



FIDORUM, LLC
SERVICES TERMS AND CONDITIONS

These SERVICES TERMS AND CONDITIONS (the “Terms and Conditions”) are entered into by and between Fidorum, LLC (“Fidorum”) and the Customer identified (“Customer”) in the Services Agreement.

The entire agreement between the parties shall consist of these Terms and Conditions, the Services Agreement, any exhibits attached thereto and any additional or future statements of work which may be executed by the parties. In the event of a conflict between these Terms and Conditions and any Services Agreement(s) and/or exhibits, the parties agree the terms of these Terms and Conditions Contract shall prevail.

1. Definitions.

1.1. “Services” shall mean any services performed by Fidorum as specified in the Services Agreement signed by the Parties.

1.2. “Work Product” shall mean all tangible and intangible results and items arising out of the Services delivered to Customer by Fidorum under these Terms and Conditions, together with all derivative works and all related intellectual property rights.

2. Services.

2.1. Performance.

Fidorum shall use commercially reasonable efforts to perform the Services in accordance with the Statement of Work which is part and parcel of the Services Agreement executed by both parties (each a “Statement of Work”). The parties may execute additional or future Statements of Work which may become part and parcel of the original Services Agreement if agreed to by the parties. Fidorum shall perform the Services as described in the Statement of Work and as requested by the Customer. Customer acknowledges that Fidorum's performance is dependent in large part upon Customer's assistance and performance of its prerequisite obligations set forth in the Statement of Work. Accordingly, any dates or time periods relevant to Fidorum's performance will be equitably extended automatically to account for any delays due to failure of Customer to complete any of its prerequisite obligations or to provide such assistance, or due to changes requested by Customer.

2.2. Changes.

Changes to any Statement of Work or the Services to be performed thereunder shall become effective only when the parties execute a written change order. Such executed written change order shall be



deemed incorporated into the original Service Agreement between the parties. The Customer agrees that, for the sake of convenience, Fidorum has the right to obtain electronic mail consent to any change orders. The Customer's affirmative response to such electronic mail shall constitute written consent to the requested change order.

2.3. Additional Statements of Work.

If Customer desires to engage Fidorum for additional services that are not included in the initial Statement of Work, the parties shall in good faith negotiate additional Statements of Work, subject to the availability of Fidorum personnel and resources. Upon execution by both parties, each additional Statement of Work shall be deemed a part of the original Services Agreement. Fidorum shall only be obligated to provide Services set forth in an executed Statement of Work. Accommodations may be made by Fidorum to assist the Customer with certain projects or tasks; however, these are only to be considered accommodations for convenience purposes and do not create an obligation to perform any such services unless the Services are set forth in an executed Statement of Work.

2.4. Nature of Relationship.

Fidorum's relationship with Customer will be that of an independent contractor providing consulting services. Nothing in these Terms and Conditions shall be construed to create a partnership, joint venture, principal-agent or employer-employee relationship.

3. Fees and Payments.

3.1. Fees.

Customer agrees to pay Fidorum all fees for Services performed under the applicable Statement of Work (the "Fees"). Fidorum's current fee structure shall be set forth in the Services Agreement. Customer agrees that Fidorum shall have the right to increase their Fees on January 1 of each year or on the anniversary of the Services Agreement, provided such increases do not exceed the greater of 5% or the corresponding percentage increase in US CPI. The Customer recognizes that the increase in fees will adjust the fee structure in the Statement of Work as the estimated amount of work will remain the same but the rate for such work will increase. Customer agrees that such increases are acceptable.

3.2. Expenses.

Customer shall reimburse Fidorum for travel and out-of-pocket expenses incurred in performing the Services as provided in this Section. Fidorum has a Professional Services travel expense policy ("Policy") that is comprehensive and meets IRS regulations. Under this Policy each member of the team submits an expense report, which is approved by the immediate supervisor and reviewed by Fidorum's financial group for adherence to the Policy. The Policy requires receipts for all expenses above



\$25 from its employees for any reimbursable travel and/or out-of-pocket expenses. Fidorum will bill Customer for such travel and out-of-pocket expenses incurred by its staff assigned to the project.

3.3. Payment Terms.

Payment shall be made by Customer within thirty (30) days after date of the invoice (unless otherwise stated on SERVICES AGREEMENT), provided, however, that if Customer disputes any part of an invoice, Customer must notify Fidorum in writing within 15 days of the date of the invoice and shall pay the undisputed amount. To constitute notification hereunder, Customer must include the Invoice number, Invoice date, the specific amount that is disputed and a summary of the basis for such dispute to invoicequestion@Fidorum.com. Customer's failure to dispute an invoice or any part of an invoice in writing within 15 days of date of the invoice will be conclusive proof that the invoice is accepted in its entirety. Customer agrees that they waive their rights, if any future legal dispute should arise, to challenge invoices which were not disputed in accordance with the process detailed herein. Any late payment shall be subject to any costs of collection (including reasonable legal fees and costs) and shall bear interest at the rate of 1.5% per month, or the maximum legal interest rate, until paid. Fidorum may also provide periodic Status Reports (electronically and/or on paper) to Customer summarizing work status, hours worked, and/or general information on the status of the work being performed. Customer's failure to dispute a Status Report or any part of a Status Report in writing within 5 days of receipt of the Status Report will be conclusive proof that the work is accepted and approved. Customer further agrees that they waive their rights, if any future legal dispute should arise, to challenge the quality, scope or nature of the work discussed in any Status Report which was not disputed in accordance with the process detailed herein.

3.4. Taxes.

All fees are exclusive of, and Customer is responsible for, all applicable federal, state, or local sales, use, excise, export or other applicable taxes, except for taxes on the net income of Fidorum. Fidorum may add any such taxes to the applicable invoice. Customer agrees that it shall be their responsibility to seek a refund of any sales or use taxes collected by Fidorum which Customer believes to be in excess of what is owed. Customer agrees that they are not permitted to refuse to pay taxes included in any invoice for work performed.

4. Intellectual Property Rights.

4.1. Ownership.

Customer recognizes that certain preexisting software functions, algorithms, code, navigational schema, and other elements owned by Fidorum ("Fidorum's Preexisting Intellectual Property") may constitute a portion of any deliverables, Work Product and/or software developed under these Terms and Conditions. Fidorum recognizes that certain preexisting copyrightable materials (such as Customer logos, Customer trademarks, Customer trade dress, and other Customer-provided material) may constitute a



portion of any deliverables, Work Product and/or software developed under these Terms and Conditions. No ownership of such material is granted to or assumed by Fidorum under these Terms and Conditions; however, Customer hereby grants Fidorum a nonexclusive, royalty-free, worldwide license to use such material solely for use in preparing the deliverables, Work Product and/or software developed under these Terms and Conditions.

Fidorum retains worldwide ownership of its rights to all source code, patents and patent rights, copyrights, trade secret rights, trademark rights, and other intellectual property and proprietary rights embodied in any deliverables and/or software developed, if any, under these Terms and Conditions. Fidorum hereby grants to Customer a nonexclusive, nontransferable, worldwide license in perpetuity to reproduce, distribute, perform, and display (publicly or otherwise) deliverables and/or software developed under these Terms and Conditions. Such license shall remain in effect during all periods of time where Customer is current with payment of fees and expenses, as provided under Section 3.1, to Fidorum. If the Customer is in violation of Section 3.3, Fidorum, in its sole and absolute discretion, has the right to suspend or revoke the granted license herein. Customer agrees that it shall not have the right to demand the transfer of the licensed material until full and final payment has been made of all invoices. Upon full and final payment of each monthly invoice for fees and expenses to Fidorum, as determined in the sole good faith discretion of Fidorum, Customer shall assume ownership of all source code, patents and patent rights, copyrights, trade secret rights, trademark rights, and other intellectual property and proprietary right embodied in any deliverables and/or software developed, if any, under these Terms and Conditions. After full and final payment of all outstanding invoices for fees and services, upon the request of the Customer, Fidorum shall transfer full and final ownership of any deliverables and/or software developed, if any, under these Terms and Conditions to the Customer via a quitclaim assignment document.

Customer hereby grants Fidorum the right to affix upon the bottom of each webpage, if applicable, a small logo with corresponding text regarding authorship of such website.

Customer hereby grants Fidorum the right to display all approved work product throughout the project on Fidorum's website(s) as "featured work."

4.2. Restrictions.

Customer shall not (and shall not allow any third party to) (a) decompile, disassemble, or otherwise reverse engineer the deliverables and/or software developed, if any, under these Terms and Conditions, (b) remove, alter or obscure any product identification, copyright or other notices contained within or on the deliverables and/or software developed, if any, under these Terms and Conditions, or (c) modify, adapt or create a derivative work of any part of any deliverables and/or software developed, if any, under these Terms and Conditions. This section shall not be applicable if the Customer has made full and final payment of all fees and Fidorum has transferred ownership of the deliverables and/or software developed as provided for under Section 4.1

5. Term and Termination.



5.1. Term.

The term of the Agreement shall commence on the Effective Date and shall remain in effect until completion of each Statement of Work issued hereunder, unless terminated earlier as provided herein.

5.2. Termination for Default.

5.2.1 Events of Default.

The following events shall constitute “*Events of Default*,” and the occurrence of any one (1) or more of such Events of Default shall constitute a material breach of these Terms and Conditions and/or the applicable Statement of Work that shall afford a party, as applicable, the rights and remedies set forth in this Article:

(a) In the case of Fidorum, Fidorum's failure to achieve the applicable Statement of Work, provided that such failure is not due to: (i) the occurrence of a Force Majeure Event; (ii) a delay by Customer; or (iii) Customer's failure, for any reason other than a Fidorum-caused delay, to perform or provide, as applicable, any interdependent material, provided that such failure previously was identified by Fidorum in writing;

(b) In the case of Fidorum, Fidorum's material breach of any representation set forth in these Terms and Conditions or in any Statement of Work, provided that: (i) in the case of the representations and warranties, Fidorum has failed to provide to Customer acceptable written plan to cure such breach within a reasonable time frame, following receipt of written notice of such breach; or (ii) in the case of any other representation set forth in these Terms and Conditions, if any, such breach is not cured within thirty (30) calendar days, or if the breach reasonably cannot be cured within thirty (30) calendar days, Fidorum has failed to provide to Customer an acceptable written plan to cure such breach within such thirty (30) calendar day period, in each case following receipt of written notice of such breach;

(c) In the case of either party, such party's failure to perform any other material obligation under these Terms and Conditions or any Statement of Work that is not cured within thirty (30) calendar days following receipt of written notice of such failure;

(d) In the case of Fidorum or Customer, the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against Fidorum or Customer under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States (or any state thereof), if such proceedings have not been dismissed or discharged within sixty (60) calendar days after they are instituted; the insolvency or making of an assignment for the benefit of creditors or the admittance by Fidorum or Customer of any involuntary debts as they mature; the institution of any reorganization arrangement or other readjustment of debt plan of Fidorum or Customer not involving the United States Bankruptcy Code; or



(e) In the case of Fidorum or Customer, Fidorum or Customer makes an assignment of all or substantially all of its assets for the benefit of creditors, or Fidorum or Customer's management or board of directors takes any corporate action by in furtherance of the above Action.

5.2.2. Rights and Remedies of Fidorum Upon Default of Customer.

Upon the occurrence of an Event of Default by or with respect to Customer, Fidorum shall be entitled to:

(a) Full and final payment of all outstanding invoices as of the date of the uncured material breach and Fidorum is further entitled to fully or partially terminate these Terms and Conditions and/or the affected Statement of Work;

(b) If any Event of Default is based on Customer's uncured material breach of its obligation as set forth in Section 3 above, Fidorum, in addition to its other rights, shall be entitled to terminate Customer's license rights, if any, herein. Customer agrees that timely payment to Fidorum is a material term of and consideration for the Terms and Conditions and Services Agreement, and that the Customer's failure to make timely payment as agreed will constitute an Event of Default. In the event payment for Services and/or Work Product has not been made within thirty (30) days from the date of the invoice, Fidorum may, and without penalty or liability of any nature, and without waiving any claim against Customer, suspend all Services and/or Work Product. Upon receipt of payment in full for Services and/or Work Product, plus interest, late fees and any expense of collection incurred by Fidorum, including reasonable attorney's fees and costs, Fidorum will resume and continue with the Services and/or Work Product. All deadlines for Fidorum's performance will be extended for a period of time equal to the delay in Fidorum's receipt of payment and the length of Customer's default. Payment of all compensation due Fidorum is a condition precedent to Customer using any of the Services or Work Product under these Terms and Conditions and Services Agreement; and/or

(c) Any other additional remedies that may be set forth in a Statement of Work, which shall not be deemed to conflict with the remedies set forth herein.

5.2.3. Rights and Remedies of Customer Upon Default of Fidorum.

Upon the occurrence of an Event of Default by or with respect to Fidorum, Customer shall be entitled to:

(a) fully or partially terminate these Terms and Conditions and/or the affected Statement of Works; and/or

(b) obtain a refund of any pre-paid but unearned fees (Customer shall not be entitled to a refund of any previously paid and earned fees. Earned fees shall be determined based upon the agreed



upon hourly rate then in effect and the total number of hours expended by Fidorum prior to the date of notice from Customer of the full or partial termination of these Terms and Conditions and/or the affected Statement of Work); and/or

(c) any other additional remedies that may be set forth in a Statement of Work.

5.3. Effect of Termination.

In the event of termination of these Terms and Conditions, any amounts owed to Fidorum under these Terms and Conditions before such termination will be immediately due and payable. Sections 1, 3, 4.1, 4.2 (unless termination is for Customer's breach), 6, 7, 8.2, and 9 through 11 shall survive termination of these Terms and Conditions.

6. Personnel.

Customer agrees that during the course of these Terms and Conditions and for a period of two (2) years thereafter, Customer will not, directly or indirectly: (a) interfere with, disrupt or attempt to disrupt the employment relationship, contracted or otherwise, between Fidorum and any of its employees; or (b) Solicit, hire, contract with, consult, joint venture, partner (in any corporate, partnership or limited liability structure) entice or induce any person who is or at any time after the Effective Date hereof an employee or contractor of Fidorum, whether such employee or contractor worked on Customer's project or not. This prohibition extends to any company, firm or entity that the former employee or contractor may hold an ownership interest in. Customer acknowledges that damages alone would not be an adequate remedy for the breach of this prohibition. Accordingly, without prejudice to any other rights and remedies it may have, Fidorum shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any breach of any of this provision.

In furtherance of Fidorum's rights, Customer agrees that if it breaches this prohibition as detailed herein, the Customer agrees to pay Fidorum liquidated damages in an amount equal to twelve (12) months of the employee's or independent contractor's total gross compensation. These damages shall be calculated in a trailing twelve (12) month fashion from the date that the employee or independent contractor ceased their relationship with Fidorum as a result of Customer's violation of this Section.

Customer further agrees that if Fidorum is required to commence any legal action with regard to enforcement of its equitable rights or liquidated damages rights, as detailed herein, that Fidorum shall be entitled to recover all costs associated therewith in additional damages, including, but not limited to all reasonable attorney fees and costs.

7. Confidential Information.



7.1. Protection of Confidential Information.

Each party (“Receiving Party”) agrees to keep confidential and not disclose or use except in performance of its obligations under these Terms and Conditions, information related to the other party's (“Disclosing Party”) technology, finances or business that the Receiving Party learns or obtains in connection with these Terms and Conditions (“Confidential Information”). Neither party shall disclose the terms of these Terms and Conditions to any third party without the prior written consent of the other party, except as required by law or in connection with a merger or financing transaction.

Disclosure of the terms of these Terms and Conditions, including, but not limited to, the Scope of Work or Services Agreement, may constitute, at the election of Fidorum, a default under Section 5.2 of the Terms and Conditions. Each party shall use reasonable precautions to protect the other's Confidential Information and employ at least those precautions that such party employs to protect its own confidential or proprietary information.

7.2. Exceptions.

Confidential Information shall not include information the Receiving Party can document (a) is in or enters (through no improper action or inaction by the Receiving Party or any affiliate, agent or employee) the public domain, or (b) was rightfully in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by another person without restriction, or (d) was independently developed by it by persons without access to such information and without use of any Confidential Information of the Disclosing Party.

7.3. Required Disclosures.

Each party, with prior written notice to the Disclosing Party, may disclose such Confidential Information to the minimum extent it is required to be disclosed pursuant to the lawful requirement or request of a governmental entity or agency (including a court order or subpoena), provided that reasonable measures are taken to seek appropriate confidential treatment or a protective order, or to assist the other party to do so.

7.4. Covenant of Non-Disparagement; Injunctive Relief.

The parties agree that each will not make, at any time or place, any disparaging remarks, verbally or in writing, concerning any of the other party's actions or perceived omissions, regarding any matter connected with these Terms and Conditions or otherwise take any action that would disparage or cast doubt upon the business acumen or judgment of the other party. Each party understands and acknowledges that the other party's business and reputation are of special, unique, and extraordinary character, which gives them a particular value, the loss of which cannot reasonably be compensated in damages in an action at law. Accordingly, each party further agrees that in addition to any other rights or remedies that any other party may possess at law, any aggrieved party will be entitled to injunctive and



other equitable relief in order to prevent or remedy a breach of the provisions of this Section by the other party.

8. Representations and Warranties.

8.1. Fidorum hereby represents to Customer that the Services shall be performed in a professional and workmanlike manner consistent with industry practices.

8.2. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, THE SERVICES AND WORK PRODUCT ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY, AND CUSTOMER'S USE OF THE FOREGOING IS SOLELY AT CUSTOMER'S OWN RISK. Fidorum does not warrant that the Services or Work Product will meet Customer's requirements or that the Services or Work Product will be error-free. To the fullest extent permissible under applicable law, Fidorum disclaims all representations and warranties, express and implied, concerning or related to these Terms and Conditions, including, but not limited to, any warranties of merchantability, fitness for a particular purpose.

9. Limitations of Liability; Disclaimers; Indemnity.

9.1. IN NO EVENT SHALL FIDORUM BE LIABLE FOR ANY FORM OF DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO PUNITIVE DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU, THE CUSTOMER, OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (WHETHER UNDER A THEORY OF NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), ARISING FROM ANY AND ALL SERVICES PROVIDED BY FIDORUM TO CUSTOMER, WHETHER OR NOT THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL FIDORUM EVER BE LIABLE TO CUSTOMER IN AN AMOUNT THAT EXCEEDS THE ACTUAL FEES PAID BY CUSTOMER TO FIDORUM FOR THE SERVICES OR WORK PRODUCT GIVING RISE TO THE CLAIM UNDER THE APPLICABLE STATEMENT OF WORK OR THE LAST INVOICE AMOUNT, WHICHEVER IS LESS.

9.2. Each party to these Terms and Conditions waives the right to a jury trial with respect to any claims related to or arising out of these Terms and Conditions.

9.3. Customer shall defend, indemnify, and hold Fidorum harmless from and against any and all costs (including reasonable legal fees and costs), expenses, claims, damages, losses, actions and judgements which any or all of them suffer as a direct result of any third party claim related to any Service or product developed by Fidorum under the Agreement by Fidorum or its subcontractor, or any portion thereof,



including, but not limited to claims that such service or product developed infringes upon the intellectual property rights of any third party.

9.4. Indemnification under this clause is contingent on Customer being notified promptly of such action, claim, suit or proceeding in writing and being given authority, control and full and proper information and assistance (at Customer's cost) in the defense and settlement of such action, claim, suit or proceeding.

9.5. If Customer's products, custom software, or other software, content, data or other materials provided by or on behalf of Customer under this Agreement become, or in Customer's reasonable good faith opinion are likely to become the subject of such a claim of infringement, Customer may at its option and expense: (1) within a commercially reasonable period of time secure for Fidorum the right to continue using the allegedly infringing items; (2) within a commercially reasonable period of time replace or modify the allegedly infringing items to make them non-infringing; (3) litigate with the alleged infringer, and/or (4) terminate this Agreement with respect to such infringing item only, without prejudice to any rights Fidorum may have under.

9.6. Fidorum has no obligation to Customer under this indemnity in connection with any claim or allegation to the extent resulting directly from: (i) the negligent use of the product developed hereunder by Fidorum or its subcontractor, other software developed by Fidorum or its subcontractor hereunder, content or data provided by or on behalf of Fidorum hereunder; or (ii) the use of the product developed by Fidorum or its subcontractor, other software developed by Fidorum or its subcontractor hereunder, content, or data provided hereunder by or on behalf of Fidorum other than in accordance with this Agreement and the documentation, manuals or other written instructions or specifications provided by or on behalf of Fidorum; or (iii) modifications or alterations to any of the Custom Software developed by Fidorum or its subcontractor, other software developed by Fidorum or its subcontractor hereunder, content or data provided by or on behalf of Fidorum which are made other than by Fidorum or its subcontractors; or (iv) Customer's or Customer Customer's failure to use corrections or enhancements made available by or on behalf of Fidorum; or (v) Customer's or Customer Customer's use of the product developed by or on behalf of Fidorum, content or data provided by or on behalf of Fidorum in combination with any product or information not owned or developed or provided by Fidorum or any third party (other than Customer) on behalf of Fidorum; or (vi) Customer's or Customer Customer's distribution, marketing or use for the benefit of third parties (other than by using in the normal course marketing material(s) provided by or on behalf of Fidorum and/or otherwise as specifically allowed under this Agreement) of the product developed hereunder by Fidorum or its subcontractor, other software developed by Fidorum or its subcontractor hereunder, content or data provided hereunder by on or behalf of Fidorum; or (vii) information, data, hardware, software or other materials provided hereunder by Customer, Customer Group or Customer's Customer or any third party on behalf of Customer or Customer's Customer; or (viii) software developed by Customer or a third party on behalf of Customer hereunder.

9.7. In no event shall Fidorum be liable for any claims by the Customer related to any failure of the Customer's website, in part or entirety, to be deemed compliant with any website accessibility



requirements under the then current version of the Americans with Disabilities Act. Further, Customer agrees to defend, indemnify, and hold Fidorum harmless from any and all claims made by any third-party related to any website accessibility requirements of the Customer's website, whether in part or entirety, under the Americans with Disabilities Act. Such indemnity and hold harmless shall operate to the same force and effect as established elsewhere in this Agreement. Fidorum shall only possess responsibility and potential liability for a claim by the Customer regarding website accessibility under the Americans with Disabilities Act, if Fidorum has been hired for the specific purpose of providing consultative services to the Customer for this specific scope of work. The Customer shall ensure that the scope of work entered into between the Customer and Fidorum precisely specifies all expectations of Fidorum regarding the nature of any and all website accessibility services expected to be performed by Fidorum related to Customer's website, either in part or entirety. If there is not a specific scope of work for website accessibility under the Americans with Disabilities Act signed by Fidorum and Customer, then Fidorum shall, as stated above, bear no liability or responsibility related to any claim, by any person, related to website accessibility.

10. Force Majeure.

Fidorum shall not be liable to Customer or any other person for any delay or failure in the performance of these Terms and Conditions or for loss or damage of any nature whatsoever suffered by such party due to disruption or unavailability of communication facilities, utility or Internet service provider failure, acts of war, acts of vandalism, lightning, fire, strike, natural disaster, pandemic, endemic, or any other causes beyond Fidorum's reasonable control.

11. Other Important Terms.

11.1. Entire Agreement.

These Terms and Conditions, together with the Services Agreement and any Exhibits thereto and any Statements of Work executed in accordance therewith, constitutes the entire agreement of the parties, and supersedes any and all previous agreements with respect to the subject matter hereof, whether oral or written. Customer agrees that it shall not rely upon matters discussed in contemplation of the engagement of Fidorum to provide the expected work. It is the responsibility of the Customer to confirm that the Services Agreement and any Exhibits thereto and any Statements of Work fairly and accurately reflects the services expected to be performed by Fidorum for the Customer's benefit. The execution of the Services Agreement signifies the Customer's acknowledgement that the Scope of Work and all Terms and Conditions are to their liking and that they expect the same to be fully enforced. From time to time Fidorum will update these Terms and Services. Fidorum shall notify the Customer at the most recent email address on file with Fidorum of such update. Such notice shall reasonably inform Customer as to where they can locate the new Terms and Conditions. Customer shall have seven (7) days to notify Fidorum whether they object to being bound by the new Terms and Conditions. If they fail to notify Fidorum within those seven (7) days then they shall have been deemed to have agreed to the new



Terms and Conditions. If they object within those seven (7) days then they shall remain bound by the Terms and Conditions that existed at the time of the execution of their original Services Agreement with Fidorum.

11.2. Severability; Waiver.

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect any other provision of these Terms and Conditions, and the remaining provisions shall continue with the same effect as if such unenforceable or invalid provision had not been included in these Terms and Conditions. Except as otherwise expressly provided herein, any provision of these Terms and Conditions may be amended and the observance of any provision of these Terms and Conditions may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of the party against whom such modification or waiver will be enforced.

11.3. Binding Nature; Assignment.

These Terms and Conditions shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. These Terms and Conditions may not be assigned by Customer without Fidorum's prior written consent, such consent not to be unreasonably withheld. Fidorum may assign, delegate and/or subcontract any or all of its rights or obligations hereunder.

11.4. Notices.

All notices and consents required or permitted to be given under these Terms and Conditions shall be in writing to the parties at the addresses designated herein or to such other address as either party may designate to the other by written notice, and shall be effective upon receipt. Written notice shall be made by personal delivery or sent by nationally recognized overnight commercial courier service to the other party.

11.5. Governing Law.

These Terms and Conditions shall be governed by and construed under the laws of the State of Tennessee without regard to conflicts of laws provisions thereof. The exclusive venue for actions, including any mediation, related to the subject matter hereof shall be in a locality or court of competent jurisdiction in Nashville, Davidson County, Tennessee, and both parties consent to the jurisdiction of such courts. In any action or proceeding to enforce rights under these Terms and Conditions, if Fidorum is successful it shall be entitled to recover all costs and reasonable attorney's fees incurred therein.

11.6. Counterparts.

These Terms and Conditions may be executed in two counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one contract.



11.7. Dispute Resolution.

Dispute Resolution. It is the objective of the parties to establish procedures to facilitate the informal and inexpensive resolution of any and all disputes by mutual cooperation and without resort to litigation. To accomplish this objective, the parties agree to follow the procedures set forth below if a dispute arises:

- a) If a dispute arises from or relates to these Terms and Conditions or the breach thereof, and if the dispute cannot be settled through direct, good faith discussions, the parties agree to endeavor first to settle the dispute by and through mediation. The parties agree that they are not permitted to file an action without completing mediation.
- b) The place of mediation shall be Nashville, Tennessee.
- c) If the parties cannot settle the dispute(s) by and through mediation, the venue of any action deemed necessary by either party hereto and in construction, interpretation or enforcement of these Terms and Conditions shall be a court of competent jurisdiction in Nashville, Davidson County, Tennessee.