

TERMS AND CONDITIONS

These Terms and Conditions are a part of the agreement (the “Agreement”), entered into as of the Effective Date, by and between NterNow and Client, as evidenced by the parties’ execution and delivery of the Order Form attached as the cover page hereto.

1.

DEFINITIONS

Capitalized terms used in the Agreement shall have the meanings provided in this Section 1.

“Agreement” means, collectively, the Order Form and these Terms and Conditions, together with any schedules and exhibits attached thereto, entered into as of the Effective Date, by and between NterNow and Client, as may be amended, supplemented, modified or replaced from time to time.

“Authorized User” means the individuals (including contractors and employees) authorized by Client to access the Account on Client’s behalf who have been supplied user identifications and passwords by Client and have agreed to these Terms and Conditions.

“Client Data” means any and all data, metadata, data elements, identifiers, data models, data structures, databases, information, files, documents, materials, content, libraries, software, firmware, code, scripts, algorithms, and any items similar to any of the foregoing, in each of the foregoing cases, collected, stored, cached, located or resident on or within, provided, transmitted, or displayed via the Services by Client, its contractors, agents or End Users, but excluding any data provided by NterNow as part of the Services.

“Client Equipment” means, collectively, the Devices and Client's computer hardware, cellphones, tablets and any other tangible equipment or property that Client utilizes to access the NterNow Platform.

“Device” means a smart lock (i) included on the list of NterNow supported devices located at <https://nternow.com/document-base/> (and any successor or related locations designated by NterNow), as such list may be updated by NterNow from time to time and (ii) registered to Client’s Account as set forth in the Documentation. NterNow reserves the right, in its reasonable discretion, to remove locks from its list of supported devices at any time.

“Documentation” means the user guides and admin guides for the Services located at <https://nternow.com/document-base/> (and any successor or related locations designated by NterNow), as such user guides and admin guides may be updated by NterNow from time to time.

“End User” means any person that directly or indirectly through another person accesses or uses the Services, including without limitation Authorized Users and Client’s employees, agents, service providers, customers and prospective customers.

“Host Property” means a property listed for sale or for rent by Client or on behalf of Client.

“Intellectual Property” means all concepts, inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, publicity rights, names, likenesses, know-how, ideas (whether or not protected under trade secret laws) and all other subject matter protected under patent (or which is not patented, but is subject matter that is protected under patent law), copyright, mask work, trademark, trade secret, or other laws, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world, for all

media now known or later developed, including all new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, processes and methods of doing business.

“Maximum Activated Devices” means, as of any given time, the number of Activated Devices on the NterNow Platform at such time. For the avoidance of doubt, Maximum Activated Devices shall not include any Devices which (i) are registered to Client’s Account but not activated or (ii) were previously activated but are no longer activated.

“NterNow IP Usage Policy” means the NterNow Intellectual Property Usage Policy located at <https://nternow.com/document-base/> (and any successor or related locations designated by NterNow), as may be updated by NterNow from time to time.

“NterNow Marks” means the trademarks, service marks, names and/or logos made available by NterNow as provided in the Agreement. A list of the NterNow Marks is located at <https://nternow.com/document-base/> (and any successor or related locations designated by NterNow), as may be updated by NterNow from time to time.

“NterNow Materials” means any materials bearing the NterNow Marks provided for use by Client as provided in the Agreement. A list of the NterNow Materials is located at <https://nternow.com/document-base/> (and any successor or related locations designated by NterNow), as may be updated by NterNow from time to time.

“NterNow Privacy Policy” means the NterNow Privacy Policy located at <https://nternow.com/document-base/> (and any successor or related locations designated by NterNow), as may be updated by NterNow from time to time.

“Order Form” means the order form attached as the cover page of the Agreement and executed by the parties hereto. In the event of a Service Upgrade, “Order Form” means the applicable Upgrade Order Form.

“Subscription Level” means, collectively, the tiers of subscription access to the NterNow Platform as described in the Order Form.

“Upgrade Order Form” means an order form for an upgrade of Services as provided in Section 2.4 and substantially in the form as the Order Form attached as the cover page to the Agreement.

2.

SUBSCRIPTION FOR SERVICES

2.1. Order Form(s): Subscription for Services

Client’s subscription for the Services will be covered by one or more Order Forms agreed upon by the parties. Each Order Form will be in writing, signed by an authorized representative of each party and will constitute part of the Agreement.

2.2. Account

(a) On the Effective Date (or as soon as commercially practicable thereafter), NterNow shall provide Client access to register an account on the NterNow Platform (the “Account”) via electronic transmission, which shall constitute delivery for purposes of the Agreement.

Acceptance shall be deemed to occur, without any further action by either party, upon Client completing registration of its Account.

(b) Client agrees to provide NterNow with accurate, complete and updated information for the Account. Client is solely responsible for any activity on the Account and for maintaining the confidentiality and security of Client's password. NterNow is not liable for any acts or omissions by Client in connection with its Account.

(c) Client may add one or more Authorized Users to its Account as set forth in the Documentation. Client will be responsible for (i) providing and safeguarding access to the Account for Authorized Users, (ii) its Authorized Users' compliance with these Terms and Conditions and the Documentation, (iii) the accuracy, quality and compliance with applicable law with respect to Client Data, (iv) Client's use of Client Data and (v) any breach of the Agreement (including any liability arising therefrom) by any Authorized User.

2.3. Activated Devices

(a) To utilize the Services, Client shall activate a Device on the NterNow Platform as provided in the Documentation (each, an "Activated Device"). Client's subscription includes Services for a number of Activated Devices up to the Maximum Activated Devices.

(b) Client may transfer Services from Activated Devices to other Devices; provided that, Client shall first deactivate Services on an Activated Device prior to transferring such Services to a non-Activated Device.

(c) Client may elect to subscribe to Services for additional Activated Devices through its Account. Fees for each additional Activated Device shall be assessed on a monthly basis and payable as provided in Section 3.1(b).

(d) Client shall be responsible for the procurement, installation and maintenance, at its own expense, of all Devices and other Client Equipment. Nothing herein shall be construed to require NterNow to bear any responsibility with respect to any Client Equipment or any liability or damages to any End User or other person (whether arising in contract, tort or otherwise) caused by Client Equipment.

2.4. Upgrade of Services

Client may upgrade the Services at any time by notifying NterNow, whereby the parties will execute an Order Form for upgraded Services ("Upgrade Order Form"). The terms of such Upgrade Order Form shall replace and supersede the initial Order Form, and the Agreement shall be deemed modified to the extent necessary to give effect to such Upgrade Order Form, including, without limitation, any reference in the Agreement to "Order Form," "Services," "Effective Date," and any fees, as applicable; provided that, Client shall remain responsible for any amounts due but unpaid immediately prior to the effective date of such Upgrade Order Form.

2.5. Access to NterNow Platform

(a) NterNow shall use commercially reasonable efforts (i) to minimize any disruption, inaccessibility and/or inoperability (collectively, "Downtime") on the NterNow Platform, (ii) in the case of any scheduled Downtime, if applicable, to provide advance notice to Client, and (iii) in the case of any unscheduled Downtime, to notify Client as soon as practicable upon NterNow becoming aware of such Downtime, and to provide Client with status updates on anticipated system recovery. Subject to the foregoing sentence, NterNow will use commercially reasonable

efforts to make the Services accessible to Client twenty-four (24) hours a day, seven (7) days a week.

(b) In the event of any breach of security relating to Client Data, NterNow shall notify Client of such breach as soon as practicable. Immediately following such notification to Client of a security breach, the parties shall coordinate with each other to investigate the security breach in accordance with NterNow's standard policies and procedures.

2.6. Use of Marks

(a) NterNow Marks. Client (i) may incorporate the NterNow Marks in Client's marketing, advertising, and promotional materials and (ii) shall use commercially reasonable efforts to promote NterNow and the NterNow Platform in Client's digital media, in each case as expressly provided in this Section 2.6(a). Pursuant to the foregoing sentence, NterNow hereby grants Client a limited, non-exclusive, non-transferable, royalty-free license during the Term to use the NterNow Marks solely for the purposes described in this clause and in accordance with the NterNow IP Usage Policy. All right, title, and interest in and to the NterNow Marks, and all goodwill associated with the use of the NterNow Marks, is and shall remain solely owned by NterNow. Notwithstanding the foregoing, NterNow may (in its sole discretion) revoke the foregoing grant of license at any time upon notice to Client.

(b) Client Marks. NterNow may incorporate Client's trademarks and service marks (collectively, the "Client Marks") in NterNow's marketing, advertising, and promotional materials for the sole purpose of promoting NterNow and the NterNow Platform. Pursuant to the foregoing sentence, Client hereby grants to NterNow a limited, non-exclusive, non-transferable, royalty-free license during the Term to use the Client Marks as expressly provided in this Section 2.6(b). All right, title, and interest in and to the Client Marks, and all goodwill associated with the use of the Client Marks, is and shall remain solely owned by Client. Notwithstanding the foregoing, Client may (in its sole discretion) revoke the foregoing grant of license at any time upon notice to NterNow.

2.7. NterNow Materials

(a) Upon Client's request, NterNow shall, at its own expense, furnish an NterNow front-door decal to Client for each Host Property. Client may purchase other NterNow Materials for an additional fee payable as provided in Section 3.1(c).

(b) Client shall use the NterNow Materials in accordance with the NterNow IP Usage Policy.

2.8. Client Data

(a) Client hereby acknowledges, agrees and consents to the fact that NterNow, in connection with the provision of the Services, will access, collect, use, process, adapt, store, transfer and delete Client Data in accordance with NterNow Privacy Policy. Client further acknowledges that NterNow may engage third party service providers in connection with the Services, including, without limitation, the operation, maintenance, hosting and security of the Services.

(b) Client acknowledges and agrees that NterNow and its third party service providers, in connection with the provision of the Services, may access, use, gather, process, transfer and store Client Data in the United States.

(c) Client hereby acknowledges and agrees that NterNow has the right to make anonymized data based on or derived from Client Data and combine the anonymized data with that of other users of the Services in a way that does not identify Client or any individual person, and to use

such anonymized aggregate data, both during the Term and after termination of the Agreement, for any purpose, including, without limitation:

- (i) providing, maintaining, supporting and improving the Services;
- (ii) conducting analytical research, compiling statistical reports, whitepapers and performance tracking;
- (iii) developing and/or improving other NterNow services and products; and
- (iv) sharing such anonymized aggregate data with NterNow's affiliates, agents or other third parties including for general marketing purposes.

2.9. Ownership and Reservation of Rights

(a) Except as expressly provided in the Agreement, NterNow shall have and retain all right, title and interest in and to (i) the NterNow Platform, (ii) all modifications to and derivative works of the NterNow Platform; (iii) the NterNow Marks and the NterNow Materials and (iv) any and all Intellectual Property embodied in the foregoing. NterNow reserves all rights not expressly granted in the Agreement, and no licenses are granted by NterNow to Client under the Agreement, whether by implication, estoppel or otherwise.

(b) Client shall not, nor shall it authorize any other person to, (i) use the Services other than in accordance with the Agreement, (ii) reverse engineer, decompile or disassemble or otherwise attempt to discover the source code of the NterNow Platform, (iii) grant any rights in, transfer, time-share or otherwise assign to any third party the Services or any of Client's rights therein, or (iv) create any derivative works based on any of the Intellectual Property included in the Services or any other Confidential Information of NterNow.

(c) Subject to Section 2.8, Client retains all rights to Client Data. Client may authorize NterNow to share any Client Data, at Client's own expense, to any third party designated by Client in accordance with applicable law. NterNow shall have no liability to Client, any End User, or any other person for sharing Client Data as provided in the preceding sentence.

2.10. Compliance with Applicable Law

Notwithstanding anything to the contrary in this Agreement, NterNow may take any action necessary (as determined in the reasonable discretion of NterNow) to comply with applicable data privacy laws, including, without limitation, limiting, withdrawing or denying access to the Account or the Services to any End User and amending or modifying the Agreement.

3.

FEES; PAYMENT

3.1. Fees

(a) Subscription Fees shall be payable in advance on a quarterly basis on the first day of January, April, July and October for each calendar year during the Term.

(b) Fees for any (i) additional Activated Device(s), (ii) NterNow Materials, and (iii) other amounts due from Client as provided in the Agreement, shall be payable within 30 days upon receipt of an invoice from NterNow with respect to such amounts. Any such amounts shall be net of transferring, processing and other third-party payment provider fees.

3.2. Partial Service Periods

(a) For any Partial Service Period (as defined below), Subscription Fees shall be prorated based on the total number of days elapsed during such Partial Service Period and shall be due and payable within 30 days upon receipt of an invoice from NterNow.

(b) For the purposes hereof, (i) "Service Period" means a calendar quarter and (ii) "Partial Service Period" means a Service Period during which the applicable Services were rendered for a period representing less than all of the calendar days in such Service Period.

3.3. Taxes

Client will pay any and all sales, use, excise, import, export, value added or similar taxes and all government permit or license fees, and all customs, duty, tariff and similar fees levied upon the Services under the Agreement.

3.4. Service Charge for Late Payments

Any amounts due and unpaid following 30 days of the applicable payment date shall be subject to a service charge in an amount equal to the greater of (i) \$25 and (ii) a rate of 5% *per annum* of such due and unpaid amount.

4.

TERM; TERMINATION

4.1. Term

The Agreement shall be in effect for the Term (as set forth in the Order Form).

4.2. Default; Termination

(a) Upon a party's material breach of the Agreement, the non-breaching party may provide notice of default to such party. If the breaching party fails to cure such breach within thirty (30) days following receipt of such notice, then the Agreement may be terminated by the non-breaching party at any time thereafter.

(b) Either party may terminate the Agreement upon delivery of written notice to the other party at least 30 days prior to the end of the Initial Term or then-current Renewal Term. Any such notice shall be effective upon the conclusion of the Initial Term or then-current Renewal Term, as the case may be.

4.3. Effect of Termination

Upon termination of the Agreement for any reason, (i) all undisputed fees (including taxes) owed by Client to NterNow will be due within 30 days following the end of the Term; (ii) Client will deactivate any Activated Devices and cease to use and delete the NterNow Platform from any other Client Equipment; and (iii) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party and any Confidential Information of the other party

that cannot be returned or destroyed will continue to be subject to the confidentiality obligations set forth in the Agreement.

5.

CLIENT REPRESENTATIONS AND WARRANTIES

Client represents and warrants that:

- (a) it is duly organized, in good standing and legally qualified to do business in the jurisdiction in which the Client is located (and has all required licenses, permits and other such items);
- (b) (i) it has full power and authority to enter into the Agreement; (ii) the execution of the Agreement has been duly authorized; and (iii) the execution of the Agreement and performance hereunder does not breach any other agreement to which it is bound;
- (c) it will use the Services (i) only for its internal business purposes and not for the purpose of resale, and (ii) in accordance with these Terms and Conditions, the Documentation and other supporting materials related to the Services that NterNow customarily provides to subscribers to the NterNow Platform;
- (d) it will operate and maintain the Devices and other Client Equipment used in connection with the Services in accordance with the Documentation and manufacturers' specifications, as applicable, and in a manner that does not result in personal injury to any End User or other person or damage to any Host Property or personal property located therein;
- (e) it will comply with all laws and regulations applicable to its use of the Services, including, without limitation, providing an adequate privacy notice displayed to End Users and obtaining any required consents from End Users to allow Client's access, monitoring, use and disclosure of Client Data, in each case as provided in these Terms and Conditions or as otherwise required by applicable law; and
- (f) it will use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and will immediately notify NterNow of any such unauthorized access or use.

6.

NTERNOW REPRESENTATIONS AND WARRANTIES; DISCLAIMER

NterNow represents and warrants that:

- (a) it is duly organized, in good standing and legally qualified to do business in the jurisdiction in which the Client is located (and has all required licenses, permits and other such items); and
- (b) (i) it has full power and authority to enter into the Agreement (ii) the execution of the Agreement has been duly authorized; (iii) the execution of the Agreement and performance hereunder does not breach any other agreement to which it is bound; and (iv) it will comply with all laws and regulations applicable to its provision of the Services.
- (c) DISCLAIMER.

THE WARRANTIES EXPRESSED IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF, AND NTERNOW DISCLAIMS, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY/ SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, RELATING TO THE NTERNOW PLATFORM, THE SUBSCRIPTION, THE SERVICES, THE NTERNOW MATERIALS, AND ANY THIRD PARTY PRODUCTS OR SERVICES FURNISHED OR OTHERWISE PROVIDED FOR HEREUNDER.

7.

CONFIDENTIAL INFORMATION

7.1. Confidentiality

The Receiving Party will, during the term of the Agreement and for three years thereafter, maintain in confidence the Confidential Information of the Disclosing Party and will not use such Confidential Information except as expressly permitted herein. The Receiving Party will use the same degree of care in protecting the Disclosing Party's Confidential Information as the Receiving Party uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event less than reasonable care. Any Confidential Information of the Disclosing Party will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations under the Agreement. In addition, the Receiving Party: (i) will not reproduce Confidential Information disclosed by the Disclosing Party, in any form, except as required to accomplish the Receiving Party's obligations under the Agreement; and (ii) will only disclose Confidential Information disclosed by the Disclosing Party to its directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties under the Agreement and if such directors, officers, employees and/or consultants have executed a non-disclosure agreement with the Receiving Party with terms no less restrictive than the non-disclosure obligations contained in this Section 7.1. Confidential Information will not include information that: (a) is in or enters the public domain without breach of the Agreement through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; (d) the Receiving Party receives from a third Party without restriction on disclosure and without breach of a nondisclosure obligation, or (e) is required to be disclosed pursuant to a judicial or legislative order or proceeding; provided that, to the extent permitted by and practical under the circumstances, Receiving Party provides to Disclosing Party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure or if prior notice is not permitted or practical under the circumstances, prompt notice of such disclosure. The parties agree that damages may be an inadequate remedy in the event of a breach of this Section 7.1. Therefore, the parties agree that a Party is entitled, in addition to any other rights and remedies otherwise available, to seek injunctive and other equitable relief in the event of a breach or threatened breach of the other Party of this Section 7.1.

7.2. Confidential Information

For purposes of the Agreement, "Confidential Information" means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party (the "Disclosing Party") to the other party (the "Receiving Party") concerning or related to the Agreement or the Disclosing Party (whether before, on or after the Effective Date) that is clearly identified as Confidential Information at time of disclosure.

8.

LIMITATION ON LIABILITY

EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER IN RESPECT OF ALL CLAIMS (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT THAT IS THE SUBJECT OF THE CLAIM. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSES OF ANY KIND WHATEVER AND HOWEVER CAUSED, WHETHER ARISING UNDER CONTRACT, TORT, OR OTHERWISE, LOSS OF PRODUCTION, LOSS OF OR CORRUPTION OF DATA, LOSS OF PROFITS OR OF CONTRACTS, LOSS OF OPERATION TIME, LOSS OF GOODWILL, LOSS OF ANTICIPATED PROFITS OR ANTICIPATED SAVINGS. FOR PURPOSES OF THIS SECTION, LOSS INCLUDES A PARTIAL LOSS OR REDUCTION IN VALUE AS WELL AS A COMPLETE OR TOTAL LOSS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE FOLLOWING: (I) A BREACH OF A PARTY'S OBLIGATIONS RELATING TO INDEMNIFICATION, CONFIDENTIALITY, REPRESENTATIONS AND WARRANTIES AND INTELLECTUAL PROPERTY; (II) DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (III) CLIENT'S PAYMENT OBLIGATIONS; AND (IV) ANY CLAIMS BY CLIENT FOR FOR (A) DAMAGE TO ANY HOST PROPERTY OR ANY PERSONAL PROPERTY LOCATED THEREIN, OR (B) PERSONAL INJURY SUFFERED BY ANY PERSON ON OR AROUND ANY HOST PROPERTY.

9.

INDEMNIFICATION

Client shall indemnify, defend and hold harmless NterNow, and its directors, managers, officers, employees, agents, permitted subcontractors and assignees (each, an "Indemnified Party"), from and against any and all losses, claims, damages, liabilities, costs and expenses arising from third party claims resulting from (a) Client's or its Authorized Users' negligence, willful misconduct or breach of the Agreement, (b) the Client Data, and (c) damage to any Host Property or any personal property located therein, and any personal injury suffered by any person on or around any Host Property. Client's obligation to provide indemnification under the Agreement shall be contingent upon NterNow (i) providing Client with prompt written notice of any claim for which indemnification is sought, (ii) allowing Client to control the defense and settlement of such claim, provided however that Client agrees not to enter into any settlement or compromise of any claim or action in a manner that admits fault or imposes any restrictions or obligations on NterNow without the prior written consent of NterNow, which will not be unreasonably withheld, and (iii) cooperating fully with Client in connection with such defense and settlement.

10.

GENERAL PROVISIONS

10.1. Assignment

Neither party may assign any part of the Agreement without the written consent of the other party, which approval may not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, either party may assign the Agreement in its entirety to any purchaser of all or substantially all of its assets; provided, however, that the assigning party provides the other party with written notice of the assignment within 30 days after the date of the transaction giving rise to the assignment. Any

purported assignment of rights or delegation of performance in violation of this Section shall be void and have no effect.

10.2. Force Majeure

Neither party will be liable for failure or delay in performance to the extent caused by catastrophic weather conditions or other extraordinary elements of nature or acts of God; extraordinary acts of government, acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; epidemics, quarantines and embargoes; and similar circumstances beyond its reasonable control. Any such delay or failure will be remedied by such party as soon as reasonably possible. Upon the occurrence of a force majeure event, the party unable to perform will, if and as soon as possible, provide written notice to the other party indicating that a force majeure event occurred and detailing how such force majeure event impacts the performance of its obligations.

10.3. Relationship of Parties

The Agreement does not create any agency, partnership or joint venture between the parties.

10.4. No Waiver

Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

10.5. Severability

If any term (or part of a term) of the Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

10.6. No Third-Party Beneficiaries

the Agreement does not confer any benefits on any third party unless it expressly states that it does.

10.7. Governing Law

The laws of the State of Georgia, without reference to conflict of law rules, govern the Agreement and any dispute of any sort that might arise between the parties hereto.

10.8. Amendments

Except as expressly provided herein, any amendment must be in writing, signed by both parties, and expressly state that it is amending the Agreement.

10.9. Survival

The following Sections will survive expiration or termination of the Agreement: 2.8 (Client Data); 2.9 (Ownership and Reservation of Rights); 3 (Fees; Payment); 4.3 (Effect of Termination); 5 (Client Representations and Warranties); 6 (NterNow Representations and Warranties); 7 (Confidential Information), 8 (Limitation of Liability), 9 (Indemnification), and 10 (General Provisions).

10.10. Entire Agreement

The Order Form and these Terms and Conditions, together with any exhibits or schedules attached thereto, sets out all terms agreed between the parties and supersedes all other agreements

between the parties relating to its subject matter. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in these Terms and Conditions. Subject to the terms and conditions hereof, the terms located at a URL referenced in the Agreement are hereby incorporated by this reference.

10.11. Conflicting Terms

If there is a conflict among the documents that make up the Agreement, the documents will control in the following order: the Order Form, these Terms and Conditions, and the terms located at any URL.

10.12. Counterparts

The parties may execute the Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

10.13. Interpretation

All references in the Agreement to Sections will be deemed to be references to Sections of these Terms and Conditions, unless the context will otherwise require. The headings of the Sections are for convenience only and will not be deemed to affect, qualify, simplify, add to or subtract from the contents of the clauses which they reference. Any singular term in the Agreement will be deemed to include the plural, and any plural term the singular, and words denoting either gender will include both genders as the context requires. Where a word or phrase is defined in the Agreement, each of its other grammatical forms will have a corresponding meaning.

10.14. Dispute Resolution; Binding Arbitration

In the event of any dispute or claim arising out of or relating to the Agreement, the parties shall first attempt to resolve such dispute or claim through good faith negotiations for a period of not less than 10 days following notification of such dispute or claim to the other party. If such dispute or claim cannot be resolved by means of such negotiations during such period, then such dispute or claim shall be resolved by binding arbitration in Atlanta, Georgia before a single arbitrator of the American Arbitration Association (“AAA”). The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in Georgia. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator’s decision in any court of competent jurisdiction. The parties agree that, any provision of applicable law notwithstanding, they will not request and the arbitrator shall have no authority to award, punitive or exemplary damages against either party. The costs of the arbitration, including administrative and arbitrator’s fees, shall be shared equally by the parties. Each party shall bear the cost of its own attorneys’ fees and expert witness fees. Nothing in this Section shall preclude either party from seeking interim or provisional relief in the form of a temporary restraining order, preliminary injunction, or other interim relief concerning a dispute prior to or during an arbitration pursuant to this Section necessary to protect the interests of such party in accordance with the Agreement.

[End of Terms and Conditions]