



MAIN SERVICES AGREEMENT

THIS MAIN SERVICES AGREEMENT GOVERNS THE CUSTOMER'S USE AND ACQUISITION OF ALLI CONNECT SERVICES. CAPITALIZED TERMS ARE DEFINED IN THIS DOCUMENT.

THIS AGREEMENT ALSO APPLIES TO FREE TRIALS OR FREE SERVICES OFFERED BY ALLI CONNECT.

ACCEPTANCE OF THIS AGREEMENT, EITHER BY CLICKING AN ACCEPTANCE BOX, EXECUTING AN ORDER FORM REFERENCING IT, OR USING FREE SERVICES, SIGNIFIES THE CUSTOMER'S AGREEMENT TO THESE TERMS. IF SOMEONE ACCEPTS ON BEHALF OF AN ORGANIZATION, THEY CONFIRM THEY HAVE THE AUTHORITY TO BIND THE ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, WITH "CUSTOMER" REFERRING TO THAT ENTITY AND AFFILIATES. IF THE INDIVIDUAL LACKS THIS AUTHORITY OR DISAGREES WITH THESE TERMS, THEY MUST NOT ACCEPT THE AGREEMENT AND ARE PROHIBITED FROM USING THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Alli Connect's direct competitors are prohibited from accessing the Services, except with Alli Connect's prior written consent.

This Agreement was last updated on December 6, 2023. It is effective between Customer and Alli Connect as of the date of Customer's accepting this Agreement (the "Effective Date").

1. DEFINITIONS

- 1.1. **"Agreement"** means this Main Services Agreement.
- 1.2. **"Authorized Users"** means employees, agents, consultants, subcontractors, customers with a direct relationship with Customer, and end users of any of Customer's products and services relating to its clinical trials business.
- 1.3. **"Confidential Information"** means (a) the internal business, financial and marketing information of either party, (b) any software code and its technical documentation delivered to or made accessible to Customer hereunder; (c) the contractual terms (including, without limitation, the pricing and payment terms) set forth in this Agreement, and (d) any other material or information received from the other party and which is designated as "Confidential" or "Proprietary", or which, under the circumstances surrounding disclosure, ought to be recognized as the confidential or proprietary material of the disclosing party.
- 1.4. **"Customer"** means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.
- 1.5. **"Customer Data"** means all data, in whatever form, provided by Customer or its Authorized Users in connection with the Products or Services.
- 1.6. **"Documentation"** means the Product descriptions and User instruction for the Products that describe the operation and functionality of the Products. Documentation may be updated from time to time, provided that such updates do not materially reduce the functionality of the Products to customers in general.



- 1.7. **"Order Form"** means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Alli Connect, including any addenda and supplements thereto.
- 1.8. **"Products"** mean the software products provided to Customer hereunder as described in Exhibit A attached hereto.
- 1.9. **"Purchased Services"** means Services that Customer or Customer's Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.
- 1.10. **"Services"** means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer free of charge (as applicable) or under a free trial, and made available online by Alli Connect, including associated Alli Connect offline or mobile components, as described in the Documentation.
- 1.11. **"Travel Expenses"** means the expenses incurred as a result of Alli Connect travel to Customer location. This includes but is not limited to airfare, lodging, rental car, meals, and any other reasonable travel expenses.
- 1.12. **"User"** means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by Alli Connect without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, Alli Connect at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. **Alli Connect Responsibilities**

- 2.1. **Provision of Purchased Services.** Alli Connect commits to (a) Deliver Services and Content to the Customer as outlined in this Agreement, relevant Order Forms, and Documentation, (b) Offer standard support for the Purchased Services at no extra cost, with the option of enhanced support for an additional fee, (c) Strive to keep online Purchased Services up and running 24/7, except during planned maintenance (for which we'll give you a heads-up) or in case of events outside our control like natural disasters, government actions, internet outages, or security incidents, and (d) Ensure that our Services comply with general laws and regulations, independent of the Customer's specific use of the Services. This compliance is subject to the Customer and Users adhering to the terms of this Agreement, the Documentation, and any applicable Order Form.
- 2.2. **Professional Services.** Alli Connect will provide the Services described in the Order Form and any other mutually agreed Statement of Work or similar document. Alli Connect reserves the right to determine the method, details and means of performing the Services. Customer shall provide such resources, including personnel, as may be required in order for Alli Connect to perform the Services hereunder.
- 2.3. **Protection of Customer Data.** Alli Connect will uphold strong administrative, physical, and technical measures to secure and keep confidential the Customer Data, as detailed in the Documentation. These measures are designed to prevent unauthorized access or exposure of Customer Data, except by the Customer or its Users. Alli Connect takes your privacy seriously. Your data is yours, and we treat it with the utmost confidentiality. While we do use your data to spot trends and improve our services, we make sure it's completely anonymous. By analyzing this information, we're becoming better at understanding mental health needs over time. Our goal is to use these insights to make our support for mental health stronger and smarter, without ever losing sight of your privacy. At the conclusion of a subscription, Alli Connect reserves the right to retain or delete



Customer Data and will comply with all laws and regulations pertaining to the retention of this information.

- 2.4. **Alli Connect Personnel.** Alli Connect takes full responsibility for the performance and compliance of its personnel, including employees and contractors, in line with the obligations set in this Agreement, unless stated otherwise.

3. **USE OF SERVICE AND CONTENT**

- 3.1. **Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal and (b) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Alli Connect regarding future functionality or features.
- 3.2. **Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-Alli Connect Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Alli Connect promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms, and applicable laws and government regulations, and (e) comply with terms of service of any Non-Alli Connect Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in Alli Connect's judgment threatens the security, integrity or availability of Alli Connect's services, may result in Alli Connect's immediate suspension of the Services, however Alli Connect will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension. To aid in the implementation of a new Customer, Customer shall submit a roster of eligible members that Customer wishes for Alli Connect to provide Services to. Customer is solely responsible for updating the eligible list of members after the completion of Implementation.

4. **FEES AND PAYMENTS**

- 4.1. **Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Product and Service subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term. Customer shall reimburse Alli Connect for any third-party payment processing fees incurred by Alli Connect that are assessed by payment processing services. Alli Connect reserves the right to increase any or all pricing when pricing a new subscription term.
- 4.2. **Escalation.** At the end of a subscription term, and unless the requirements have been met for termination, all contracts auto-renew for a 12 month period and with a 7% increase in subscription cost. Unless otherwise specified on the Order Form, The increased fees resulting from the annual escalation shall be calculated by multiplying the original fees by the escalation percentage. The resulting amount shall be added to the current fees, thereby reflecting the escalated fees for the upcoming contract year. Both parties acknowledge and agree that this escalation clause is intended to account for inflationary factors and ensure the continued sustainability and effectiveness of the products and services provided.



- 4.3. **Invoicing and Payments.** Customer will provide Alli Connect with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Alli Connect. If Customer provides credit card information to Alli Connect, Customer authorizes Alli Connect to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Alli Connect will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Alli Connect and notifying Alli Connect of any changes to such information
- 4.4. **Disputed Charges.** Customer must notify Alli Connect in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, Customer shall be deemed to have agreed to the charges as invoiced after the expiration of such time period.
- 4.5. **Late Charges.** Alli Connect reserves the right to charge, and Customer agrees to pay a late charge equal to one and one-half percent (1.5%) per month, or the maximum amount permitted by law, whichever is less. If Customer's account is sixty (60) days or more overdue, then in addition to any of its other rights or remedies, Alli Connect shall have the right to suspend the Services without liability to Customer, until such amounts are paid in full.
- 4.6. **Taxes.** Unless otherwise stated, fees and charges hereunder do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to sales, use, value added or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Taxes do not include taxes which are based on Alli Connect's income, property or employees. Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If Alli Connect has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Alli Connect with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. **ADDITIONAL RESPONSIBILITIES OF THE PARTIES**

- 5.1. **Marketing Activities.** Customer will participate in the following activities:
- (i) Each party may use the other party's name and/or logo in promotional materials, subject to any format and use guidelines of the other party.
 - (ii) Alli Connect may publish a press release at any point after the Effective Date to announce the business relationship. Alli Connect may seek a quote from the customer to be used in this material.
 - (iii) Alli Connect may publish a case study, which may include a testimonial and/or video interview, addressing Customer's specific applications and highlighting expected or actual measurable results, subject to Customer's review and approval. The approved case study, or parts thereof, may be included in Alli Connect's marketing literature, published in other print and/or digital media, and/or used in various publicity campaigns, in Alli Connect's sole discretion.
 - (iv) Customer will serve as a reference for other potential customers of Alli Connect.



6. REPRESENTATION AND WARRANTIES

- 6.1. **Mutual Representations and Warranties.** Each party represents and warrants to the other that the execution and performance of this Agreement does not and shall not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations. Alli Connect further warrants that it has the rights to grant the subscription to Customer as set forth herein.
- 6.2. **Product Warranty.** Alli Connect warrants that the Products shall perform materially in accordance with the Product descriptions contained in this agreement. For any breach of this warranty, Customer's exclusive remedy shall be as provided in Section 9.2 (Termination for Breach) and Section 9.4 (Refund or Payment upon Termination). Alli Connect does not warrant that the Products or Services will be sufficient to meet Customer's requirements, or that the Products will operate error-free or without interruption. Alli Connect is not responsible for any delays, delivery failures, or any other loss or damage resulting from (i) the transfer of data over communications networks and facilities, including the Internet, and Customer acknowledges that the Products or Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; (ii) integration or combination of the Products or Services with any product or service not supplied by Alli Connect; (iii) use of the Products or Services other than for their intended purpose; or (iv) use of other than the current, unaltered release or version of the Products, in each case if the loss or damage would have been avoided in the absence of the circumstances specified in (i) through (iv) above.
- 6.3. **Services Warranty.** Alli Connect warrants that all Services provided under the Agreement shall be performed professionally, in a workmanlike manner and by personnel with appropriate skills and expertise. If Customer is dissatisfied at any point with the performance of Services, Customer shall promptly notify Alli Connect in writing. Upon receipt of such notice, Alli Connect shall meet with Customer to discuss the problem and, if applicable, will arrange for the performance to be raised to the warranted level, and for identifiable defects caused by prior substandard performance to be cured. This Section sets forth the sole and exclusive remedy if Customer believes the Services are inadequate or defective.
- 6.4. **No Other Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. CONFIDENTIAL INFORMATION.

Each party acknowledges and accepts the responsibility to maintain all Confidential Information of the other party in confidence and to prevent its unauthorized use or disclosure taking those measures the receiving party uses to protect its own similar confidential information and in any event, using no less than a reasonable degree of care. Without limiting the foregoing, each party agrees that it shall not publish, disclose or otherwise provide to any person (except employees and contractors of such party with a legitimate need to know and who are bound by legal or fiduciary obligations of confidentiality to the receiving party or have entered into a written agreement with the receiving party containing confidentiality provisions covering the Confidential Information that are at least as restrictive as those set forth in this Agreement, in which case such party shall be responsible for breach of this clause by the person who received the Confidential Information), or use for any purpose other than those purposes contemplated by this Agreement, any Confidential Information it receives hereunder; provided, however that neither party shall have an obligation to



protect Confidential Information received from the other when such information: (1) was in the receiving party's possession at the time it was received from the disclosing party; (2) is or becomes a matter of public knowledge through no wrongdoing of the receiving party; (3) is rightfully provided to the receiving party by a third party without restrictions of confidentiality; (4) is independently developed by the receiving party without breach of this Agreement; or (5) is required to be disclosed by the first party by operation of law in which event the receiving party shall provide the disclosing party with prompt written notice of such requirement and shall cooperate with the disclosing party in taking such steps as may be reasonably indicated to maintain the confidentiality of the information subject to disclosure. Each party acknowledges that violations of the terms hereof may cause the other immediate and irreparable damage for which monetary damages may be inadequate for which the other party is entitled to seek injunctive relief, without the requirement of posting a bond.

8. INDEMNIFICATION

- 8.1. **Indemnification by Alli Connect.** Alli Connect shall defend Customer, at Alli Connect's expense, against any claim, demand, suit, or proceeding by a third party (a "**Claim**") made or brought against Customer alleging that the use of the Products or Services as permitted hereunder infringes any intellectual property rights of a third party, and shall indemnify Customer for any damages, attorneys' fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court approved settlement of, a Claim. This obligation does not apply to infringement arising from: (a) integration or combination of the Products or Services with any product or service not supplied by Alli Connect; (b) use of the Products or Services other than for their intended purpose; (c) modification of the Products by any person or entity other than Alli Connect; or (d) use of other than the current, unaltered release or version of the Products, if the infringement would have been avoided in the absence of such integration, combination, modification or use. In the event of a Claim against Customer, or if Alli Connect reasonably believes the Products or Services may infringe upon third-party intellectual property rights, Alli Connect may, in its sole discretion and at no cost to Customer: (i) modify the Products or Services so that they no longer infringe, provided that such modified Products or Services offer at least equivalent functionality with no degradation in performance; (ii) obtain a license for Customer's continued use of the Products or Services in accordance with this Agreement; or, or (iii) terminate the affected subscription or Services upon thirty (30) days' written notice and refund to Customer any prepaid fees covering the remainder of the then current term after the effective date of termination.
- 8.2. **Indemnification by Customer.** Customer shall defend Alli Connect, at Customer's expense, against any Claim alleging that Customer Data used by Alli Connect as permitted under this Agreement or Customer's use of the Products or Services in breach of this Agreement infringes any intellectual property rights of a third party or violates applicable law, and shall indemnify Alli Connect for any damages, attorneys' fees and costs finally awarded against Alli Connect as a result of, or for any amounts paid by Alli Connect under a court-approved settlement of, a Claim.
- 8.3. **Indemnification Process.** The indemnified party shall: (a) promptly give the indemnifying party written notice of the Claim (provided, however, that the indemnified party's failure to give such notice will not relieve the indemnifying party of its indemnity obligations unless, and only to the extent that, the failure to give such notice materially prejudices the indemnifying party's ability to defend the Claim); (b) give the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle any Claim against the indemnified party unless the settlement unconditionally releases the indemnified party from all liability with



respect thereto); and (c) provide to the indemnifying party all reasonable assistance, at the indemnifying party's expense, in connection with the Claim.

9. LIMITATION OF LIABILITY

- 9.1. **Limitation of Liability.** EXCEPT FOR A PARTY'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION) OR ITS INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY'S LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR RELATING TO ANY SERVICE OR PRODUCT PROVIDED HEREUNDER SHALL EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO Alli Connect PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD PRECEDING THE APPLICABLE CLAIM.
- 9.2. **Exclusion of Consequential and Related Damages.** EXCEPT FOR A PARTY'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION) OR ITS INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUE, GOODWILL OR BUSINESS OPPORTUNITIES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. TERM AND TERMINATION

- 10.1. **Term of Agreement.** This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.
- 10.2. **Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one year terms, unless either party gives the other written notice (email acceptable) at least 60 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, all subscriptions auto-renew for a 12 month period and with a 7% increase in subscription cost. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.
- 10.3. **Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 10.4. **Refund or Payment Upon Termination.** If this Agreement is terminated by Customer in accordance with the "Termination" section above, Alli Connect will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Alli Connect in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve the Customer of its obligation to pay any fees payable to Alli Connect for the period prior to the effective date of termination.

11. OWNERSHIP

- 11.1. **Intellectual Property.** Customer acknowledges that Alli Connect and its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, data, and other intellectual property rights ("Intellectual Property Rights") in and to solutions



developed under this Agreement (including all components thereof), and Alli Connect expressly reserves all rights not expressly granted to Customer in this Agreement. Customer shall not knowingly engage in any act or omission that would impair Alli Connect's and/or its licensors' Intellectual Property Rights.

- 11.2. **Customer Data.** Except with respect to Operational Data (as defined below), Customer retains ownership of all right, title and interest in and to all Customer Data.
- 11.3. **Operational Data.** "Operational Data" includes key performance indicators, analysis, statistics, benchmarking and other similar operational information generated by the Services or derived from Customer's use of the Services, but expressly excluding PHI and third-party proprietary information or data. Alli Connect may anonymize and aggregate Operational Data, and use such Operational Data for its business and/or research purposes. Alli Connect shall own all right, title and interest in and to all Operational Data. If and to the extent that Customer may have intellectual property rights in any Operational Data, Customer hereby grants to Alli Connect a non-exclusive, non-transferable, fully paid-up license to use such Operational Data as described in this Section.
- 11.4. **Feedback.** Alli Connect shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer and/or its Authorized Users relating to the operation or functionality of the Services ("Feedback"). Customer shall have no obligation to provide Feedback.

12. GENERAL TERMS

- 12.1. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflict of laws principles. Customer agrees that any and all causes of action between the parties arising from or in relation to this Agreement shall be brought exclusively in the State and Federal courts located within the State of Delaware.
- 12.2. **Force Majeure.** Each party shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of such party. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
- 12.3. **Notices.** Except as otherwise specified, any notice required or permitted to be given under this Agreement will be sufficient if given in writing and: (a) personally delivered; (b) deposited for next day delivery with a nationally recognized overnight courier service; (c) deposited in the mail, prepaid and certified or registered with return receipt requested; or (d) sent by email with confirmation of receipt. Either party may change its address for notice by giving written notice in accordance with the terms of this Section. All notices shall be addressed as follows:

Alli Connect: Colleen Hilton
Alli Connect Inc,
6011 174th St Se, Snohomish, WA 98296
Attn: Billing
Email: billing@alliconnect.io

- 12.4. **Assignment.** Neither party may assign this Agreement or any right or obligation hereunder, directly, indirectly, by operation of law or otherwise, without the prior written consent of the other party



(which shall not be unreasonably withheld), except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of more than fifty percent (50%) of its assets. Any other assignment by either party shall be void and of no force or effect. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each party.

- 12.5. **Severability.** The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.
- 12.6. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between Alli Connect and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 12.7. **Miscellaneous.** The headings and captions in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part of this Agreement. When the context so requires, the masculine, feminine and neuter genders may be used interchangeably and the singular may include the plural and vice versa. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Electronic executions and deliveries shall have the full force and effect of original signatures.