General Terms and Conditions for Services

These terms and conditions for services (these "Terms") are the only terms that govern the provision of services by Reading Glass Books LLC, a New Jersey limited liability company, with a principal place of business at 7 Wrightstown Cookstown Road, Unit 8, Cookstown, NJ 08511 ("Service Provider") to the individual or organization whose name and signature appear on an SOW (as hereinafter defined) ("Client").

1. **Services.**

(A) The accompanying Statement of Work (the "SOW") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the SOW, these Terms shall govern, unless the SOW expressly states that the terms and conditions of the SOW shall control.

(B) Service Provider shall provide the services to Client as described in the SOW (the "Services") in accordance with these Terms. No obligation to provide any Services shall be incurred by Service Provider until such time that an SOW has been executed by authorized representatives of both parties and the applicable Fee (as defined in Section 2) is paid in full. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

(C) Client acknowledges and agrees that Service Provider may use subcontractors and consultants to perform the Services to be provided under this Agreement. Service Provider may represent, perform services for, and contract with other additional clients, persons, or companies as Service Provider, in its discretion, deems fit.

2. **Fees and Expenses.**

(A) **Fees**. As consideration for Service Provider's rendition of the Services, Client agrees to pay Service Provider the fees set forth in the SOW (the "Fees"). The Fees in an SOW are inclusive of taxes, levies, duties, governmental charges and expenses, except as described in Section 2(B) below.

(B) **Services**. If any additional service(s) are incurred which are not included in this Statement of Work, an

additional contract will be drafted in writing and sent for approval to the client.

3. **Billing and Payment**.

(a) **Invoicing**. Service Provider shall issue invoices to Client pursuant to the payment schedule set forth in the SOW. Client will remit payment for the invoices in U.S. dollars. Payments must be made by wire transfer, certified check, bank check or such other method as may be agreed upon by Service Provider. Client shall have no right of offset or withholding under this Agreement. Any amounts not paid by Client when due shall be subject to interest charges, from the date due until paid, at the rate of one and one-half percent (1.5%) per month, or the highest interest rate allowable by law (whichever is less), payable monthly. If any amounts due to Service Provider from Client becomes past due for any reason, Service Provider may at its option and without further notice withhold further Services until all invoices have been paid in full, and such withholding of Services shall not be considered a breach or default of any of Service Provider's obligations hereunder or under any SOW.

(b) **Installment Plans**. Subject to Section 3(a), Client may elect to make payments for an applicable SOW under an "Installment Plan." Should Client elect to make payments under an Installment Plan, Client shall be charged a non-refundable $30.00 fee. The Installment Plan and charges to Client thereunder shall be subject to the terms and conditions of Service Provider's payment processing company, which can be found here.

4. **Warranty; Limitations**.

(A) **Warranty**. The Services to be performed hereunder may be in the nature of editing, publishing, marketing, promoting, sales, and/or distribution of books and other digital content. Service Provider does not warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Service Provider warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with generally accepted industry standards and practices.

(B) **LIMITATION OF WARRANTY.** UNLESS PROVIDED IN AN APPLICABLE SOW, THE WARRANTY SET FORTH IN THIS SECTION 4 IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. SERVICE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT.

(C) **SALES ARE NOT GUARANTEED**. SERVICE PROVIDER CANNOT CONTROL THE SUBJECTIVE PURCHASING DECISIONS OF CONSUMERS OR BOOKSELLERS. SERVICE PROVIDER CANNOT AND DOES NOT GUARANTEE SALES OF ANY WORK OR THE CLIENT CONTENT. SERVICE PROVIDER MAKES NO GUARANTEES OR PROMISES AS TO THE MINIMUM SUCCESS OF THE SERVICES OR THE AMOUNT OF BOOK SALES WHICH MAY RESULT FROM ANY OR ALL OF THE SERVICES.

5. **Intellectual Property Rights; Licenses**. Pursuant to an applicable SOW, Service Provider may create one or more deliverables for Client. A deliverable may be made up of one of, or any combination of, the following intellectual property: (1) the Client Content; (2) Service Provider Work Product; (3) Service Provider Property; and (4) Third Party Property.

(A) **Client's Content**. As used herein, the "Client Content" may include, but is not limited to, (a) the text and/or manuscript of a book (or similar writing) in its original form as submitted by Client and as edited by Service Provider during the fulfillment of editorial services purchased by Client, (b) graphics, pictures, videos, or other Client intellectual property, and/or (c) other third-party materials, which are owned or authorized in writing by the owners of such materials which are submitted by Client to be incorporated into the final deliverable. CLIENT (AND/ OR THE PERSONS CLIENT IS EXCLUSIVELY AUTHORIZED TO REPRESENT IN THIS AGREEMENT) WILL REMAIN THE SOLE AND EXCLUSIVE OWNER(S) OF ALL RIGHT, TITLE, AND INTEREST, INCLUDING COPYRIGHT, IN AND TO THE CLIENT CONTENT.

(B) **Service Provider Work Product and Property**. Service Provider Work Product includes the design of any deliverable, including but not limited to, book cover design, graphics, Illustrations (as defined below), and other content that Service Provider or its contractors create in the process of providing the Services (with the exception of the Client Content). Service Provider Property includes but is not limited to, imprint logos, imprint names, Service Provider trademarks, barcodes, and ISBN's. Service Provider remains the sole and exclusive owner of all right, title and interest, including copyright, in and to the Service Provider Property.

(C) **Third Party Property**. Third Party Property includes content that is owned by third parties that either party hereto licenses to the other, or otherwise have permission to use in a deliverable. If Client's use of Third-Party Property is subject to any restrictions (such as a limit on the number of reproductions of an

image), Client is responsible to ensure that Client complies with those restrictions. All right, title and interest in Third Party Property shall remain with the respective Third Party. Third Party Property licensed to Service Provider may be used only in the version of a deliverable (in any format) that Service Provider creates, and may not be removed or used in any other versions of the deliverable or other products or materials.

(D) **Client's License to Service Provider**. During the Term (as defined in Section 10) of this Agreement, with respect to the Client Content and Third Party Property licensed to Client for use in a deliverable, Client authorizes, consents to, and grants to Service Provider (including any third-party contractors hired by Service Provider) the following: (i) a worldwide right and license to display, exhibit, reproduce, digitize, modify, license, and otherwise use the information that Client provides to Service Provider about Client (such as Client's name or chosen pen name, image, likeness, appearance, voice, video footage, biographical and personal information, etc.) and information about a deliverable (such as the title, description of the deliverable, excerpts and images from the deliverable, etc.), in all materials created by Service Provider or on Service Provider's behalf, which incorporates any of the information above, in any format and in all media; (ii) a worldwide right and license to send free review copies of a deliverable to members of media and other potential reviewers or sellers, in Service Provider's sole discretion; (iii) a worldwide right and license to make excerpts or previews of the deliverable available for preview on websites or via other media, including the websites of certain retailers (including but not limited to, Amazon, Google, and Apple) in Service Provider's sole discretion; (iv) an exclusive, transferable, worldwide license to manufacture, store, use, display, execute, reproduce (in whole or in part), transmit, modify (for example, for formatting purposes or to create authorized derivative works), import, make, have made, offer to sell, print, publish, market, sublicense, distribute, and sell (individually or as part of compilations of collective works), and license in and to a deliverable for use via any subscription model or lending model, through all distribution channels available now or at a later time, in any language, in any format, and via any medium, now known or hereafter devised, selected in Service Provider's sole discretion and consistent with the Services; (v) a right and license to compile and use statistical information regarding sales of the deliverable (if any); and (vi) during the transition period of ninety (90) days after termination of this Agreement, the non-exclusive, worldwide license to engage in the activities set forth above.

(E) **Service Provider's License to Client**. Service Provider grants Client a perpetual, non-exclusive, irrevocable, royalty-free, worldwide license to use, store, display, reproduce, transmit, sell, print, publish, market, distribute, sub-license, transfer, and make or have made derivative works, for any purpose whatsoever, the custom illustrations that Service Provider creates pursuant to this Agreement ("Illustrations"). After this Agreement is terminated, Service Provider grants Client a non-exclusive, worldwide license to manufacture, store, use, display, execute, reproduce, transmit, import, make, have made, offer to sell, print, publish, market, sublicense, distribute, and sell Service Provider Work Product and Third Party Property provided by Service Provider only as it exists in the version of the deliverable that was created by Service Provider. The re-sale of copies of a deliverable purchased previously by Client or a third party is not subject to the terms of this Agreement.

6. **Confidentiality.** All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Service Provider to Client, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Client without the prior written consent of Service Provider. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Client at the time of disclosure; or (iii) rightfully obtained by Client on a non-confidential basis from a third party. Client agrees to use the Confidential Information only to make use of the Services and deliverables. Service Provider shall be entitled to injunctive relief for any violation of this Section.

7. **Waiver of Claims**; **Indemnification.**

(A) **Waiver**. To the fullest extent permitted by applicable law, Client hereby releases, waives, discharges and covenants not to sue Service Provider, its contractors, and any of their officers, directors, employees, agents, insurers, contractors, successors, and permitted assigns (the "Service Provider Parties"), for any liability to Client, Client's personal representatives, assigns, heirs, or successors in interest, or for any loss, damage or expenses, or any claims, demands or Actions (as defined below) therefore, arising from or related to, directly or indirectly, to the Service Provider Parties' use of the rights and licenses granted in this Agreement to fulfill

the Services and other obligations under this Agreement, including, but not limited to, claims for intellectual property infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world. For purposes of this Agreement, "Actions" include any litigation, lawsuit or administrative, governmental, or other proceeding including, but not limited to, government investigations, inquiries, hearings, and other requests, or any appeal thereof. Client acknowledges that Client is solely and fully responsible for the Client Content and that Service Provider will not be liable to Client, or to any third party or other person or entity for the Client Content or Client's use of Third-Party Property, regardless of whether Service Provider had any knowledge or could have reasonably known of any violation by Client of the above representations or that the Client Content otherwise violates law.

(B) **Client's Indemnity**. Client will fully indemnify and hold harmless, the Service Provider Parties from and against any claim, cause of action, demand, Action, proceeding, losses, liability, cost, expense (including reasonable attorneys' fees) or damages arising out of or resulting from: (i) Client's gross negligence or willful misconduct; (ii) Client's breach of any terms of this Agreement; and/or (iii) any third-party claims that the Client Content (or Third Party Property used therein) infringe or misappropriate any intellectual property rights of such third-party. Until any claim for indemnity hereunder has been fully satisfied, Service Provider may retain all payments due Client, including royalties, if any, and/or Service Provider may cease providing any further Services; and Client will have no right to receive a refund of any amounts paid by Client to Service provider.

(C) **Service Provider's Indemnity**. Service Provider agrees to indemnify, defend and hold Client and its affiliates and their respective officers, directors, employees and agents harmless from and against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of a claim that the Services or Service Provider Property infringe any third party's intellectual property rights.

(D) **Indemnification Procedure**. The party seeking indemnification shall provide the indemnifying party with prompt written notice of any claim and give complete control of the defense and settlement to the indemnifying party, and shall cooperate with the indemnifying party, its insurance company and its legal

counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the indemnifying party prompt notice to the extent such lack of notice prejudices the defense of the claim.

8. **Limitation of Liability.** IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE UNDER THIS AGREEMENT TO CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SERVICE PROVIDER'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIM. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

9. **Cooperation of Client; Editorial Services.** Client agrees to comply with all reasonable requests of Service Provider and shall provide Service Provider's personnel with access to all documents as may be reasonably necessary for the performance of the Services. If Client purchases Services that include editorial services and (i) Client does agree to have such editorial services performed, or (ii) Client does not incorporate the Service Provider's suggested edits, Service Provider reserves the right to suspend performance hereunder and/or terminate the Services. Upon a termination under this Section 9, Client shall be provided a refund in accordance with Section 10(E) or 10(F), as applicable.

10. **Term and Termination**:

(A) **Term**: This Agreement shall commence upon full execution of an SOW by the parties and thereafter shall remain in effect until terminated by either party as more fully set forth herein.

(B) **Termination for Breach.** Either party may terminate this Agreement at any time in the event of a

breach by the other party of a material covenant, commitment or obligation under this Agreement that remains uncured: (i) in the event of a monetary breach, ten (10) calendar days following written notice thereof; or (ii) in the event of a non-monetary breach after thirty (30) days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either party. Termination shall be in addition to any other remedies that may be available to the non-breaching party.

(C) **Termination for Convenience**: This Agreement may be terminated by either party, for any reason with or without Cause (as defined herein), upon thirty (30) days prior written notice to the other party. As used herein, "Cause" means (a) Client behaves in an abusive or uncivil manner towards the Service Provider (including its employees or business partners); (b) the Client Content fails to comply with the Content Guidelines or any applicable laws, at any time; or (c) if Service Provider receives a formal or informal allegation, complaint, demand or Action in any form made by a third party relating to Client, the Client Content or Client's royalties.

(D) **Obligations Upon Termination.** Except as provided for herein, termination of this Agreement for any reason shall not discharge either party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Client shall pay Service Provider for all Services rendered prior to the effective date of termination.

(E) **Refund Provisions; Publishing Services**. If Service Provider terminates this Agreement without Cause at any time prior to fulfilling the publishing Services, Service Provider will Refund 100% of the Fees, less incurred expenses. If Client terminates this Agreement, or if Service Provider terminates this Agreement for Cause at any time, or without Cause after Service Provider has fulfilled the publishing Services, refunds will be issued as follows:

(i) For *publishing* Services prior to submission of Client's manuscript: (a) 0-30 calendar days after the purchase: 100% of the Fee, less $150 or 10% of the Fee whichever is greater; (b) 31-60 calendar days after the purchase: 50% of the Fee, less $150 or 10% of the Fee whichever is greater; or (c) if more than 60 calendar days after the purchase: no refund.

(ii) After submission of Client's manuscript but prior to final approval, if the refund is not due to failure to comply with Service Provider's Content Guidelines after submission but before design work begins; 50% of the Fee.

(iii) After design work begins but prior to final approval; 25% of the Fee.

(iv) After Client have given final approval; no refund.

(v) If at any time, Service Provider terminates this Agreement because Client's manuscript and/or the Client Content do not comply with the Content Guidelines, in Service Provider's sole discretion, Service Provider will refund 100% of the Fee, less a content evaluation processing fee of $300.

(F) **Refund Provisions; Non-Publishing Services**. If Client terminates this Agreement, or if Service Provider terminates this Agreement for Cause at any time, or without Cause after Service Provider has fulfilled Services, other than publishing Services, refunds will be issued as follows:

(i) For all Services not included as part of a publishing Package (excluding exhibits and book signings) and prior to the beginning of fulfillment such Service(s): (a) 0-30 calendar days after the purchase: 100% of the Fee, less $150 or 10% of the Fee whichever is greater; (b) 31-60 calendar days after the purchase: 50% of the Fee, less $150 or 10% of the Fee whichever is greater; or (c) if more than 60 calendar days after the purchase of Services: no refund; and

(ii) For all Services related to events such as exhibits, book fairs, and/or book signings, **there shall be no refund**.

As used in this Section 10, "fulfilled" or "fulfillment" of a Service occurs either when Client returns the author questionnaire, whether or not fully completed or correct, or when Service Provider or a business partner/contractor notifies Client about the commencement of the applicable Service through an on-boarding email sent by a designated Accounts Manager, whichever occurs first.

11. **Representation & Warranties.** Client represents and warrants to Service Provider as follows: (A) Client is either the sole author and sole owner of all intellectual property rights in the Client Content and/or Client is exclusively authorized in writing to represent all coauthors owning all copyrights in the Client Content; (B) Client is either the owner of, or has secured permission to use any Third-Party Property that Client provides to Services Provider and Client can provide applicable documentation evidencing the same, if requested; **(**C) The Client Content complies with all applicable laws and regulations and shall remain compliant throughout the Term; (D) The Client Content does (or will shortly after executing an applicable SOW) comply with Service Provider's Content Guidelines; (E) The Client Content does not: (i)

infringe on any intellectual property rights; (ii) violate any right of privacy, publicity or other personal or property right whatsoever; (iii) contain any libelous matter or matter otherwise contrary to law; (iv) contain a recipe, formula, or instruction that may be injurious to the user; or (v) contain any information of a third party deemed private by applicable law (such as social security numbers, dates of birth, or private financial or medical information); (F) All statements of fact in the Client Content are based on careful investigation and research for accuracy; (G) To Client's knowledge, there have not been and are not now, any pending or threatened claims, litigation, or other proceedings pending against Client with respect to the Client Content other claims based on any facts that would constitute a breach of any of Client's representations and warranties; and (H) If any of the Client Content changes or otherwise violates this Agreement, Client will immediately notify Service Provider and correct the Client Content or portions thereof.

12. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

13. **Force Majeure.** Neither party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each party shall use reasonable efforts to notify the other party of the occurrence of such an event within five (5) business days of its occurrence, which notice shall include a description of the force majeure event and an estimate of the length of time such event will delay or prevent performance hereunder.

14. **Partial Invalidity**. In the event that any part or portion of this Agreement is deemed to be invalid, illegal, or otherwise unenforceable: (1) the parties

shall use all reasonable efforts to negotiate in good faith to amend the term to eliminate any such invalidity, illegality, or unenforceability to the extent practically possible, taking into full account their original intent when entering into this Agreement; and (2) the remaining provisions of this Agreement shall continue in full force and effect.

15. **Assignment**. Client may not assign, delegate or otherwise transfer this Agreement or its obligations hereunder, in whole or in part, without the prior written consent of Service Provider, with such consent not to be unreasonably withheld or delayed. Any purported assignment or delegation in violation of this section shall be null and void. No permitted assignment or delegation will relieve Client of its obligations under this Agreement, and as such, Client shall remain primarily liable in connection therewith. Service Provider shall be entitled to assign or otherwise transfer this Agreement, in whole or in part, without the prior consent of Client.

16 **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the address set forth in the applicable SOW or as otherwise designated by a party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (1) upon receipt by the receiving party; and (2) if the party giving the notice has complied with the requirements of this section.

17. **Survival**. Following the termination of this Agreement, any provision set forth herein which, by its very nature, is intended to survive any expiration or termination hereof, shall so survive, including without limitation, the provisions respecting ownership of work product, confidentiality, indemnification, limitation of liability, non-solicitation, accrued payment obligations, and arbitration.

18. **Waiver**. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

19. **Arbitration**. Any dispute, controversy or claim arising out of or related in any manner to this Agreement which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the American Arbitration Association

in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of one arbitrator sitting in Burlington County, New Jersey. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of New Jersey. The decision of the arbitrator shall be in writing with written findings of fact and shall be final and binding on the parties. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement, except that a party may seek a preliminary injunction or other injunctive relief in any court of competent jurisdiction if in its reasonable judgment such action is necessary to avoid irreparable harm.

20. **Attorneys' Fees**. If either party incurs any legal fees associated with the enforcement of this Agreement or any rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other reasonable litigation expenses from the other party.

21. **Collection Expenses**. If Service Provider incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due under this Agreement, Client agrees to reimburse Service Provider for all such costs, expenses and fees.

22. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

23. **Headings; Construction**. The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting party.

24. **Entire Agreement; Modification**. This Agreement (along with any attachments incorporated herein) sets forth the entire agreement between the parties with respect to its subject matter and supersedes any prior

agreement or communications between the parties, whether written, oral, electronic, or otherwise, relating hereto. Except with respect to Section 5 and any provisions regarding royalties in an applicable SOW, Service Provider may modify this Agreement, at any time, with thirty (30) days prior written notice to Client. If Client does not accept such modification(s), Client may terminate this Agreement in accordance with Section 10. Each party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The parties acknowledge and agree that they are not relying upon any representations or statements made by the other party or the other party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.