



Louisiana BidSync Vendor Pay Agreement

MASTER SAAS AND SERVICES AGREEMENT

This Master SaaS and Services Agreement (this "**Agreement**") is entered into by and between **Periscope Holdings, Inc.**, a Delaware corporation ("**Periscope**") with a place of business at 5000 Plaza on the Lake, Suite 100, Austin, TX 78746, and the Louisiana Vendor Pay Customer Agency ("**Customer**"). Periscope and Customer are sometimes referred to jointly as the "parties" or singularly as a "party."

RECITALS

WHEREAS, Customer desires to obtain access to the Services with respect to certain of its information technology needs; and Periscope wishes to provide the Services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES

1.1 Purpose. This Agreement sets forth the terms and conditions under which Periscope agrees to provide (i) certain hosted "software as a service" ("**Subscription Services**") for certain software applications as the same may be updated, revised and replaced by Periscope in its discretion from time to time (each such application, including revised and updated applications, together with any applicable documentation thereto, and programming and user interfaces therefor, a "**Platform**") to Authorized Users, as further set forth on each order form ("**Order Form**") issued hereunder, in a form substantially similar to the form attached hereto as Exhibit A and (ii) all other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management ("**Professional Services**" together with Subscription Services, the "**Services**") related to Customer's access to, and use of, such Subscription Services and each Platform, as further set forth in the Service Level Agreement and on each statement of services ("**Statement of Work**") issued hereunder as an exhibit, in a form substantially similar to the form attached hereto (Order Forms and Statements of Professional Services are sometimes referred to jointly as a "**Statement of Services**").

1.2 The Services: Access and Use License. Subject to the terms and conditions of this Agreement, during the Term, Periscope shall use commercially reasonable efforts to provide (i) Customer and Authorized Users access to each Platform, and (ii) Customer the Professional Services. Subject to the terms and conditions of this Agreement, during the Term, Periscope hereby grants Customer and Authorized Users a non-exclusive, non-sublicensable, non-transferable, worldwide license to access and use each Platform, solely for internal business purposes as set forth herein.

1.3 Subscription Services. Each applicable Order Form shall specify and further describe the Subscription Services to be provided in accordance with the representations and warranties set forth herein, and shall identify, each applicable Platform, user limitations, fees, subscription term and other applicable terms and conditions.

1.4 Professional Services. Each applicable Statement of Work shall specify and further describe the Professional Services to be provided in accordance with the representations and warranties set forth herein, and may, but need not, include, the Professional Services offered, limitations, milestones, fees, term and other applicable terms and conditions.

1.5 Changes to Platform. Periscope may, in its sole discretion, make any changes, updates and revisions to any Platform for any reason, including but not limited to (i) maintain or enhance (a) the quality or delivery of Periscope's products or services to its customers, (b) the competitive strength of, or market for, Periscope's products or services, or (c) such Platform's cost efficiency or performance, (ii) replace older versions of any Platform and its components with newer versions, or (iii) comply with applicable law.

2. PLATFORM ACCESS AND AUTHORIZED USER

2.1 Administrative Users. During the configuration and set-up process for each Platform, Customer will identify an administrative user name and password for Customer's Periscope account. Periscope reserves the right to refuse registration of or cancel user names and passwords it deems inappropriate.

2.2 Authorized Users. Customer may allow such number of Customer's employees and/or independent contractors as is indicated on an Order Form to use the applicable Platform on behalf of Customer as "**Customer Users**." Additionally, if

applicable to a Platform, Customer may allow such number of designees ("**Vendor Users**" and together with Customer Users, "**Authorized Users**") and, subject to Periscope's then-current Vendor Terms of Use, of its vendors ("**Vendors**") as is indicated on an Order Form, and their personnel, to access each Platform in connection with such Vendor's activity with Customer through such Platform. Authorized User subscriptions are for designated Authorized Users and cannot be shared or used by more than one Authorized User but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the applicable Platform.

2.3 Authorized User Conditions to Use. As a condition to access and use of a Platform, (i) each Authorized User shall agree to abide by the terms of Periscope's end-user terms of use which it may adopt from time to time, (ii) Customer Users shall agree to abide by the terms of this Agreement, or a subset hereof, and (iii) Vendor Users shall agree to abide by the terms of the then-current Periscope Vendor Terms of Service applicable to such Platform, and, in each case, Customer shall ensure such compliance. Customer shall immediately notify Periscope of any violation of the terms of any of the foregoing by any Authorized User upon becoming aware of such violation and shall be liable for any breach of the foregoing agreements by any Authorized User.

2.4 Account Responsibility. Customer will be responsible for (i) all uses of any account that Customer has access to, whether or not Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use, and (ii) securing its Periscope account, passwords (including but not limited to administrative and user passwords) and files. Periscope is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords.

3. ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

3.1 Software Restrictions. Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Platform or any software, documentation or data related to a Platform ("**Software**"); (ii) modify, translate, or create derivative works based on a Platform or any Software; (iii) use a Platform or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any Software or a Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform. For the avoidance of doubt, Software and the Services, including all user-visible aspects of the Services, are the Confidential Information of Periscope, and Customer will comply with Section 4 with respect thereto.

3.2 Customer Compliance. Customer shall use, and will ensure that all Authorized Users use, each Platform, Software, and the Services in full compliance with this Agreement, Periscope's end-user terms of use and all applicable laws and regulations. Customer represents and warrants that it (i) has accessed and reviewed any terms of use or other policies relating to a Platform provided by Periscope, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. Periscope may suspend Customer's account and access to each Platform and performance of the Services at any time and without notice if Periscope believes that Customer is in violation of this Agreement. Although Periscope has no obligation to monitor Customer's use of a Platform, Periscope may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

3.3 Cooperation. Customer shall provide all cooperation and assistance as Periscope may reasonably request to enable Periscope to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing Periscope with such access to Customer's premises and its information technology infrastructure as is necessary for Periscope to perform the Services in accordance with this Agreement.

3.4 Training and Education. Customer shall use commercially reasonable efforts to cause Customer Users to be, at all times, educated and trained in the proper use and operation each Platform such Customer Users utilize, and to ensure that each Platform is used in accordance with applicable manuals, instructions, specifications and documentation provided by Periscope from time to time.

3.5 Customer Systems. Customer shall be responsible for obtaining and maintaining-both the functionality and security of-any equipment and ancillary services needed to connect to, access or otherwise use each Platform, including modems, hardware, servers, software, operating systems, networking, web servers and the like.

3.6 Restrictions on Export. Customer may not remove or export from the United States or allow the export or re-export of the Software or anything related to a Platform, Software or Services, or any direct product thereof in violation of any restrictions, laws or regulations of any United States or foreign agency or authority.

3.7 DFARS. Software, each Platform and the Services and any documentation provided by Periscope are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to Defense Federal Acquisition Regulation Supplement, codified under Chapter 2 of Title 48, United States Code of Federal Regulations, Section 227.7202, and Federal Acquisition Regulation, codified in Title 48 of the United States Code of Federal Regulations, Section 12.12. Any use, modification, reproduction, release, performance, display, or disclosure of the Software or documentation by the United States Government is governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.

4. CONFIDENTIALITY

4.1 Confidential Information. Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has been, and may be, exposed to or acquired business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Confidential Information**"). Confidential Information of Periscope includes non-public information regarding features, functionality and performance of each Platform and Software. Confidential Information of Customer includes non-public data provided by Customer to Periscope to enable the provision of access to, and use of, the Services as well as all content, data and information recorded and stored by each Platform for Customer ("**Customer Data**"), but explicitly excludes Vendor Information (defined below). The terms and conditions of this Agreement, including all pricing and related metrics, are Periscope's Confidential Information.

4.2 Exceptions. Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can document (i) is or becomes generally available to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

4.3 Non-use and Non-disclosure. With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

4.4 Compelled Disclosure. Notwithstanding Section 4.3 the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such Confidential Information, in whole or in part.

4.5 Remedies for Breach of Obligation of Confidentiality. The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

5. PROPRIETARY RIGHTS

5.1 Ownership. Customer shall own all right, title and interest in and to the Customer Data. Periscope shall own and retain all right, title and interest in and to (i) each Platform, Software and the Services and all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with the Services, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, "Services IP"). To the extent Customer acquires any right, title or interest in any Services IP, Customer hereby assigns all of its right, title and interest in such Services IP to Periscope.

5.2 Customer Data and Vendor Information License. Customer hereby grants to Periscope a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use and otherwise exploit (i) Customer Data to provide the Services to Customer hereunder and as necessary or useful to monitor and improve a Platform, Software and the Services, both during and after the Term, and (ii) Vendor Information for any lawful purpose. "**Vendor Information**" means any Vendor list or Vendor contact information that is provided to Periscope by Customer or uploaded to any Platform by or on behalf of Customer. For the avoidance of doubt, Periscope may use, reproduce and disclose Platform-, Software- and Services-related information, data and material that is anonymized, de-identified, or otherwise rendered not reasonably associated or linked to Customer or any other identifiable individual person or entity for product improvement and other lawful purposes, all of which information, data and material will be owned by Periscope. It is Customer's sole responsibility to back-up Customer Data during the Term, and Customer acknowledges that it will not have access to Customer Data through Periscope or any Platform following the expiration or termination of this Agreement.

5.3 No Other Rights. No rights or licenses are granted except as expressly set forth herein.

6. FEES & PAYMENT

6.1 Fees. Customer will pay Periscope, the then-applicable fees, if any, described in an Order Form or Statement of Work, as applicable, in accordance with the terms set forth therein ("**Fees**"), including, for the avoidance of doubt, any fees incurred through Customer's use of a Platform exceeding a services capacity parameter specified on an Order Form.

6.2 Reimbursable Expenses. In addition to the Fees, if applicable, Customer shall reimburse Periscope for reasonable out-of-pocket expenses incurred by Periscope in connection with performing the Professional Services.

6.3 Payment. For services outside of basic platform subscription, Periscope may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Periscope thirty (30) days after the mailing date of the invoice (unless otherwise specified on the applicable Order Form). Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. In addition to any other remedies available, Periscope may suspend Services in the event of payment delinquency.

6.4 Payment Disputes. If Customer believes that Periscope has billed Customer incorrectly, Customer must contact Periscope no later than thirty (30) days after the closing date on the first billing statement in which the believed error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Periscope's customer support department or the applicable Account Manager.

6.5 Taxes. Customer shall pay, and shall be liable for, all taxes relating to Periscope's provision of the Services hereunder. Periscope shall pay, and shall be liable for, taxes based on its net income or capital.

6.6 No Deductions or Setoffs. All amounts payable to Periscope hereunder shall be paid by Customer to Periscope in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

6.7 Subpoena Expenses. If Periscope has to provide information in response to a subpoena related to Customer's account, then Periscope may charge Customer for Periscope's costs. Such charges may include fees for attorney and employee time spent retrieving records, preparing documents and participating in depositions or other legal process as well as other costs incurred in complying with such legal processes.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall remain in effect until its termination as provided below (the "**Term**"). The term of each Statement of Services shall begin on the applicable "Services Effective Date" and continue for the "Service Term," in each case as specified in such Statement of Services. Each Order Form shall renew for additional (i) one (1) year periods if the Service Term is equal to or greater than one (1) year, or (ii) periods equal to the Service Term if the Service Term is less than one (1) year (each, a "**Renewal Term**"), unless written notice of non-renewal is received by the other party at least sixty (60) days, but not less than thirty (30) days, prior to the expiration of the then current term.

7.2 Termination. Either party may terminate this Agreement at any time for convenience upon thirty (30) days written notice to the other party.

7.3 Effect of Termination. Upon termination of the Agreement, each outstanding Statement of Services, if any, shall terminate and Customer shall immediately cease all use of, and all access to, the Subscription Services and Periscope shall immediately cease providing the Professional Services.

7.4 Survival. Sections' [3.1, 4-6, 7.2, 7.4, and 9-17] shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

8. WARRANTY AND DISCLAIMER

8.1 Warranties. Periscope represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, Customer warrants that (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by a Platform and the Services; (ii) the provision and use of Customer Data as contemplated by this Agreement and each Platform and the Services does not and shall not violate any Customer's privacy policy, terms-of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to; and (iii) no Customer

Data will include social security numbers or other government-issued identification numbers, financial account numbers, credit card or debit card numbers, credit report information or other personal financial information, health or medical information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act and the Gramm-Leach-Bliley Act.

8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, PERISCOPE DOES NOT WARRANT THAT ACCESS TO THE PLATFORMS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES PERISCOPE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. FURTHER, PERISCOPE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY

TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A PLATFORM, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN PERISCOPE AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE PLATFORMS, SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND PERISCOPE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNITY

9.1 Indemnification by Periscope. Periscope will defend Customer against any claim, suit, demand, or action made or brought against Customer by a third party alleging that the Services, or Customer's use or access thereof in accordance with this Agreement, infringes any intellectual property rights of such third party, and will indemnify and hold harmless Customer from any damages, losses, liabilities, costs and fees (including reasonable attorney's fees) finally awarded against Customer in connection with or in settlement of any such claim, suit, demand, or action. The foregoing obligations do not apply with respect to portions or components of any Platform or Service (i) not supplied by Periscope, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery, or granting of access, by Periscope, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, a Platform is held by a court of competent jurisdiction to be or is believed by Periscope to be infringing, Periscope may, at its option and expense (a) replace or modify such Platform to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using such Platform, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for such Platform. This Section states Customer's sole and exclusive remedies for claims of infringement.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL (I) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY CUSTOMER AND VENDORS HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed in all respects by the laws of the State of Texas, without giving effect to its rules relating to conflict of laws. Neither any adoption of the Uniform Computer Information Transactions Act nor the U.N. Convention on the International Sale of Goods applies to this Agreement or to the rights or duties of the parties under this Agreement. Any dispute arising out of or relating to this Agreement, or its subject matter, shall be resolved exclusively by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"). Either party may send a notice to the other party of its intention to file a case with the AAA under this Section ("**Arbitration Notice**"). The arbitration will be conducted in Austin, Texas by a single arbitrator knowledgeable in government contracting matters and the commercial aspects of "software as a service" arrangements and intellectual property. The parties will mutually appoint an arbitrator within thirty (30) days of the Arbitration Notice. If the parties are unable to agree on an arbitrator, then the AAA will appoint an arbitrator who meets the foregoing knowledge requirements. The arbitration hearing will commence within sixty (60) days after the appointment of the arbitrator and the hearing will be completed and an award rendered in writing within sixty (60) days after the commencement of the hearing. Prior to the hearing, each party will have the right to take up to four (4) evidentiary depositions, and exchange two (2) sets of document production requests and two sets, each, of not more than ten (10) interrogatories. The arbitrator will provide detailed written explanations to the parties to support their award and regardless of outcome, each party shall pay its own costs and expenses (including attorneys' fees) associated with the arbitration proceeding and fifty percent (50%) of the fees of the arbitrator and the AAA. The arbitration award will be final and binding and may be enforced in any court of competent jurisdiction.

12. SECURITY

Periscope may, from time to time, host and/or maintain a Platform using a third-party technology service provider and Customer acknowledges that Periscope cannot offer any additional or modified procedures other than those put in place by such technology provider with respect to such technology service.

13. PUBLICITY

Customer agrees that Periscope may identify Customer as a customer and use Customer's logo and trademark in Periscope's promotional materials. Customer may request that Periscope stop doing so by submitting an email to marketing@periscopeholdings.com at any time. Customer acknowledges that it may take Periscope up to 30 days to process such request. Notwithstanding anything herein to the contrary, Customer acknowledges that Periscope may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing and to third parties for purposes of due diligence.

14. NOTICES

All notices, consents, and other communications between the parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed according to information provided on the Order Form.

All notices, consents and other communications between the parties under a Statement of Services will be sent to the recipient's address specified thereon. All communications will be deemed to have been received on the date actually received. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

15. FORCE MAJEURE

Periscope is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any Authorized User.

16. ASSIGNMENT

Neither party may assign this Agreement to any third party without the prior written consent of the other; provided that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, sale of assets or similar transaction. Periscope may sublicense any or all of its obligations hereunder. For the avoidance of doubt, a third-party technology provider that provides features or functionality in connection with a Platform shall not be deemed a sublicensee under this Agreement.

17. GENERAL PROVISIONS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement, together with Statement of Services entered into hereunder and all exhibits, annexes and addenda hereto and thereto is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party has authority of any kind to bind the other party in any respect whatsoever. In the event of a conflict between this Agreement and any Statement of Services, such Statement of Services shall prevail unless otherwise expressly indicated in this Agreement or such Statement of Services. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph of this Agreement; (ii) the words "include," "includes" or "including" are deemed to be followed by the words "without limitation;" (iii) references to a "Section" or "Exhibit" are references to a section of, or exhibit to this Agreement; and (iv) derivative forms of defined terms will have correlative meanings.