

SUBSCRIPTION AGREEMENT

TECHNIA SaaS Agreement

(version: 2023.1.0)

THIS SUBSCRIPTION AGREEMENT (THIS "AGREEMENT") GOVERNS CUSTOMER'S PURCHASE AND USE OF TECHNIA SaaS SERVICES. BY ACCEPTING THIS AGREEMENT BY (1) CLICKING A BOX INDICATING ACCEPTANCE, OR (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Agreement" means this document, appendices, offers and/or order confirmations issued by TECHNIA and accepted by Customer constitutes the agreement between the parties (collectively the "Agreement").

"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.

"Documentation" means any user guide(s), policies, and related documents provided by TECHNIA, by publishing on-line or otherwise, relating to the Services as same may be updated from time-to-time.

"Non-TECHNIA Application" means a Web-based, mobile, offline or other software application that interoperates with the Service, that is provided by Customer or a third party.

"Order Form" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and TECHNIA or any of their respective Affiliates, including any addenda and supplements thereto. By entering into an Order Form, an Affiliate agrees to be bound by the terms of this Agreement, and likewise, each Order Form is hereby incorporated under this Agreement.

"Permitted User" means an individual who is authorized by Customer to use a Service in accordance and compliance with the terms of this Agreement.

"Service(s)" stands for Software as a Service, which means software is hosted by TECHNIA and delivered to customers over the internet as a service.

"Service Software" means the object code version of any software to which Customer is provided access as part of the Services, including any updates or new versions.

"TECHNIA" means TECHNIA AB, a Swedish company and any Affiliate thereof entering into an Order Form with Customer or otherwise provided services hereunder.

2. SUBSCRIPTION LICENSE CHARGE

2.1. The Subscription Charge ("SC") is a recurring fee for the temporary right to use the Services including support services in accordance with section 3 of this Agreement. The SC shall include a subscription period term and shall automatically renew for subsequent subscription terms, unless

terminated in accordance with section 12. The SC shall be invoiced in advance and immediately due at the beginning of each subscription period. Unless otherwise agreed by the parties, the subscription term becomes effective on the day of order confirmation by TECHNIA.

2.2. Subject to the terms and conditions in this Agreement, TECHNIA grants Customer a nonexclusive, non-transferable and non-assignable, limited subscription license to access and use the Services (the “Services License”). Customer acknowledges that this Agreement is a services agreement and TECHNIA will not be delivering copies of the Services software to Customer as part of the Services.

2.3. Subject to the terms and conditions in this Agreement, Customer grants TECHNIA, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-TECHNIA Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for TECHNIA to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement; Customer hereby represents and warrants to TECHNIA that it has all rights necessary to grant the foregoing license. If Customer chooses to use a Non-TECHNIA Application with the Services, Customer grants TECHNIA permission to allow the Non-TECHNIA Application and its provider to access Customer Data and information about Customer’s usage of the Non-TECHNIA Application as appropriate for the interoperation of that Non-TECHNIA Application with the Service. Subject to the limited licenses granted herein, TECHNIA acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-TECHNIA Application or such program code.

For adequate consideration hereby acknowledged by the parties, Customer hereby grants to TECHNIA and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services and products any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of TECHNIA’s or its Affiliates’ services or products.

2.4. The Services License is in all cases solely granted

- a. within the scope of, and subject to the terms set out in this Agreement,
- b. for the specific number of Permitted Users, target environments and service data repositories, as set out in the SaaS Agreement,
- c. for internal business purposes only, and
- d. during the term of the Agreement.

Customer will not: (a) make any Service available to anyone other than Permitted Users, or use any Service for the benefit of anyone other than Customer and its Affiliates, unless expressly stated otherwise in an Order Form, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service or Non-TECHNIA Application in association with a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-TECHNIA Application in association with a Service to store or transmit code, files, scripts, agents or programs capable of inflicting harm or causing disruption, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) access the Services for purposes of monitoring their availability, any vulnerability, performance or functionality, or for any other benchmarking or competitive purposes, (h) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access or use any of TECHNIA intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (i) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, and/or (j) frame or mirror any part of any Service, other than framing on Customer’s own intranets or otherwise for its own internal business purposes

or as permitted in the Documentation, and/or (k) disassemble, reverse engineer, or decompile a Service or Services Software or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

2.5. The Services may only be used by Permitted Users; Customer assumes full liability for their use of the Services.

Customer shall: (a) be responsible for Permitted Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of any electronic data and information submitted by or for Customer through the Services (collectively, "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-TECHNIA Applications with which Customer uses the Services, (c) be responsible for any unauthorized access to or use of the Services, and notify TECHNIA promptly of any such unauthorized access or use and/or any suspected attempted unauthorized access of the Services, (d) use Services only in accordance with this Agreement and applicable laws and government regulations, and (e) comply with terms of service of any Non-TECHNIA Applications with which Customer uses Services. Any use of the Services in breach of the foregoing by Customer or Permitted Users may result in TECHNIA's immediate suspension of the Services, however TECHNIA 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.

3. SUBSCRIPTION, SUPPORT & SERVICE LEVEL AGREEMENT (SLA)

3.1. The Services License includes free updates and new software versions and releases of Services Software and any Documentation generally made available to customers by TECHNIA. Typically, there are planned feature updates rolled out every 11th week and hotfix releases rolled out on need basis.

3.2. Subscription also includes fixes and improvement to the supported and built-in target platform configurations. Any such new updates may be made available at any time.

3.3. Subscription also includes general support in accordance with the support terms described in Support Services (SERVICE LEVEL AGREEMENT (SLA) & SUPPORT).

3.4. Subject to the terms of this Agreement, TECHNIA shall use commercially reasonable effort to:

- a. maintain the security of the Services in accordance with the Security Statement (DATA PROCESSING AGREEMENT (DPA) : APPENDIX C),
- b. provide regular (daily) backups for the customer data, and
- c. make the Service generally available at least 99.5% of the time per month, except for Excused Downtime (as defined below.)
 - (i) "Excused Downtime" means:
 - (ii) planned downtime as notified to Customer, for updates, maintenance, etc., and
 - (iii) downtime caused by circumstances beyond TECHNIA's reasonable control, including without limitation, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, telecommunications or network failures or delays, computer or other hardware failures involving hardware or software not within TECHNIA possession or reasonable control, and acts of vandalism (including network intrusions and denial of service attacks), and other circumstances outside the reasonable control of TECHNIA. Customer is solely responsible for providing, at its own expense, all network access to the Services, including, without limitation, acquiring, installing and maintaining all telecommunications equipment, hardware, software and other equipment as may be necessary to connect to, access and use the Services.

3.5. TECHNIA WARRANTS THAT THE SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE APPLICABLE DOCUMENTATION, SUBJECT TO THE TERMS AND LIMITATIONS SET FORTH HEREIN. TECHNIA DOES NOT GUARANTEE THAT THE SERVICES WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT TECHNIA WILL CORRECT ALL SERVICE ERRORS. CUSTOMER ACKNOWLEDGES THAT TECHNIA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TECHNIA MAKES NO WARRANTY OR GUARANTEE THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL TECHNIA BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

4. RESTRICTED USE OF THE SERVICES

4.1. Customer shall only use the Services for the agreed and intended use and in accordance with applicable laws and regulations and any documentation and other instructions from TECHNIA.

4.2. Customer shall not use or permit or encourage a third party to use the Services in violation of this Agreement and shall be liable for any use of the Services by or through Customer, nor shall Customer copy, reproduce, translate, decompile, repair, reverse engineer or modify the Services Software, or otherwise attempt to derive the source code of the Services Software.

4.3. The number of permitted users, target environments and service data repositories agreed in Customer Agreement may never be exceeded. Customer shall immediately report to TECHNIA if Customer needs to expand the number of permitted users, target environments or service data repositories.

4.4. If Customer wishes to increase the number of permitted users, target environments or service data repositories, Customer's Subscription Administrator must submit a new order to TECHNIA. Upon TECHNIA approval of the order form, TECHNIA shall extend the Services License to the authorized number of permitted users, target environments or service data repositories according to the new order. Customer shall be responsible for any additional fees for additional permitted users, target environments or service data repositories from the agreed activation date and the extension has been made available by TECHNIA. The increased number of subscriptions shall be effective on 1st day of the subsequent month and it will last until the end of the term of the current Service License.

4.5. If Customer wishes to reduce the number of permitted users, target environments or service data repositories, Customer's Subscription Administrator must submit a new order to TECHNIA. Upon TECHNIA approval of the order form and subject to any minimum commitments agreed in the Customer Agreement, TECHNIA shall reduce the Services License to the desired number of permitted users, target environments or service data repositories, according to the new order. The reduction will be made effective from the start of the subsequent subscription period. The Services License reduction request must be received by TECHNIA no less than 60 days prior to activation anniversary date.

If Customer receives notice from TECHNIA or any other third-party that any Customer content or Non-TECHNIA Application must be removed, modified and/or disabled to avoid violating applicable law or third-party rights, Customer will promptly do so. If requested by TECHNIA, Customer shall confirm such deletion and discontinuance of use in writing and TECHNIA shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. If Customer does not take required action in accordance with the above, or if in TECHNIA's judgment continued violation is likely to reoccur, TECHNIA may disable the impacted Service and/or Non-TECHNIA Application. In addition, if TECHNIA is required by any third-party

rights holder to remove content, TECHNIA may discontinue Customer's access to said content through the Services.

5. FEES & PAYMENTS

5.1. Customer shall pay TECHNIA the fees, charges and other amounts specified in the Customer Agreement.

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 periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.

Except as otherwise specified herein or in an Order Form, (i) fees are based on Services subscriptions purchased and not actual usage, and (ii) payment obligations are non-cancellable and fees paid are non-refundable.

5.2. Any prices are exclusive of VAT and other applicable taxes and duties (which shall be paid by Customer in the manner and at the rate prescribed by law.)

5.3. TECHNIA reserves the right to make adjustments to the Service, including pricing, upon each renewal. TECHNIA shall provide Customer at least 30 days prior notice of any proposed pricing changes or material modifications to the Services.

5.4. Payment shall be made within thirty (30) days of the date of invoice. In case of late payment, TECHNIA may, without prejudice to any other right or remedy available to TECHNIA, charge interest on the unpaid amount in accordance with the applicable statutory rate and receive reimbursement for costs of collection, including without limitations, reasonable legal fees. TECHNIA shall also have the right to:

- a. Suspend or terminate Customer's access to the Services,
- b. terminate the Agreement for cause, or treat the Agreement as having been wrongfully terminated by Customer, and/or
- c. claim compensation for any loss or damage of any kind due to such late payment and/or termination of Agreement.

6. CUSTOMER DATA

6.1. TECHNIA does not own any electronic data or information contained in any database, template or other similar documents submitted by Customer through the Service ("Customer Data"). Customer, not TECHNIA, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and TECHNIA shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

TECHNIA will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data.

6.2. The Services may entail that TECHNIA process personal data as described in the Customer Agreement, as a data processor, on behalf of Customer, as a data controller. This is further described in the Data Processing Agreement and Privacy Policy & Security Statement as defined in respective appendices, which are hereby incorporated into this Agreement by this reference.

6.3. Customer agrees and acknowledges that since the Services are provided to Customer by TECHNIA, the data processing agreement is entered into with TECHNIA as data processor.

6.4. In connection with any personal data that is submitted to the Services, Customer warrants that Customer owns or has the necessary licenses, rights, consents, and permissions to use any and all personal data to enable inclusion and use of the personal data in the manner contemplated by the Services.

6.5. Notwithstanding the above, Customer agrees that TECHNIA may collect and use technical information (activity, feature, and usage pattern) gathered from Customer and/or its users in order to facilitate and improve the functionality and identify support needs of the Services as well as improve the Services.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Subject to the limited rights expressly granted hereunder, TECHNIA, on its own behalf and on behalf of its Affiliates and any licensor(s) thereof, reserves all rights, title and interests in and to the Services and Services Software, including all related intellectual property rights. No rights are granted to Customer hereunder other than per the Services License.

7.2. Unauthorized use of the Services constitutes unlawful infringement of intellectual property rights and may lead to liability for damages and other remedies in accordance with applicable law and this Agreement.

8. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

8.1. TECHNIA undertakes to defend, indemnify and hold harmless Customer from and against any and all damages, costs and expenses payable by Customer as a result of any third-party claim, suit or proceeding brought against Customer based on the allegation that Customer's use of the Services (so long as in full compliance with the terms of this Agreement) constitutes an infringement of any third-party intellectual property rights; provided that (i) TECHNIA has been notified in writing and without undue delay of such claim, suit or proceeding, and (ii) TECHNIA is given authority, reasonable information, and assistance (to a reasonable extent by Customer and at TECHNIA's expense) to settle the claim and control the defense of any suit or proceeding.

8.2. If the Services become, or in TECHNIA opinion is likely to become, the subject of any such claim, suit or proceeding, TECHNIA may, at its sole discretion and expense:

- a. procure for Customer the right to continue to use the Services in accordance with the Agreement; and/or
- b. replace the allegedly infringing parts of the Services with non-infringing functional equivalents; and/or
- c. modify the Services so that they become non-infringing without detracting from function or performance; or
- d. if in TECHNIA's opinion none of the options set out above are commercially feasible, terminate the Agreement and refund Customer for any pre-paid amounts.

8.3. TECHNIA shall have no obligations under this Section (Infringement of Intellectual Property Rights) to the extent a claim is caused by, or results from:

- a. Customer's combination or use of the Services with software, services, or products developed by Customer or a third party(ies);
- b. modification of the Services or Services Software by anyone other than TECHNIA;
- c. Customer's continued use of the allegedly infringing activity after being notified thereof or after being provided modifications or replacements that would have avoided the alleged infringement;
- d. Customer's use of the Services in a manner not in accordance with the Agreement or TECHNIA written instructions; and/or
- e. an allegation not stating with specificity that the Services are the basis thereof.

8.4. Customer shall indemnify, defend and hold harmless TECHNIA and its Affiliates from and against any and all damages, costs and expenses (including reasonable fees of attorneys and other professionals) incurred as a result of any claim, suit or proceeding brought against TECHNIA or an Affiliate of TECHNIA based on the allegation falling under clause 8.3 immediately above.

9. CONFIDENTIALITY

9.1. The content of the Agreement shall at all times be kept strictly confidential by Customer and not be disclosed to any third party without the prior written consent of TECHNIA (such consent not to be unreasonable withheld).

9.2. All information, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a party, any of its Affiliates or to any of their affairs or other business matters, shall at all times be kept strictly confidential and not be used for any other purpose than the performance or enforcement of the Agreement.

9.3. The restrictions in clause 9.1 and 9.2, respectively, shall not apply to information:

- a. that was already known to the receiving party or otherwise in its possession prior to the time of its disclosure, without any obligation of confidentiality; or
- b. that was obtained by the receiving party in good faith without restriction from a third party; or
- c. become public knowledge without any wrongful disclosure by receiving party.

9.4. The party using or disclosing any information or documentations with reference to any of these exceptions bears the burden of proof to establish that the relevant exception applies.

10. LIMITATION OF LIABILITY

10.1. CUSTOMER AGREES THAT TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW NEITHER TECHNIA NOR ANY AFFILIATE OF TECHNIA SHALL BE RESPONSIBLE TO CUSTOMER, AND CUSTOMER WAIVES ANY RIGHTS OR RECOURSE AGAINST TECHNIA OR ANY AFFILIATE THEREOF FOR ANY LOSS OF INFORMATION, LOSS-OF-PROFIT, BUSINESS INTERRUPTIONS, DOWNTIME, COST OF COVER, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, CUSTOMER'S USE OF ANY WORK PRODUCT OR DOCUMENTATION, REGARDLESS OF WHETHER TECHNIA OR AN AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TECHNIA TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE LESSER OF: (i) THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, AND (ii) 100,000€. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

10.2. Any claim for compensation of any kind towards TECHNIA shall be notified to TECHNIA without undue delay and at latest three (3) months after the relevant Service was delivered by or from TECHNIA, unless a specific warranty given prescribe a longer period.

10.3. The limitations of liability set forth herein do not apply in case of willful misconduct or gross negligence.

11. FORCE MAJEURE

11.1. If and to the extent that either Party's performance of its obligations under the Agreement is impeded or made unreasonably onerous by circumstances beyond its reasonable control that it could

not reasonably expected to have taken into account at the time the Agreement was entered into, or to have avoided or overcome the effects of, such Party shall be released from liability in damages and any other penalties for delay in performing or failure to perform such obligations. Upon the occurrence of a force majeure event, the Party unable to perform shall, if and as soon as possible, provide written notice to the other Party indicating that a force majeure event has occurred and detailing how such force majeure event impacts the performance of its obligations. Each Party will maintain during the Term, appropriate business continuity and disaster recovery plans, procedures, facilities and equipment to restore operation of their respective properties and services within a reasonable period of time under the circumstances.

12. TERMINATION

12.1. Subject to any agreed minimum subscription periods for the services set out in the Customer Agreement, the Agreement is valid until it is terminated by one of the parties without reason and with reason with 30 days' written notification. The termination becomes effective at the end of the period the termination is made.

12.2. Upon the termination of this Agreement for any reason:

- a. any amounts owed to TECHNIA under this Agreement before such termination will become immediately due and payable; and
- b. each party will destroy/delete or return to the other all confidential of the other party in its possession or control (as directed by the disclosing party.) Customer's access to the Services and the Services License will cease as of termination date. Customer agrees and accepts that TECHNIA will delete the Customer Data upon termination. Prior to termination, Customer may request TECHNIA to make available such Customer Data in an agreed format on a time and material basis within a retention period of 30 days from termination date.

12.3. Notwithstanding termination or expiry of this Agreement, the rights and duties of the parties under sections 6, 7, 8, 9, 10, 11, 12 and 13 will survive the termination or expiration of this Agreement.

13. DISPUTES & GOVERNING LAW

13.1. Any dispute, controversy or claim arising out of, or in connection with, the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitration proceeding shall be English (unless otherwise is agreed by the disputing Parties).

13.2. All arbitral proceeding conducted pursuant to clause 13.1, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceeding shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award, nor be disclosed to any third part without the prior written consent of the party which the information relates.

13.3. Notwithstanding the foregoing, TECHNIA may take any legal action necessary at any court of competent jurisdiction in Customer's country of residence for collection of delayed payments. The parties do hereby accept that the jurisdiction of such court shall apply for such purpose.

13.4. The Agreement, including this clause 13, shall be governed by and construed in accordance with Swedish law.

14. MISCELLANEOUS

14.1. Customer may not assign any of its rights or obligations under the Agreement without TECHNIA prior written consent.

14.2. TECHNIA is entitled to sub-contract a third party to perform any of its obligations under the Agreement without Customer's consent.

14.3. Changes and additions to the Agreement must be in writing and duly executed by the parties.

14.4. This Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person or entity

14.5. All correspondence and notifications pursuant to the Agreement shall be in writing.

14.6. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

14.7. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.