.4 Fulfillment of Orders. Company will use commercially reasonable efforts to fill all orders promptly after acceptance. Customer acknowledges that fulfillment of all Order Forms is subject to Company's then published lead times.

2.5 Shipment Terms. All Density Hardware delivered pursuant to this Agreement will be suitably packed for shipment in Company's standard shipping cartons, marked for shipment, and delivered to Customer or its carrier agent EXW Company's facility, at which time risk of loss and damage will pass to Customer. Company will select the carrier, unless the carrier chosen by Company will not fulfill the delivery, in which case Customer's choice of substitute carrier is subject to Company's approval. Customer will pay all freight, insurance, and other shipping expenses, as well as any special packing expense, unless otherwise agreed between the parties. Customer will also bear all applicable taxes, duties and similar charges that may be assessed against the Density Hardware after delivery to the carrier at Company's facilities. As used in this Agreement, the term EXW will be construed in accordance with the International Chamber of Commerce "Incoterms 2010".

3. PAYMENTS

3.1 Fees. Customer shall pay all fees described in each Order Form ("**Fees**"). Unless otherwise noted in an applicable Order Form: (a) Fees are based on Services purchased and not actual usage; (b) payment obligations are not cancelable and Fees paid are non-refundable; and (c) quantities purchased cannot be decreased during the term of an applicable Order Form. Company reserves the right to change the applicable Fees for the Services and to institute new Fees upon the expiration of the term set forth in an applicable Order Form.

3.2 Invoicing. Unless otherwise noted in an applicable Order Form, all invoices will be issued immediately upon acceptance of an Order form, with payment due on receipt. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 30 calendar days after the date of the invoice in which the error or problem appeared, in order to receive an adjustment or credit.

3.3 Payment. Unless otherwise noted in an applicable Order Form, all payments by Customer will be made via wire or EFT into Company's bank account, with such account details to be noted on an applicable invoice. Whatever payment method is used, Customer will be responsible for any and all associated processing fees, regardless of where or from whom such fees originate.

3.4 Currency and Late Payment. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Customer will reimburse any costs or expenses (including reasonable attorneys' fees) incurred by Company to collect any

amount that is not paid when due. Company may accept any payment in any amount without prejudice to Company's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason. If all Customer payment methods fail and amounts remain due following 30 days' notice of required payment, Customer will be in material breach of this Agreement. All amounts payable under this Agreement are denominated in United States dollars, and Customer will pay all such amounts in United States dollars.

3.5 Taxes. Other than federal and state net income taxes imposed on Company by the United States, Customer will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement. Customer will pay any additional taxes as are necessary to ensure that the net amounts received by Company after all such taxes are paid are equal to the amounts which Company would have been entitled to in accordance with this Agreement as if the taxes did not exist.

3.6 Solvency. Customer warrants to Company that it is (and will be) financially solvent on the date on which it executes an Order Form. Company reserves the right, in its discretion, to suspend or cease performance, or to change the credit terms provided herein, when in Company's opinion, the financial condition or previous payment record of Customer so warrants. Company may enforce its rights and remedies under this Section without prior notice or demand.

4. TERM AND TERMINATION

4.1 Term. Subject to earlier termination as provided herein, this Agreement takes effect on the Effective Date set forth in the first Order Form entered into between Company and Customer and shall continue until the expiration or termination of the last Order Form between Company and Customer. The term shall be as specified in an applicable Order Form.

4.2 Cancellations. IF CUSTOMER CANCELS SERVICES PRIOR TO THE END OF THE TERM ON AN APPLICABLE ORDER FORM, CUSTOMER WILL NOT RECEIVE A REFUND OR CREDIT FOR THE REMAINDER OF SUCH TERM.

4.3 Termination for Cause. If either party fails to perform any of its material obligations under this Agreement, the affected party shall provide written notice to the other party detailing such failure and its intention to cancel this Agreement if not cured. The affected party may terminate this Agreement if the failure is not cured by the other party within thirty (30) days of the written notice. In the event Customer is the affected party and Customer terminates this Agreement pursuant to this section, then Customer shall be entitled to a pro-rated refund of any applicable, pre-paid Fees. Any such refund shall correspond to the remaining term of an applicable Order From, starting from the termination date.

4.4 No Liability for Termination. Except as expressly required by law, if either party terminates this Agreement in accordance with any of the provisions of this Agreement, neither party will be liable to the other because of such termination for compensation, reimbursement, or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases, or commitments in connection with the business or goodwill of Company or Customer. Termination will not, however, relieve either party of obligations incurred prior to the effective date of the termination.

4.5 Effects of Termination. In addition, the following provisions will survive any expiration or termination of this Agreement: Sections 1.4, 3 through 6, and 8 through 11. The termination or expiration of this Agreement will not relieve Customer of (a) the obligation to pay any fees that are due to Company under this Agreement and (b) Customer's obligation to indemnify Company as specified in this Agreement.

5. PROPRIETARY RIGHTS AND NOTICES

5.1 Proprietary Rights. Company and its licensors own all right, title, and interest, including all intellectual property rights, in and to the Services. Customer will not act to jeopardize, limit, or interfere in any manner with Company's ownership of and rights with respect to the Services. Customer will have only those rights in or to the Services specifically granted to it pursuant to this Agreement.

5.2 Customer Data. Customer will own all right, title, and interest in and to any data collected by Company through Customer's use of the Services ("**Customer Data**"). Customer hereby grants to Company a nonexclusive, worldwide, royalty-free, fully paid right and license to the Customer Data for the term of any Order Form to the extent necessary for Company to provide the Services. Customer hereby grants to Company a nonexclusive, worldwide, perpetual, royalty-free, fully paid right and license to the Customer Data (i) for Company's internal use only for research and development purposes and to improve Company's products and services, and (ii) in aggregate, anonymized format, so long as Company does not disclose Customer as the source of the data.

5.3 Proprietary Rights Notices. Customer and its employees and agents will not remove or alter any trademark, trade name, copyright, patent, patent pending, or other proprietary notices, legends, symbols, or labels appearing on the Services or related items delivered by Company.

5.4 Third Party Copyright Notices. The Services include third-party code licensed to Company for use and redistribution under open-source licenses ("**Third Party Software**"). The terms of certain open-source licenses may be applicable to your use of the Services, as set forth in the applicable open-source license. A list of disclosures and disclaimers in connection with Company's incorporation of certain open-source licensed software into the Services is provided upon request.

5.5 Feedback. From time to time, Customer may provide suggestions, feedback, or other input related to the Services ("**Feedback**"). Customer hereby grants to Company a nonexclusive, worldwide, perpetual, royalty-free, fully paid right and license to the Feedback for any legitimate business purpose of the Company, without restriction, provided that the Company shall not attribute such Feedback to Customer, or otherwise refer to or identify Customer in connection with such activities. Customer shall not provide or disclose any Feedback to Company that Customer does not have the right to provide or disclose.

6. WARRANTY AND DISCLAIMER

6.1 Mutual Representation and Warranty. Each party represents and warrants that it has the full power to enter into this Agreement and to perform its obligations hereunder.

6.2 Company Representations and Warranties. Company represents and warrants to Customer that: (a) the Services will operate substantially in accordance with the documentation provided by Company, and (b) to the knowledge of the Company, the Services are and will be, during the term of an applicable Order Form, free of any code that is designed to disrupt, disable, harm, modify, delete, or otherwise impair the operation of the Services or any of Customer's software, computer systems, or networks. Company's sole and exclusive liability, and Customer's sole and exclusive remedy, for breach of the foregoing warranties shall be Company's use of reasonable efforts to maintain the Services as described in Section 1.2 above.

6.3 Disclaimer. COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICES OR AGAINST INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. COMPANY EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED ON CUSTOMER'S USE OF THE SERVICES.

7. INFRINGEMENT INDEMNIFICATION

7.1 Defense of Claims. Company will, at its option and expense, defend Customer and its officers, employees, directors, agents, and representatives ("**Customer Indemnified Parties**") from or settle any claim, proceeding, or suit ("**Claim**") brought by a third party against a

Customer Indemnified Party alleging that Customer's use of the Services (excluding Third Party Software) infringes or misappropriates any United States patent, copyright, trade secret, trademark, or other intellectual property right if: (a) the Customer Indemnified Party gives Company prompt written notice of the Claim; (b) Company has full and complete control over the defense and settlement of such Claim; (c) the Customer Indemnified Parties provide assistance, at Company's expense as specified in Section 7.2, in connection with the defense and settlement of such Claim as Company may reasonably request; and (d) the Customer Indemnified Parties comply with any settlement or court order made in connection with such Claim (e.g., relating to the future use, sale, or distribution of any infringing Services). The Customer Indemnified Parties will not defend or settle any such Claim without Company's prior written consent. The applicable Customer Indemnified Party shall have the right to participate in the defense of such Claim at its own expense and with counsel of its own choosing, but Company will have sole control over the defense and settlement of the Claim.

7.2 Indemnification. Company will indemnify the Customer Indemnified Parties against and pay (a) all damages, costs, and attorneys' fees finally awarded against a Customer Indemnified Party in any Claim under Section 7.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of such Claim, including assistance provided under Section 7.1(c) (other than attorneys' fees and costs incurred without Company's consent after Company has accepted defense of such claim); and, (c) if any Claim arising under Section 7.1 is settled, all amounts to be paid to any third party in settlement of any such Claim (as agreed to by Company).

7.3 Mitigation. If Customer's Services is, or in Company's reasonable opinion is likely to become, enjoined or materially diminished as a result of a Claim under Section 7.1, then Company will either: (a) procure the continuing right of Customer to use the Services; (b) replace or modify the Services in a functionally equivalent manner while maintaining the same form, fit, and function so that it no longer infringes; or if, despite its commercially reasonable efforts, Company is unable to do either (a) or (b), Company will (c) terminate Customer's rights to the Services under this Agreement and Customer will return all Density Hardware for refund by Company.

7.4 Exceptions. Company will have no obligation under this Section 7 for any alleged infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the Services in combination with other products, if such alleged infringement or misappropriation would not have arisen but for such combination; (b) Services that are provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (c) use of the Services for purposes not intended; (d) use of Services after Customer has been notified of any termination of its right to use the Services pursuant to Section 7.3(c); (e) Customer's failure to use the Services in accordance with instructions provided by Company, if the alleged infringement or misappropriation would not have occurred but for such failure; or (f) any modification of the Services not made or authorized in writing by Company where such alleged infringement or misappropriation would not have occurred absent such modification. Customer is responsible for any costs or damages that result from these actions.

7.5 Exclusive Remedy. This Section 7 states Company's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third party intellectual property right by the Services.

8. CUSTOMER INDEMNIFICATION

8.1 Defense of Claims. Customer will defend Company and its affiliates and their employees, directors, agents, and representatives ("**Density Indemnified Parties**") from any actual or threatened third party claim arising out of or based upon Customer's performance or failure to perform under this Agreement, its negligence or willful misconduct, or its breach of this Agreement. The Density Indemnified Parties will: (a) give Customer prompt written notice of the claim; (b) grant Customer full and complete control over the defense and settlement of the claim; and (c) assist Customer with the defense and settlement of the claim as Customer may reasonably request.

8.2 Indemnification. Customer will indemnify each of the Density Indemnified Parties against (a) all damages, costs, and attorneys' fees finally awarded against any of them in any proceeding under Section 8.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without Customer's consent after Customer has accepted defense of such claim); and, (c) if any proceeding arising under Section 8.1 is settled, Customer will pay any amounts to any third party agreed to by Customer in settlement of any such claims.

9. CONFIDENTIAL INFORMATION

9.1 "Confidential Information" means any trade secrets or other information of a party, whether of a technical, business, or other nature (including information relating to a party's technology, software, products, services, designs, methodologies, business plans, finances, marketing plans, distributors, prospects, or other affairs), that is disclosed to a party during the term of this Agreement. The Services and related information will be the Confidential Information of Company. Confidential Information does not include any information that: (a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Agreement; (b) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party; (c) is acquired by the receiving party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party.

9.2 Nondisclosure. During and after the term of this Agreement, each party will: (a) not disclose the other party's Confidential Information to a third party unless the third party must access the Confidential Information to perform in accordance with this Agreement and the third party has executed a written agreement that contains terms that are substantially similar to the terms contained in this Section 9; and (b) protect the other party's Confidential Information from unauthorized disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

9.3 Confidentiality of Agreement. Neither party to this Agreement will disclose the terms of this Agreement to any third party without the consent of the other party, except as required by securities or other applicable laws. Notwithstanding the above provisions, each party may disclose the terms of this Agreement (a) in connection with the requirements of a public offering or securities filing; (b) in confidence, to accountants, banks, and financing sources and their advisors; (c) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or (d) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

9.4 Return of Materials. Upon the termination or expiration of this Agreement, or upon earlier request, each party will deliver to the other all Confidential Information that it may have in its possession or control. Notwithstanding the foregoing, neither party will be required to return materials that it must retain in order to receive the benefits of this Agreement or properly perform in accordance with this Agreement.

9.5 Existing Obligations. The obligations in this Section 9 are in addition to, and supplement, each party's obligations of confidentiality under any nondisclosure or other agreement between the parties.

10. LIMITATION OF LIABILITY

10.1 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, COMPANY WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF COMPANY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

10.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL COMPANY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND

REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY UNDER APPLICABLE ORDER FORMS RELATED TO THIS AGREEMENT.

10.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABLITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

11. GENERAL

11.1 Export Restrictions. Customer will not resell or otherwise distribute the Services in any foreign territory where applicable laws would not provide the protections to Company and the Services intended under this Agreement, or where there is a significant risk that the Services would fall into the public domain. Customer will not directly or indirectly import, export, or re-export the Services outside the United States without obtaining all permits and licenses as may be required by, and conforming with, all applicable laws and regulations of the governments of the United States and the foreign territory.

11.2 Independent Contractors. The relationship of the parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement should be construed to give either party the power to (a) act as an agent or (b) direct or control the day-to-day activities of the other. Financial and other obligations associated with each party's business are the sole responsibility of that party.

11.3 Assignability. Customer may not assign its right, duties, or obligations under this Agreement without Company's prior written consent. As used in this Section 11.3, "assign" includes undergoing any direct or indirect change in control, whether via a merger, acquisition, or sale of all or substantially all assets of Customer. If consent is given, this Agreement will bind Customer's successors and assigns. Any attempt by Customer to transfer its rights, duties, or obligations under this Agreement except as expressly provided in this Agreement is void.

11.4 Nonsolicitation. During the term of this Agreement and for a period of one year thereafter, Customer will not, directly or indirectly, employ or solicit the employment or services of a Company employee or independent contractor without the prior written consent of Company.

11.5 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in the Order Form and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

11.6 Force Majeure. Company will not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond Company's reasonable control, so long as Company uses commercially reasonable efforts to avoid or remove such causes of non-performance.

11.7 Foreign Corrupt Practices Act. In conformity with the United States Foreign Corrupt Practices Act and with Company's corporate policies regarding foreign business practices, Customer and its employees and agents shall not directly or indirectly make and offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government, including the United States Government (including a decision not to act) or inducing such a person to use his influence to affect any such governmental act or decision in order to assist Company in obtaining, retaining, or directing any such business.

11.8 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of California, U.S.A without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

11.9 Arbitration. The parties agree to resolve all disputes arising under or in connection with this Agreement through binding arbitration. The arbitration will be held in San Francisco County, California, USA. If Customer is an entity incorporated or formed under the state or federal laws of the United States of America, the arbitration will be conducted in accordance with the applicable rules of the American Arbitration Association ("**AAA**"). If Customer is an entity incorporated or formed under the laws of a foreign jurisdiction, the arbitration will be conducted in accordance with the International Chamber of Commerce ("**ICC**") Rules of Arbitration. If there is a dispute between the parties under this Agreement, the parties will use good faith efforts to agree upon and appoint one arbitrator no later than 20 days after the notice of arbitration is received from the other party. If the parties do not agree on an arbitrator, the arbitrator will be selected in accordance with the applicable rules of the AAA or ICC (as applicable) for the appointment of an arbitrator. The selection of an arbitrator under the rules of the AAA or ICC will be final and binding on the parties. The arbitrator must be independent of the parties. The arbitrator will conduct the arbitration in accordance with the applicable rules of the AAA or ICC (as applicable). The arbitrator will limit discovery as reasonably practicable to complete the arbitration as soon as practicable. The arbitrator's decision will be final and binding on both parties. The costs and expenses of the arbitration will be shared equally by both parties. This Section 11.9 will not prohibit either party from seeking injunctive relief in a court of competent jurisdiction.

11.10 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

11.11 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the grant of any rights to Customer under this Agreement is found to be illegal, unenforceable, or invalid, the right granted will immediately terminate.

11.12 Interpretation. The parties have had an equal opportunity to participate in the drafting of this Agreement and the attached exhibits, if any. No ambiguity will be construed against any party based upon a claim that that party drafted the ambiguous language. The headings appearing at the beginning of several sections contained in this Agreement have been inserted for identification and reference purposes only and must not be used to construe or interpret this Agreement. Whenever required by context, a singular number will include the plural, the plural number will include the singular, and the gender of any pronoun will include all genders. Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." The word "or" is used in the inclusive sense of "and/or." The terms "or," "any" and "either" are not exclusive.

11.13 Entire Agreement. This Agreement, including any applicable Order Forms, is the final and complete expression of the agreement between these parties regarding the Services. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement. No employee, agent, or other representative of Company has any authority to bind Company with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought.