

Cloud Services Agreement

THE INDIVIDUAL OR ENTITY ("Customer") EXECUTING ANY ORDER FORM, WORK ORDER, STATEMENT OF WORK OR PROPOSAL ("Order Form") THAT INCORPORATES THIS CLOUD SERVICE AGREEMENT (collectively Order Form and this CLOUD SERVICE AGREEMENT, "AGREEMENT") AGREES THE FOLLOWING TERMS AND CONDITIONS GOVERN ACCESS TO, AND THE PROVISION OF, THE SERVICES BY WINXNET, LLC ("LOGICALLY") TO CUSTOMER. THIS AGREEMENT IS EFFECTIVE AS OF THE DATE CUSTOMER EXECUTED AND RETURNED TO LOGICALLY AN ORDER FORM ("Effective Date"). A copy of this entire Agreement is available for download and printing by clicking here. If at any time you do not agree to all of its terms set forth below, or as amended, please immediately discontinue use of any services (defined below). Your use of the Services (defined below) is subject to this Agreement

This Agreement shall be subject to all terms and conditions of the Master Agreement. To the extent any provisions of the Master Services Agreement conflict with the provisions of this Agreement, the provisions of the Master Services Agreement shall control, except to the extent that the Cloud Services Agreement expressly and specifically states an intent to supersede the specific terms of the Master Services Agreement. The Master Agreement is hereby incorporated and made a part of this Agreement.

DEFINED TERMS

Some words used in the Agreement have the particular meanings below:

"**Business Day**" means 8:00 a.m. – 5:00 p.m. Monday through Friday, United States eastern time, excluding federal public holidays in the United States.

"**Client Software**" means software that allows a device, or user, to access or utilize the services or functionality provided by the Server Software.

"**Device**" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.

"**Junk Mail**" means email that is captured by our mail filter and other email that is reported by you to Logically as undesirable.

"**Server Software**" means software that provides services or functionality on a computer acting as a server.

"**Services**" means those services described in the Agreement.

LOGICALLY OBLIGATIONS

Contingent on Logically's acceptance of your Agreement, and subject to these Terms of Service, Logically agrees to provide the Services. Logically agrees to follow security procedures at least as stringent, in Logically commercially reasonable judgment, as those described herein.

Physical Access

The Logically servers used to provide the Services will be located in a controlled access data center operated by Logically or a Logically affiliated company. Access to the datacenter will be restricted to Logically employees or its agents who need access for the purpose of providing the services. The data center will be staffed 24/7/365 and will be monitored by video surveillance. Entrance to the data center will be authorized by proximity-based access cards and biometric hand scanners or other approved security authentication methods.

Logically Personnel

- *Screening* - Logically will perform pre-employment background screening of its employees who have access to customers' accounts.
- *Access* - Logically will restrict the use of administrative access codes for customer accounts to its employees and other agents who need the access codes for the purpose of providing the services. Logically personnel who use access codes shall be required to log on using an assigned user name and password.

Reports of and Response to Security Breach

Logically will immediately report to you any unauthorized access or release of your information of which we become aware. Upon request, we will promptly provide to you all information and documentation that we have available to us in connection with any such event.

Service Level Agreement

This Service Level Agreement (SLA) applies to the Logically Cloud Services listed herein (a "Service" or the "Services"), but does not apply to separately branded services made available with or connected to the Services or to any on-premises software that is part of any Service.

We will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewal term. We will provide at least 90 days' notice for adverse material changes to this SLA.

All primary cloud hosting services detailed in this agreement shall be available 99.9%. Availability shall be measured in yearly increments with the measurement period beginning on the commencement date of this agreement. Pre-scheduled maintenance periods are not deemed an outage.

Downtime/Un-Availability describes any period of time when users are not able to log in to the service, log in to the Cloud Systems, access applications on the Cloud Systems; or any period of time users are not able to access the systems as designed.

Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Arising out of or related to factors outside Logically's reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to designated data centers, including at Client's site or between Client's site and a designated data center).
2. That result from the use of services, hardware, or software not provided by Logically, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services.
3. Caused by Client's or any agent of Client's use of a Service after Logically advised in favor of modifying the use of, or ending, the Service, if Client or Client's agent did not adopt Logically's recommendation.
4. That result from Client's or Client's agents unauthorized action or lack of action when required, or from Client's employees, agents, contractors, or vendors, or anyone gaining access to Logically's network by means of Client's passwords or equipment, or otherwise resulting from Client's failure to follow appropriate and/or recommended security practices.
5. That result from Client's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Client's use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance.

TERMS AND CONDITIONS REGARDING USE OF LICENSED SOFTWARE

This section concerns the use of Licensed Software, which includes computer software provided to Client by Logically as described below, and may include associated media, printed materials, and "online" or electronic documentation (individually and collectively "SOFTWARE PRODUCTS"). Client acknowledges that Logically does not own the SOFTWARE PRODUCTS and has been advised that the use thereof is subject to certain rights and limitations, of which

Logically has informed Client. Client's right to use the SOFTWARE PRODUCTS is subject to Client's representation that it understands such use parameters and commits to complying with the same during and after the term of this Agreement.

Ownership of Software Products

Client confirms its understanding that the SOFTWARE PRODUCTS are licensed to Logically from Microsoft Corporation, Symantec, VMware, and Citrix, etc. All title and intellectual property rights in and to the SOFTWARE PRODUCTS (and the constituent elements thereof, including but not limited to images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE PRODUCTS) are owned by their respective company or its suppliers. The Licensed Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the SOFTWARE PRODUCTS does not transfer any ownership of the SOFTWARE PRODUCTS or any intellectual property rights to Client.

Use of Client Software

Client may use the Client Software installed on its Devices by Logically only in accordance with the instructions, and only in connection with the services, provided to Client and supported by Logically.

Use of Redistribution Software

In connection with the services provided to Client by Logically, Client acknowledges may have access to certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively called "Redistribution Software"). **CLIENT MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO LOGICALLY, WHICH TERMS MUST BE PROVIDED TO CLIENT BY LOGICALLY.** Microsoft does not permit Client to use any Redistribution Software unless Client expressly agrees in writing to comply with such additional terms, as provided to Client by Logically.

Copies

Client may not make any copies of the SOFTWARE PRODUCTS; provided, however, Client may (a) make one (1) copy of Client Software on Client's device as expressly authorized by Logically; and (b) Client may make copies of certain Redistribution Software in accordance with (Use of

Redistribution Software Section). Client covenants and agrees that it will promptly (within 10 business days) erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of its engagement with Logically and/or upon transfer of Client's Device to any third party, whichever occurs first. Client is prohibited from copying any printed materials accompanying the SOFTWARE PRODUCTS.

Limitations on Reverse Engineering, Decompilation, and Disassembly

Client is strictly prohibited from reverse engineering, decompiling, deconstruction for purposes of replication or improper commercial use, or disassembling the SOFTWARE PRODUCTS, except and only to the extent that applicable by law, notwithstanding this limitation expressly permits such activity.

No Rental

Client may not rent, lease, sublicense, lend, pledge, or directly or indirectly transfer or distribute the SOFTWARE PRODUCTS to any third party, and Client may not permit any third party to have access to and/or use the functionality of the SOFTWARE PRODUCTS unless specifically authorized herein or in writing by Logically.

Termination

Without prejudice to any other rights, Logically may terminate Client's rights to use the SOFTWARE PRODUCTS if Client fail to comply with the terms and conditions detailed herein or a breach of the Master Services Agreement. In the event of termination or cancellation, Client must stop using and/or accessing the SOFTWARE PRODUCTS, and destroy all copies of the SOFTWARE PRODUCTS and all of its component parts.

No Warranties, Liabilities or Remedies by Licensed Software

ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY LOGICALLY AND NOT BY THE SOFTWARE MANUFACTURER OR ITS AFFILIATES OR SUBSIDIARIES. Client hereby agrees not to pursue claims and/or remedies as to the software manufacturer or its affiliates or subsidiaries.

Product Support

Any product support for the SOFTWARE PRODUCTS is provided to Client by Logically and is not provided by the software manufacturer or its affiliates or subsidiaries.

Not Fault Tolerant

THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVER PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

Export Restrictions

The SOFTWARE PRODUCTS are of U.S. origin for purposes of U.S. export control laws. Client agrees to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCTS, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

Microsoft License Mobility

If Client makes use of Microsoft software relative to the Services, which is not provided by Logically, then Client, in so doing, represents and warrants that it has secured a written license agreement (or other necessary legal authorization) that permits Client to use the Microsoft software in conjunction with the Services. Client agrees that it will provide Logically with evidence of such licensing as Logically may reasonably require prior to the commencement of the Services, and from time to time as necessary to update the status of the license. If Client fails to provide the required evidence of licensing, Logically may, at its option, either (i) suspend the Services that were to include such software until the evidence is provided, (ii) provide the Services in reliance on Logically's licensing agreement with the vendor, and charge you its standard fee for the use of the software until such time as the required evidence is provided, or (iii) suspend or terminate this Agreement.

If Client desires to exercise License Mobility through Software Assurance rights, Client must execute the Mobility Verification Form located at <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx> or at its successor site, and, then, submit the Form to Microsoft for verification within 10 days of Client's deployment of such Microsoft software. Licenses under the License Mobility through Software Assurance program must remain on Logically's shared servers within a single Data Center for no less than 90 days. Client may not reassign a particular license within 90 days of the last assignment.

Software Audit

Client must cooperate with Logically in the event that a Software Manufacturer requests Logically participation in an audit of the software services. Client agrees that Logically can provide the Software Manufacturer with:

- The number of Virtual Machine instances provided to Client by Logically
- The number of Client or user licenses
- A list of the Microsoft software products, which run in such Windows Virtual Machine instances
- All copies of Client's validated Microsoft Mobility Verification Forms

If Microsoft, or the Software Manufacturer determines that Client is non-compliant with the program requirements for License Mobility through Software Assurance and Client does not cure the non-compliance within a time period specified by Microsoft or the Software Manufacturer, then, Logically may terminate this Agreement, the provision of any or all Services to you, or both.

Client Representations and Warranties

Client must keep records relating to all use and distribution of all Software Publisher software licenses (the "Software License"). Client represents and warrants that Client has title to or has a license or the right to use or modify the Software License or right to permit Logically to use, access or modify any Software License that Client has requested Logically to use, access or modify as part of the Services. It is Client's responsibility to independently ensure that ALL Software Licenses in use by Client are properly licensed. Logically will not promote the use of, or knowingly support software which is not properly licensed by Client.

Right to verify compliance during a Software Audit

Logically has the right, at Client's expense, to verify compliance with the Software License terms. Client must promptly provide any information reasonably requested by Logically or any independent auditor retained by Logically in furtherance of the verification, including access to systems running the Software License and evidence of licenses for the Software License that Client uses. Client agrees to complete Logically's self-audit process, which Logically may request at any time.

Software Licensing Non-compliance

Assistance with software audits or Software Licensing compliance matters are billable at Logically's then current hourly rates. If the number of Software License deployments in Client's

environment exceeds the number of Software Licenses (“Excess Software License Deployments”) in any given month, Logically will invoice Client for Excess Software License Deployments at then current rates. Furthermore, if verification of the Logically audit reveals any unlicensed use of the Software License, at Client's own expense, Client must immediately order and purchase sufficient licenses to cover its use. Client agrees to pay Logically within ten (10) days of receipt of Logically's invoice.

Ongoing Verification Process

Logically will monitor Client's software usage regarding any Software Publisher on an ongoing basis to verify Client's compliance with the license terms for the Software License. Logically may engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the Logically self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Client's operations. Logically has the right to use software license tracking tools to provide the Services and to monitor Client's compliance with the terms of this Agreement. Even though Logically has the right to monitor Client's usage of software on an ongoing basis, Logically is not obligated to monitor Client's network for Software License compliance, Client is responsible for any outcomes and consequences for its own software usage and/or Software License compliance.

Client Cooperation

Client shall fully cooperate with Logically throughout the provision of the Services. Client shall not uninstall or interfere with the software licensing tracking tools used by Logically to administer the Service, and Client shall grant Logically all appropriate permissions and allow Logically the ability to implement configurations to allow the software tracking tools to function properly.

Microsoft Audit

Client acknowledges that Microsoft reserves the right to audit Client for any use of Microsoft Products.

Client Facility Installations

Logically may locate servers containing Software Products (“Servers”) on Client's premises (“Client Facility”) solely to provide the Software Products to Client, provided that the Servers remain under the day to day management and control of the Logically. Client shall identify all

Servers using the Software Products at Client's Facility. Client agrees not to install Software Products on Client Servers without the written permission of Logically. Client also agrees not to move or repurpose any Server without the written permission of Logically. Client acknowledges and agrees that Logically has the right to use software license tracking tools to provide the Services and to monitor Client's compliance with the terms of this Agreement. Upon request of Logically, Client will promptly identify the number of Servers located at each Client Facility and the Software Products installed on such Servers or allow Logically to identify the information onsite. Client shall not access, maintain, or otherwise use the Software Products in violation of this Agreement or any Software Publishers End User License Agreement. Client is responsible for all of its obligations under this Agreement regardless of the physical location of the Servers involved in providing the Service. Client will be responsible to the Software Publisher for any unauthorized installation, use, copying, access or distribution of the Products by Client.

Other Service Terms

The Software Products are licensed on Client Servers on a month-to-month basis under the applicable Software Publisher's licensing programs (e.g., Microsoft SPLA). All Software Products licensed and provided by Logically are not perpetual licenses, and the Software Product licenses are not owned by the Client. Only Client Servers listed in this Agreement or that are pursuant to an applicable Change Order are covered by the terms of this Agreement. Software Publisher licensing does not extend to any other Client Servers or devices that may be present on Client's network. Client's Server must remain under the day-to-day management of Logically to maintain Client's licensing status under this Agreement. Any Software Publisher license on Client Servers located at Client's onsite location shall be limited to the applicable Software Publisher licensing program (e.g., Microsoft Windows Server licensing only), and such Software Publisher licensing does not include licensing for any other products that may be present on Client's Server. Client understands and agrees it will be responsible for all Software Publisher licensing after any suspension and/or Termination date.

INDEMNITY

Client agrees to indemnify and hold Logically harmless against and from any and all liabilities and expenses (including without limitation reasonable attorney's fees and any surcharges, penalties, damages or other sums payable to a Software Publisher) which are incurred by Logically as a proximate result of, arise out of or relate to:

- Client's unauthorized manufacture, copying, reproduction, distribution, installation, access, modification or use of any Software Products (including without limitation any piracy or counterfeiting of software or other infringement of or interference with the Software Publisher's intellectual property rights),

- Client's failure to stop using, return or comply with other instructions concerning the Software Products following notice from the Software Publisher or Logically that the Software Products in question may be the subject of an infringement claim,
- Client's violation of Software Publisher's End User License Terms or any other Software Publisher's terms of use that Client has been made aware of or has reason to know of,
- Logically's use, access or modifications of any software that Client requested where such use, access or modification by Logically, as part of the Services, infringes any patent, copyright, trademark, trade secret or other intellectual property right,
- Client's use, access or modifications of any software that Client uses, accesses or modifies as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right, or
- Any claim related to any Software Products licensing and/or any Software Products licensing compliance.

Client agrees to pay any judgments or settlements based on any such claims related to its use of any Software Products. The parties recognize that the foregoing commitments are specifically intended to supplement and not supersede the terms of the Master Services Agreement.

IP ADDRESSES

Upon expiration or termination of the Agreement, Client must discontinue use of the Services and relinquish use of the IP addresses and server names assigned to it by Logically in connection with Services, including pointing the DNS for its domain name(s) away from Logically Services. Client agrees that Logically may, as it determines necessary, make modifications to DNS records and zones on Logically managed or operated DNS servers and services.

DOMAIN NAME REGISTRATION SERVICES

If Client registers, renews, or transfers a domain name through Logically, Logically will submit the request to its domain name services provider (the "Registrar") on Client's behalf. Logically's sole responsibility, in such situations, is to submit the request to the Registrar. Logically is not responsible for any errors, omissions, or failures of the Registrar. Client's use of domain name services is subject to the applicable legal terms of the Registrar. Client is responsible for closing any account with any prior reseller of or registrar for the requested domain name and Client is responsible for responding to any inquiries sent to Client by the Registrar.

ACCEPTABLE USE

Client will ensure that employees adhere to the following guidelines regarding use of all IT assets under management by Logically. Work to remediate problems caused by failure to follow these guidelines will be billable outside of this agreement at the sole discretion of Logically.

- a. Network users will not open emails or attachments from unknown or unexpected sources.
- b. All PCs, mobile devices, laptops, and workstations must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less.
- c. Unattended devices will be logged off or have a screen lock.
- d. All incoming media is to be scanned for viruses before being used.
- e. Any network user who suspects that his/her workstation has been infected by a virus must immediately turn off the workstation and call the Logically Service Desk.
- f. Employees will not install any software on any machine or make any changes to the configuration of a system without notifying Logically.
- g. Employees will not plug in or install any device onto the network without first notifying Logically.
- h. Client agrees that no critical files will be stored on any workstation unless the files are properly archived using a centrally managed backup solution, as Logically support personnel may need to re-image a workstation to remediate a problem and cannot guarantee the availability of the files following the remediation.

The following are prohibited:

- a. Password sharing among employees.
- b. Violating copyright law, including, but not limited to, illegally duplicating, or transmitting copyrighted pictures, music, video, and software.
- c. Use of the network to access pornography or gambling.
- d. Forwarding chain emails.
- e. Intentionally introducing malicious code, including, but not limited to, viruses, worms, Trojan horses, e-mail bombs, spyware, adware, and key loggers.
- f. Sending Spam via e-mail, text messages, pages, instant messages, voice mail, or other forms of electronic communication.
- g. Forging, misrepresenting, obscuring, suppressing, or replacing a user identity on any

electronic communication to mislead the recipient about the sender.

- h. Users may not distribute or send unlawful communications of any kind, including but not limited to cyber stalking, threats of violence, obscenity, child pornography, or other illegal communications as defined by law.

TERMINATION/SUSPENSION

This termination section supersedes the termination section of the Master Services Agreement. Subject to the terms herein, the term of this Agreement shall be three (3) years from the date of execution by both parties. Thereafter, this Agreement shall renew on an annual basis (successive 1-year terms) unless either party provides written notice of non-renewal at least 30 days prior to the end of the existing term. In the event of early termination (before the end of the three-year term or during a renewal term), the Client there will pay fifty percent (50%) of the remaining balance, calculated by multiplying the monthly fee by the number of months remaining in the current term under the Agreement.

Generally, Logically may suspend and/or terminate Client's right to access or use any portion, or all of the Cloud Services, immediately upon notice if Logically determines Client's use of, or registration for, the Service Offerings: (i) poses a security risk to the Service Offerings or any third party; (ii) may adversely impact the Service Offerings or the systems or Content of any other customer; (iii) may subject Logically, Logically's affiliates, or any third party to liability; or (iv) may be fraudulent or otherwise constitute a violation of prevailing laws.

If Logically suspends and/or terminates Client's right to access or use any portion, or all, of the Service Offerings: (a) Client shall remain responsible for all fees and charges Client has incurred through the date of suspension and/or termination; (b) Client shall remain responsible for any applicable fees and charges for any Service Offerings to which Client continues to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension; (c) Client will not be entitled to any service credits (or any offsets) for any period of suspension; and (d) Logically will not be obligated to erase any of Client's content as a result of the suspension, except as may be specified elsewhere in this Agreement.

DISASTER DECLARATION

The Cloud Services data centers have connectivity provided by multiple providers with automatic failover capabilities. The data centers have full physical security, including security cameras and key card access. The network is secured with high-end redundant, automatic failover firewalls. Fire suppression, automatic backup power, and environmental control are provided.



Upon the Client's declaration of a disaster, an authorized representative of Client must contact Logically immediately. Upon receipt of declaration, Logically will begin the process to restore the Client's servers from the latest backup in less than four (4) hours. Logically will notify customer when access is available, and the data environment is restored. *All work to restore Client's application environment to its normal operating state is outside the scope of this offering and will be billed as a separate project.* Use of shared resources may be exclusive at times, but remains subject to the possible need for shared or allocated use with other affected subscribers. Client agrees to cooperate with Logically and all other affected subscribers or affiliates of Logically as reasonably required under the circumstances.

Logically will make reports available to Customer upon request indicating resources which are allocated to Company for Cloud Services.

ENTIRE UNDERSTANDING

This Agreement states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

Other than as stated herein, the Agreement may be modified only by a formal document signed by both parties.

PARTIES IN INTEREST

Client may not assign this Agreement or any rights or obligations under this Agreement without the prior written consent of Logically. Logically may, in its discretion, assign this Agreement or any rights or obligations under this Agreement to an affiliate or subsidiary. This Agreement shall bind, benefit, and be enforceable by and against both parties and their respective successors and permitted assigns. No third party shall be considered a beneficiary of this Agreement or entitled to any rights under this Agreement.

This Agreement shall be governed and construed in accordance with the laws of the State of Maine, exclusive, however, of such State's rules respecting the choice of law. The Parties hereby agree that any suit, action, or proceeding arising out of, or based upon, any claim arising under or relating to this Agreement shall be instituted in the courts of the State of Maine sitting in the City of Portland, Maine and/or the United States District Court for the District of Maine, and irrevocably agree that all actions or proceedings arising under or relating to this Agreement, or

any agreement or instrument executed hereunder, shall be litigated in such courts, and each Party hereby waives any objection to the personal or subject matter jurisdiction of such courts or to the laying of venue of such suit, action, or proceeding therein. In any action brought relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs from the other party. A determination that any term of this Agreement is invalid or unenforceable shall not affect the other terms of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. The relationship between the parties created by this Agreement is that of independent contractors, and not partners, joint venturers or agents. Except as otherwise specifically set forth herein, this Agreement may not be modified, terminated, rescinded, discharged, or canceled, nor may any provision be waived without the prior written consent of the party or parties against whom such modification, termination, rescission, discharge, cancellation, or waiver is or may be asserted. No delay or omission by any party to exercise any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver of any provision of this Agreement on any occasion shall not constitute a waiver of such provision on any succeeding occasion. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or .PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or .PDF shall be deemed to be their original signatures for all purposes.