



Internet Services Agreement

This Internet Service Agreement (“Agreement”) is entered into between East Creek Networks, LLC, a Florida limited liability company, and its affiliated companies doing business as “East Creek Networks” (collectively, “ECN”), and the “Customer” through counsel, Gould Cooksey Fennell, PLLC.

Effective Date: The “Effective Date” of this Agreement shall be the earlier of (a) the date the last party to agree to this Agreement executes a copy hereof, or (b) the date on which ECN initially started providing (or began preparing to provide) internet connectivity services.

Terms & Conditions

1. Definitions.

(a) **Specific Word or Phrases.** For purposes of this Agreement, each word or phrase listed below has the meaning designated. Other words or phrases used in this Agreement may be defined in the context in which they are used.

(i) **“Affiliate”** shall mean, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity or one or more of the other Affiliates of that entity (or a combination thereof). For the purposes of this definition, an entity shall control another entity if the first entity: (1) owns, beneficially or of record, more than fifty percent (50%) of the voting securities of the other entity; (2) has the ability to elect a majority of the directors of the other entity; or (3) provides day to day management of such entity under contract or as managing general partner.

(ii) **“Agents”** shall mean the respective owners, principals, managers, representatives, stockholders, partners, officers, members, directors, attorneys, agents, subcontractors, consultants, contractors and employees of a party.

(iii) **“Broadband”** means the transmission of wide bandwidth data over a high-speed internet connection. Broadband provides high speed internet access via multiple types of technologies including fiber optics, wireless, cable, DSL and satellite.

(iv) **“Claim”** means any claim, dispute, controversy, demand, allegation, suit, action or proceeding.

(v) **“Customer Wiring”** means all existing or Customer installed or owned telecommunications wiring (such as fiber, coaxial cable, category of performance wiring [such as Cat5, 5e, 6, etc.], Ethernet wiring, cross-connects, etc.), commencing at the Demarcation Point(s) and extending throughout the buildings and Units until it terminates at the wall-plates (outlets) within each Unit or common area, that is or may be used by ECN, in conjunction with its Facilities, to deliver Services. Even if used by ECN, Customer Wiring is not part of the Facilities.

(vi) **“Data Protection Laws”** means all laws and regulations and sector recommendations containing rules for the protection of individuals with regard to the processing of personal data, including without limitation security requirements for, and the free movement of, personal data.

(vii) **“Demarcation”** shall refer to the point of connection between the connector at the end of ECN’s Network and the mating connector of the Customer’s network, as defined in the Sales Order.

(viii) **ECN’s “Network”** shall refer to the linked communications system created by the installation of the fiber optic cables, other cables, and wired and wireless devices owned, leased or otherwise contracted for use by ECN.

(ix) **“ECN Wiring”** means distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices, including all infrastructure to the access point or Demarcation Point of the single family home and apartment.

(x) **“Plans”** means the construction plan, specifications, Wi-Fi coverage heat map, and schedule agreed upon by Customer and ECN for installation of the Facilities, or, where no such plans exist or are required, or do not adequately address a specific requirement, ECN’s then-current installation methods that comply with Laws and generally accepted industry standards. ECN owns all right, title and interest in and to the Plans, and the Plans are the confidential information of ECN.

(xi) **“Facilities”** means all hardware (such as wireless access points, gateways, switches, routers, etc.), software, and network and related infrastructure, including wiring (such as fiber, coaxial cable, category of performance wiring, copper, etc.), conduit, remote radio units, equipment racks, splice cases, equipment, batteries, generators, rooftop antennas, satellite dishes, building entrance facilities, vaults, above-ground enclosures, markers, concrete pads and other appurtenant equipment placed on the Property by or at the direction of ECN.

(xii) **“Fee Schedule”** refers to the pricing exhibit attached hereto, whether titled Fee Schedule, Pricing Schedule, Fee Rider, Pricing Rider, a combination or variation thereof, or otherwise.



(xiii) “*Laws*” means all applicable federal, state, and local statutes, rules, regulations, and ordinances, including the rules and regulations of the Federal Communications Commission, and any necessary federal, state and local permits, licenses and approvals.

(xiv) “*Loss*” or “*Losses*” shall mean any and all claims, liabilities, expenses, losses, costs, fines, settlements, penalties or damages, including reasonable court costs and attorney’s fees, including all costs and attorney’s fees related to an appeal, arising out of or related to this Agreement or any use, inability to use, or results of use of the Services, including any of the foregoing asserted by a third-party.

(xv) “*Network*” shall mean, whether owned or leased, all Customer or Service Provider equipment, network, cabling, servers, mobile or other devices, hardware, peripherals, device drivers or computer functional environment, as applicable.

(xvi) “*Original Data*” shall mean the original version of all data and materials of Customer.

(xvii) “*Original Media*” shall mean any data storage device, including but not limited to any servers, tablets, laptops, hard drives, tapes, USB drives, mobile devices or other storage media.

(xviii) “*Service Provider*” shall mean (i) ECN; (ii) an ECN Affiliate; and/or (iii) an ECN Agent.

(xix) “*Subscriber Terms*” means any subscription agreement and/or terms and conditions of use between ECN and Customer as well as acceptable use or other policies established and amended by ECN in its sole discretion from time-to-time regarding the purchase and use of Services and made available to Users.

(xx) “*Third Party*” means each person or entity which is not a party or deemed to have rights or obligations under this Agreement.

(xxi) “*User*” means a tenant, resident, owner, or other authorized person, including temporary guests, at the Property.

(b) Common Words. The following words are interpreted as designated: (i) “or” connotes any combination of all or any of the items listed; (ii) where “including,” “include” or “includes” is used to refer to an example or begin a list of items, which example or items is not exclusive; (iii) unless context requires otherwise the singular shall include the plural, the plural shall include the singular; and (iv) “specified” requires that an express statement is contained in the relevant document or provision.

2. Term; Termination; Suspension of Services.

(a) This Agreement shall remain in full force and effect until terminated in accordance with the following: (i) upon the termination by a party at any time for convenience by providing **at least thirty (30) days** prior written notice (via email or certified mail) to the non-terminating party; (ii) upon the termination of the final Service being provided thereunder; or (iii) upon the occurrence of any material breach, provided the terminating party tenders written notice of such material breach to the non-terminating party, and the non-terminating party fails to cure the issue within ten (10) days of receiving such notice.

(b) ECN may, without limiting its other rights in equity or at law, including its termination rights hereunder, immediately suspend the Services, either completely or in-part, if the Customer breaches any of its obligations under any agreement with ECN. Should the Services be suspended for non-payment, prior to ECN’s requirement to resume the Services, Customer may be required, at ECN’s discretion, to pay a reactivation fee, deposit or provide a retainer or advance, as may be determined by ECN, and agreed to by Customer prior to the undertaking of any Services.

3. Effects of Termination; Continuation of Services.

Upon termination of this Agreement:

(a) Each party shall remain liable for all obligations arising from an act or omission that occurred prior to the termination, and from any liability or obligation that is expressly stated to survive termination;

(b) All amounts owed by Customer shall become immediately due and payable to ECN, without set off;

(c) ECN may permanently and irretrievably delete all Customer data without further notice, and without liability. Notwithstanding the foregoing, ECN may retain Customer data as required by applicable law, rule or regulation, and to the extent such copies are electronically stored in accordance with ECN’s policies and procedures then in effect; and

(d) To the extent ECN is in possession of any media owned by Customer, and Customer fails to provide instructions for its return within six (6) months, ECN may delete any data stored on the media, without liability, and return the physical device, if any, to the Customer.

(e) Refunds shall be made to the Customer under the sole-discretion of ECN.

4. Performance of Work. ECN warrants, for itself and as a Service Provider, that the Services will be performed with reasonable care and skill. The Services are being delivered on an “as-is” basis, and ECN disclaims all other terms, conditions, representations and warranties, either express or implied, including but not limited to any implied terms, conditions, representations or warranties of merchantability, suitability, title, non-infringement or fitness for a particular purpose, relating to third-party products, services (or related to the performance thereof) or software, or any ECN Affiliate. Further, ECN does not warrant that the Services, its resulting functions, or the results of using the Services will be uninterrupted or error-free, or that ECN will correct any of the foregoing issues should they be discovered. ECN’s warranty in this Section does not apply to the extent the Services



delivered by Service Provider are affected by: (a) an unauthorized action by Customer, its Agents, or a third-party; (b) failure of or disruptions to any Customer Networks; (c) an actual or attempted modification of the Services or project without written approval by ECN; (d) damage, disruption or malfunction of the Networks or Services caused by Customer, its Agents, or a third party; or (e) any Force Majeure Event (defined below). Where the performance of Services requires Service Provider to have access to Customer's facilities, Customer shall provide all access required. Service Provider may transfer Customer Data within the Networks. The parties agree that Service Provider may rely upon, and Customer agrees to be bound by, any requests, advice or information provided by the Customer Parties to the same extent as if such requests, advice or information were provided directly by the Customer.

5. *Customer Data.*

(a) Customer shall be solely responsible for maintaining the Original Data and Customer Networks, and Customer shall retain said data such that it can be promptly regenerated or duplicated as needed. Accordingly, Customer expressly agrees that Service Provider shall not have any liability for any data loss, damage to, or corruption of the Original Data. Customer also agrees that it shall not provide any data to Service Provider unless that data is necessary for the delivery of the Services, and even if necessary such data shall not be provided in violation of the following representations and warranties.

- i. All Customer Data was accumulated and collected in compliance with all relevant Data Protection Laws, rules and regulations;
- ii. The provision of Customer Data to Service Provider and the processing of the Customer Data by the Service Provider in accordance with the terms of this Agreement will not cause Service Provider to be in breach of any laws or regulations applicable to the Customer Data; and
- iii. Customer shall not deliver or otherwise provide Service Provider access to Customer Data that is subject to any statutory or regulatory data protection measures or restrictions without first securing Service Provider's written approval for all such disclosures to be made. For clarity, and without limiting the applicability of this provision, data that is subject to the following may be impacted: (i) Export Administration Regulations (EAR); (ii) Gramm-Leach-Bliley Act (GLBA); (iii) Health Insurance Portability and Accountability Act (HIPAA); (iv) Health Information Technology for Economic and Clinical Health (HITECH) Act; and (v) International Traffic in Arms Regulations (ITAR).

If Service Provider is not advised of what type of data will be provided, any fines and penalties (including those imposed on Service Provider) related to a disclosure that violates the foregoing shall be at Customer's sole cost and expense. **Customer further warrants that no Customer Data shall be transferred to Service Provider via email, through a third-party tool, or in any other unencrypted or unsecured manner.** Except for the purpose of copying, imaging, or otherwise collecting data as requested hereunder, Customer shall not transfer custody of any Original Media to Service Provider. Service Provider disclaims all liability for a violation of this Section.

(b) Customer shall ensure that it acts in complete compliance with the applicable Data Protection Laws in respect of all personal data, and warrants to Service Provider that, in respect of any and all personal data that it transfers, or otherwise makes available, to Service Provider, it is lawfully able to transfer or make such personal data available, and has any and all necessary consents from the relevant data subjects.

6. *Customer Software.* To the extent that this Agreement requires Service Provider to use, copy, imprint or otherwise access Software of the Customer or any third party of whom Customer is licensed, Customer shall grant to Service Provider such access or license rights to use the Software as necessary to complete the Service Providers Services. Any license granted herein shall terminate upon the termination of this Agreement.

7. *Hardware, Software, Goods, and Fixtures; Security Interest; Bailment.* Any hardware, software, goods, or fixtures acquired in connection with the Services (hereafter "Service Property") by the Customer shall remain Customer's Service Property and, unless specifically outlined separately as Services, Customer shall be responsible for all care, maintenance, warranty registration, updates, renewals, repairs, and services related to the performance of the Service Property. ECN makes no warranty or warranties, either express or implied, including but not limited to any implied terms, conditions, representations or warranties of merchantability, suitability, title, or fitness for a particular purpose, relating to any acquired Service Property. In the event ECN advances any amount (including cash, credit, or other property) in assisting the Customer's acquisition of the Service Products, in addition to any security interest otherwise available under the applicable commercial code in the jurisdiction of such applicable transaction, Customer grants to ECN a security interest in such Service Property in the performance of Customer's obligations hereunder. Customer acknowledges that ECN does not have exclusive possession and control of the Service Property and acknowledges for at time, or times, ECN is in possession of any Service Property, such possession does not constitute a bailment and is not for any specific storage space or work to be conducted ECN, other than the Services set forth herein.

8. *Fees for Services.* The Fee Schedule governs the pricing and timing for payment of the Services. During the month Services are provided, the full cost of Services will be incurred. Any monthly Services that are not cancelled by the 25th calendar day of the month will be charged for the following month. All payments shall be tendered in the currency on which the Fee Schedule is based.

9. *Invoicing.* ECN shall present monthly written invoices (each an "Invoice") to Customer, and Customer agrees to pay the undisputed amount of all Invoices in immediately available funds within thirty (30) days after the date of each such Invoice ("Due Date"), unless otherwise specified in the Fee Schedule. ECN may be willing to use a third-party billing tool ("Billing Tool") to submit its Invoices for payment; provided ECN agrees in writing and Customer is solely responsible for any associated fees. Should the terms and conditions applicable to the Billing Tool conflict with this Agreement, the provisions of this Agreement shall control. Customer may in good faith dispute any Invoice item, but only if Customer provides ECN written notice of the particular Invoice item in dispute and the reason for such dispute no later than the Due Date. The parties agree to promptly use good faith efforts to resolve any such disputes. Such efforts shall not constitute a waiver of any other rights which ECN may have at law or in equity. Past



due balances shall accrue interest at 1.5% per month until paid. In addition to all amounts owed for Services provided hereunder, Customer shall also be liable for all actual costs of collection, including reasonable attorneys' fees, incurred by ECN in connection with this Agreement. ECN shall be entitled, in its sole discretion, to offset any and all amounts owed to ECN by Customer from any amounts due and payable by ECN to Customer. Customer is solely responsible for the timely payment of all Invoices, and Customer agrees that its payment obligations are not conditioned upon the occurrence of any external event (including, but not limited to, any third-party payment, insurance settlement or judgement outcome). Unless related to an adversarial proceeding directly between ECN and Customer, if ECN or any of its employees are deposed or required to testify in any judicial, arbitral or administrative proceedings, or to produce documents or records pursuant to a subpoena or otherwise, Customer agrees that it shall be solely responsible for all of ECN's related fees and expenses which shall be invoiced on the rates set forth in this Agreement, even if previously terminated.

10. Confidentiality; Limited License.

(a) In connection with this Agreement, each of ECN and Customer (each, a "Disclosing Party" or "Discloser") may disclose to the other party (the "Receiving Party" or "Recipient") certain information that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party prior to or contemporaneously upon receipt by the Receiving Party or which the Receiving Party reasonably should recognize from the circumstances surrounding such disclosure or the contents of such disclosure to be confidential or proprietary including this Agreement. All such information including, but not limited to the terms and conditions (pricing and services provided) of this Agreement, Customer Data and ECN proprietary data, are hereinafter collectively referred to as "Confidential Information" or "CI". Confidential Information also means any and all proprietary or confidential information and materials, including, without limitation, trade secrets, any Customer or potential Customer receiving services from the Disclosing party (including without limitation, the names of Customers, Customer representatives, the nature of a Customer's business with the firm and any legal practices associated therewith, and any methods of servicing Customers), extranets, intranet websites, information technology systems, summaries, operations and systems, concepts, graphical user interfaces, and systems and architectures, business plans, prices and costs, markets, finances, budgets and other business information, relating to the Disclosing Party or any of its Affiliates. Notwithstanding the foregoing, the term "Confidential Information" and "CI" does not include information that comes into Recipient's possession without an obligation of confidence or that is or becomes generally available to the public through no action or inaction by (i) the Recipient or (ii) a source to which Recipient knows is bound by a duty or obligation of confidentiality (contractual, fiduciary or otherwise) with respect to such information. Each Receiving Party shall hold all CI in confidence, use such CI only for the purposes of fulfilling their obligations hereunder, and not copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or use such information for any purposes whatsoever, without the express written permission of the other party, other than for the performance of obligations hereunder or as otherwise agreed to herein. Each Recipient agrees to disclose CI only to those Agents who have a legitimate business need to know, and those disclosures shall not occur until those Agents are bound by restrictions on confidentiality no less restrictive than those imposed herein and Recipient has advised them of their obligations to keep such information confidential. All CI provided or disclosed to the Recipient shall remain the sole property of the Discloser.

(b) Nothing in this Agreement shall be construed as either (i) granting or conferring any current or future right, title or interest in or to any CI or proprietary right now owned by Discloser to the Recipient or (ii) obligating Discloser to disclose CI to Recipient.

(c) Notwithstanding anything herein to the contrary, to the extent the Customer Data provided belongs to a party Customer is representing ("Data Owner"), Customer expressly authorizes the disclosure of all Customer Data to any other counsel or party specified by Data Owner without further notice, or any additional Customer approval required.

(d) In the event Recipient or any individual or company to whom it transmitted or transferred the CI, whether pursuant to the provisions of this Agreement or otherwise, becomes legally compelled to disclose any CI, the party required to disclose such CI will (except where prohibited by law) advise Discloser as soon as possible so that the Discloser may either seek an appropriate remedy, including a protective order, or waive compliance with the provisions of this Agreement. In the event that any such protective order or other remedy is not obtained, or that compliance with this Agreement is waived, the party required to disclose the CI will furnish only that portion of the CI which, in the written opinion of its legal counsel, is legally required to be disclosed and will exercise reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such CI.

11. Taxes. All fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on ECN's income, such as gross receipts, franchise, employee or occupational taxes.

12. Excusable Delay. Except for the payment obligations of the parties hereunder, neither party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is the result of causes beyond the reasonable control of the performing party, such as riots, epidemics, pandemics, war, government regulations, fire, acts of God, acts of terrorism, vendor performance issues, or a service failure of a utility or communications provider ("Force Majeure Events").

13. Indemnification.

(a) Subject to Section 14, Customer agrees to indemnify, defend and hold harmless Service Provider against any Losses incurred by or asserted against Service Provider arising out of or related to: (i) any gross negligence or willful misconduct by Customer, its Agents, or any third; (ii) any breach of any confidentiality obligations in this Agreement by Customer or its Agents; (iii) any tangible property damage or personal injury (including death) caused by Customer or its Agents; (iv) any instruction or information provided to ECN by Customer or its Agents in connection with the Services; or (v) any failure by Customer or its Agents to comply with any applicable law, rule, or regulation with respect to the Services.



(b) Subject to Section 14, ECN agrees to indemnify, defend and hold harmless Customer and its Agents against any Losses incurred by or asserted against Customer and its Agents arising out of or related to: (i) any gross negligence or willful misconduct by Service Provider; (ii) any breach of any confidentiality obligations in this Agreement by Service Provider; (iii) any tangible property damage or personal injury (including death) caused by Service Provider; or (iv) any failure by Service Provider to comply with any applicable law, rule, or regulation with respect to the Services.

(c) Each Indemnified Person shall notify the Indemnifying Party in writing promptly of the commencement, threat, or assertion of any claim for which indemnification as set forth above may be sought. The indemnities set forth above shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to each party's liabilities. The Indemnifying Party shall have sole control of the defense or settlement of the claim; provided that the Indemnifying Party shall obtain the express prior written approval of any Indemnified Party for any settlement that requires any specific performance or non-pecuniary remedy by that Indemnified Person or requires the actual payment of any amount by that Indemnified Person. The Indemnifying Party's obligations are contingent upon all Indemnified Persons reasonably cooperating in the defense or settlement of the claim. Indemnified Persons may participate in the defense of the claim, at their own expense, with counsel of their own choosing.

14. *Limitation of Liability.* NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS AND AFFILIATES SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CUSTOMER OR ANY OTHER PERSON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) SERVICE PROVIDER SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS AND AFFILIATES TO THE OTHER PARTY AND ITS AGENTS AND AFFILIATES OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO ECN FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.

15. *Entire Agreement; Amendments; Counterparts.* This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, communications, understandings, negotiations, and discussions whether oral or written or course of dealings between the parties. Each party acknowledges that in entering into this Agreement it is not relying upon any pre contractual statement or agreement which is not repeated in this Agreement, and no party shall have any right of action against any other party to this agreement arising out of or in connection with any pre contractual statement or agreement except to the extent that it is repeated in this Agreement. No modification or amendment of this Agreement shall be binding upon either party unless approved by an authorized representative of each in a signed written agreement or via electronic mail. Notwithstanding anything herein to the contrary, the parties expressly agree that this Agreement, and any modification or amendment hereto, may be agreed upon and memorialized utilizing commercially available electronic software, such as electronic mail, provided any such software: (a) clearly establishes the intent of the parties to be bound, and (b) if applicable, clearly identifies the terms to be modified or amended. The absence of a typed signature entered with the specific intent of creating a contractual commitment shall not void or otherwise alter the validity of an agreement entered into pursuant to the above. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all such counterparts when taken together shall be considered and constitute one complete copy hereof.

16. *Governing Law.* This Agreement, and any dispute, controversy or proceeding arising out of or relating to this Agreement, or the subject matter hereof, shall be governed by the substantive laws of the state of Florida without regard to any conflicts of law principles.

17. *Notices.* All notices hereunder shall be in writing and deemed duly given on the date of delivery. Notices shall be tendered by either (a) personal delivery or (b) via nationally recognized overnight courier (delivery receipt requested), postage prepaid, addressed to the addressee pursuant to the following: (i) at the ECN Notice Address, (ii) at the ECN Support Email Address, (iii) at the Customer address, (iv) at the Customer Account Email Address, or (v) if provided, the most recent alternative address provided by addressee for the receipt of notices. The addresses referenced in subparts (i) and (ii) are specified and regularly updated at <https://eastcreeknetworks.com/contact-us>.

18. *Severability; Independent Contractor.* All clauses and covenants in this Agreement are severable; in the event any or part of them are held or found to be invalid or unenforceable by any tribunal (including any court or arbitrator), a valid clause or covenant that most closely matches the intent of the original clause or covenant shall be substituted and any other clauses or covenants shall remain valid and enforced to the fullest extent possible under applicable law. ECN is an independent contractor of Customer, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between the parties. Neither party has the authority (and shall not hold themselves out as having authority) to bind the other, or make any agreements or representations on its behalf.



19. Assignment. This Agreement will inure to the benefit of, and be binding on, and enforceable against each of the parties hereto and their respective successors and permitted assigns. Neither party shall assign its rights nor delegate its obligations under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld or delayed, except ECN may freely assign or delegate all or a portion of its rights and obligations without Customer consent if such assignment or delegation is to: (a) an Affiliate or subcontractor of ECN; (b) a successor party by consolidation, merger or operation of law; or (c) a purchaser of all or substantially all of ECN's assets.

20. Remedies and Waiver. No delay or omission by any party to this agreement in exercising any right, power or remedy provided by law or under this agreement shall: (a) affect that right, power or remedy; or (b) operate as a waiver of it. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not unless otherwise expressly stated preclude any other or further exercise of it or the exercise of any other right, power or remedy.

21. Signatures. This Agreement may be executed via electronic mark and may be delivered as a .pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

22. General. The parties hereto have participated jointly in the negotiation and drafting of this Agreement with the assistance of counsel and other advisors and, in the event of an ambiguity or question of intent or interpretation arising, this Agreement shall be construed as jointly drafted by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any valid and binding non-disclosure agreement between the parties prior to the date hereof shall govern any confidential information disclosed prior to the Effective Date of this Agreement. Upon termination of this Agreement, provisions which by their nature should survive termination, shall survive termination. Unless otherwise specified, the pricing set forth in the Fee Schedule contains individual unit pricing for each service. Services are mutually exclusive and are deemed delivered and accepted when provided. This Agreement has been drafted in, and shall be construed in, the English language. Any translation of this Agreement prepared by either party is for convenience only. If there is any contradiction between the English language version and any such translation, then the English language version shall control. Under no circumstances shall ECN's performance, or the delivery of the Services, be construed as ECN or its employees being engaged in the practice of law, rendering legal opinions, or providing legal advice or private investigative services to Customer. ECN has expressly advised Customer that ECN and its employees are not representing Customer, not providing it legal advice, and not serving as a private investigation.



THIS IS A LEGAL AGREEMENT ENFORCEABLE PURSUANT TO ITS TERMS. BY CHECKING THE BOX BELOW, THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT IT (A) HAS REVIEWED THIS AGREEMENT WITH LEGAL COUNSEL LICENSED TO PRACTICE LAW IN THE APPLICABLE JURISDICTION UNDER WHICH PROVISIONS OF THIS AGREEMENT MAY BE ENFORCED OR (B) WAS GIVEN THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH SUCH COUNSEL AND DECLINED TO DO SO.