AGREEMENT FOR EMBEDDED SERVICES

The provisions set out in this Agreement ("**Agreement**") between Affinio Inc. ("**Affinio**") and _____("**Client**") apply to and govern the provision of Affinio's Embedded Services, as defined below. This Agreement is effective as of the last date beneath the parties' signatures below (the "**Effective Date**"). The parties agree as follows:

1.   DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Agreement and any exhibits, schedules and addenda attached to or incorporated by reference hereto.

"**Client**" means the entity named above together with its Affiliates which have signed Order Forms.

"**Client Data**" means electronic data and information stored in the Data Warehouse and used by Client with the Embedded Services.

"**Data Provider**" means a third party who provides datasets to Client under an agreement between Data Provider and Client.

"**Data Warehouse**" means the Client's data storage instance on a data warehousing platform provided by a Data Warehouse Provider.

"**Data Warehouse Provider**" means the provider of the Data Warehouse under an agreement between the Data Warehouse Provider and Client.

"**Embedded Services**" (AKA "native apps") means any combination of embedded applications that are ordered by Client under an Order Form, made available by Affinio via a third party and used by a Client in its Data Warehouse.

"**Malicious Code**" means code, files, scripts, agents or programs including, for example, viruses, worms, time bombs, infected files and Trojan horses or other computer programming routines that are intended to or reasonably may damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, or property of another.

"**Order Form**" means an ordering document, including any addenda and supplements thereto, specifying the services to be provided hereunder that is entered into between Client and Affinio or any of their Affiliates. By entering into an Order Form, an Affiliate agrees to be bound by this Agreement as if it were an original party hereto.

"**Personal Data**" means any information relating to an identified or identifiable natural person.

"**Reports**" means the results, in graphical, tabular or report form, generated by Client using the Embedded Services to process the Client Data.

"**Third Party Datasets**" means datasets provided by a Data Provider which are used by the Client with Client Data and the Services.

"**Third Party Service Provider**" means (i) a Data Provider, (ii) a Data Warehouse Provider, (iii) a container services provider and (iv) a private or public cloud provider.

"**User**" means a natural person who is authorized by Client to use the Embedded Services, to whom Client has supplied a user identification and password.

2.   SUBSCRIPTION FOR EMBEDDED SERVICES

2.1 <u>Subscription</u>. Subject to Client's payment of all applicable fees, Affinio hereby grants to Client a subscription to use and access the Embedded Services in accordance with these Terms of Service and the applicable Order Forms.

2.2 The Embedded Services will comply with all applicable laws, subject to Client's use of the Embedded Services in accordance with this Agreement, the Order Forms, and applicable laws and regulations.

2.3 Affinio represents and warrants that (i) the Embedded Services will not contain Malicious Code; (ii) receipt of the Embedded Services will not introduce Malicious Code into Client's Data Warehouse and (iii) Affinio will not have access to the Client Data, including any Personal Data contained therein.

2.4. Affinio may change, discontinue, or deprecate any part of the Embedded Services or change or remove features or functionality of the Embedded Services. Client's continued use of the Embedded Services as updated or modified shall be deemed acceptance of such changes.

3.   CLIENT RESPONSIBILITIES

3.1 <u>Client Responsibilities</u>. Client will (a) be responsible for its Users' compliance with the terms of this Agreement and their actions in accessing and using the Embedded Services, (b) be responsible for the accuracy, quality and legality of Client Data and the means by which Client acquired Client Data, and (c) transfer, access and use Embedded Services only in accordance with this Agreement, applicable Order Forms, and applicable laws and regulations.

3.2 <u>Embedded Service Restrictions</u>. Client will not, directly or indirectly, and will not permit any User to:

(a)   use the Embedded Services to process or share any Client Data, Third Party Datasets or Reports that: (i) Client does not have the lawful right to process or share, as applicable; (ii) would violate any confidentiality or fiduciary obligations of Client if so processed or shared, as applicable; (iii) that infringes, misappropriates or otherwise violates any intellectual property or other proprietary rights of any third party (including any copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of privacy or publicity); (iv) is tortious, defamatory, obscene, or offensive; or (v) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability;

(b) share, license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, syndicate, offer on a service bureau, rental or managed service basis, create links to, frame or mirror on any other server, data warehouse or other device, or otherwise exploit or make the Embedded Services available to any third party other than the party named in the Order Form, or use or perform the Embedded Services for the benefit of a third party;

(c) alter or remove any proprietary notices, branding, trademarks or legends contained within the Embedded Services;

(d)   attempt to gain access to the source code of the Embedded Services and any other software provided as part of the Embedded Services;

(e)   access the Embedded Services for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Embedded Services;

(f)   copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Embedded Services or any part thereof or otherwise attempt to discover any source code or modify the Embedded Services; copy, host, publish, distribute or modify the

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Embedded Services in whole or in part, except for copying as reasonably necessary for back-up purposes; and

(g)   interfere with, disrupt, impede, disable, defeat, avoid, bypass, remove, deactivate or otherwise circumvent any features or functionality of the Embedded Services, including, without limitation, any mechanism used to restrict or control the functionality of any software protection or monitoring mechanisms of the Embedded Services.

4.   OWNERSHIP OF INTELLECTUAL PROPERTY

4.1 <u>Reservation of Rights in the Services</u>.   The Embedded Services are proprietary to Affinio and protected under applicable copyright, patents, trademark and trade secret laws. The parties acknowledge and agree that at all times Affinio is the owner of the Embedded Services and retains all rights, title and interest in and to the Embedded Services, including any and all updates, modifications, customizations, translations, derivative works, adaptations and copies thereof, irrespective of the manner of creation or the medium or form in which they may exist. This Agreement does not grant the Client any ownership interest in or to the Embedded Services, but only a limited right to use.

4.2 <u>Ownership of Client Data and Reports</u>. The parties acknowledge and agree that Client is the owner of the Client Data and Reports.

4.3 <u>Publicity and Promotion</u>. Affinio and Client may each publicize its business relationship with the other party. Each party grants to the other party a revocable, nonexclusive license to display their respective trademarks on each party's website and the Data Warehouse Provider's website and or/data marketplace.

4.4. <u>Feedback</u>. Client grants to Affinio a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its Embedded Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Client or Users.

5.   THIRD PARTY SERVICES

5.1 Client acknowledges that the ability to use the Embedded Services requires Client to obtain and maintain an active account in good standing with applicable Third Party Service Providers. Client is wholly responsible for (a) where applicable, selection and use of any Third Party Service Providers; (b) obtaining, implementing and maintaining any services provided by Third Party Services Providers; and (c) payment of all fees and costs for the purchase, implementation and maintenance of any services provided by Third Party Service Providers.

5.2 <u>Third Party Services Terms and Requirements</u>. Client acknowledges and agrees that its use of Third Party Datasets, the Data Warehouse and any other services provided by Third Party Services Providers is governed by the terms of use, license agreement, privacy policies or any other such agreement between Client and the applicable Third Party Service Provider providing such services.

5.3. Affinio does not warrant any services provided by a Third Party Service Provider and will not be liable, directly or indirectly, for any damages, losses, delay, failure or error: (a)(i) caused by or alleged to be caused by, or (ii) in connection with use or reliance on services provided by Third Party Service Provider; (b) by the acts or omissions of a Third Party Service Provider; or (c) for the acts or omissions required pursuant to a Third Party Service Provider's terms and conditions and any agreement between the Third Party Service Provider and Client. Client assumes sole responsibility for the establishment of appropriate privacy and security measures to govern and control access to the Data Warehouse, the Client Data, Third Party Datasets and any private or public cloud.

6. FEES

6.1 <u>Fees</u>. Client will pay to Affinio fees for the Embedded Services set out in the applicable Order Forms or Exhibit (separately and collectively, the "**Fees**"). Client is responsible for confirming the accuracy of all Order Forms and invoices.

Unless otherwise set out in the applicable Order Form or Exhibit, Client will pay all Fees in accordance with the following provisions:

(a)   Client agrees to pay all Fees invoiced;

(b)   invoices issued to Client are due and payable within 30 days of the date of the applicable invoice;

(c)   interest will be charged on outstanding overdue balances at a rate of 12% per annum or the maximum allowable by law, whichever is less; and

(e)   Fees are non-refundable except as otherwise provided herein.

6.2. <u>Invoices.</u> Invoices will be sent only to the billing contact listed on the Order Form via email. Client is responsible for maintaining and confirming the accuracy of all billing information and updating such information where necessary. Affinio will not be responsible for misdirected invoices. Client will issue any purchase order numbers within five (5) days of the Effective Date of the Order Form. Failure to issue purchase order numbers within that time period will not act to extend or delay issuance of the invoice and the subsequent start of the payment-due period.

6.3 <u>Suspension of Service.</u> If any Fee owing by the Client is 30 days or more overdue, Affinio may, without limiting any other rights and remedies, revoke access to the Embedded Services until the amounts are paid in full.

6.4 <u>Taxes</u>. Fees are exclusive of all sales, use, gross receipts, value-added, GST/HST, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) imposed by taxing authorities. The Client shall be responsible for payment of, and indemnify Affinio from, of all such taxes, levies, or duties, excluding only taxes based solely on Affinio's income or net profits. If Affinio has the legal obligation to pay or collect taxes for which the Client is responsible, the appropriate amount shall be invoiced to and paid by the Client unless the Client provides Affinio with a valid tax exemption certificate authorized by the appropriate taxation authority.

7. TERM AND TERMINATION

7.1 <u>Terms of Service.</u> This Agreement commences on the Effective Date. The Embedded Services shall be provided until all Order Forms for these Services expire or have been terminated.

7.2 <u>Termination</u>.

(a) In addition to any other termination right set out in this Agreement, either party has the right to, and may, terminate all Order Forms, along with this Agreement, upon notice to the other party:

    (i) if the other party commits a material breach of any provision of these Terms of Service or an Order Form and, if capable of being cured, does not cure such breach within ten days after receiving notice from the non-breaching party of such breach; or

    (ii) in the event of the liquidation or insolvency of, the appointment of a receiver or similar officer for, or the assignment for the benefit of creditors by the other party, or the filing of a petition in bankruptcy by or against the other party.

(b) Affinio may terminate the applicable Order Form, along with these Terms of Service, upon notice to Client in the event that Affinio's ability to support or offer the Embedded Services or any part thereof is impeded by the actions of one or more third parties.

7.3 <u>Consequences of Termination</u>. Upon expiration or termination of these Terms of Service, Client will immediately cease all access to and use of the Embedded Services.

8.   DISCLAIMERS

EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE EMBEDDED SERVICES AND REPORTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND CLIENT'S USE OF THE EMBEDDED SERVICES AND REPORTS ARE AT ITS SOLE RISK. EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, THERE ARE NO WARRANTIES OR CONDITIONS IN RESPECT OF THE EMBEDDED SERVICES OR THE REPORTS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. CLIENT IS SOLELY RESPONSIBLE FOR THE SELECTION, INTERPRETATION AND USE OF ANY RESULTS OBTAINED FROM THE EMBEDDED SERVICES, AND THE REPORTS, AND FOR ENSURING THAT THEIR USE DOES NOT VIOLATE ANY LEGAL OBLIGATIONS (WHETHER IMPOSED BY STATUTE, CONTRACT OR OTHERWISE) OR OBLIGATIONS IMPOSED UNDER APPLICABLE INDUSTRY GUIDELINES AND PRINCIPLES.

9.   INDEMNIFICATION

9.1   <u>Indemnification by Affinio</u>. Subject to Section 9.2 below, Affinio will indemnify and defend Client, its present and future officers, directors, employees, agents, licensors, and suppliers, from any and all damages, expenses, costs or losses suffered by Client, as finally awarded against Client by a court of competent jurisdiction ("**Client Losses**"), including any reasonable outside attorneys' fees and court costs incurred by Client in respect of the foregoing, that are solely and directly attributable to any claim, proceeding, or suit brought by a third party against Client alleging that (a) the Embedded Services infringes any validly issued patent or copyright or (b) receipt of the Embedded Services is solely responsible for a security breach of Client's Data Warehouse resulting in the unauthorized exposure of Client's Personal Data or (c) a breach of Section 11 ("Confidentiality") of this Agreement resulted in the unauthorized exposure of Client's Personal Data (each, a "**Claim Against Client").** If Affinio receives information about an infringement claim related to the Embedded Services, Affinio may, in its sole discretion and at no cost to the Client, modify the Embedded Services so that they are no longer claimed to infringe.

9.2   Affinio will have no obligation under Section 9.1 in respect of any Client Losses or Claim Against Client to the extent that such Client Losses or Claim Against Client arises out of or is based upon: (i) receipt or use of the Embedded Services by Client for purposes not intended by or in violation of these Terms of Service; or (ii) in respect of section 9.1(a), any modification of the Embedded Services not made or authorized in writing by Affinio where such infringement would not have occurred absent such modification. Affinio will have no obligation under Section 9.1 for Claims Against Client or Client Losses arising out of or based on inappropriate use or sharing of Client Data or Reports in breach of applicable laws, or a Client's breach of these Terms of Service or any Order Form.

9.3 <u>Indemnification by Client</u>. Client will indemnify and defend Affinio, its present and future officers, directors, employees, agents, licensors, suppliers and any third party service providers to the Embedded Services from any and all damages, expenses, costs or losses suffered by Affinio, as finally awarded against Affinio by a court of competent jurisdiction ("**Affinio Losses**"), including any

reasonable outside attorneys' fees and court costs incurred by Affinio in respect of the foregoing, that are solely and directly attributable to any claim, proceeding, or suit brought by a third party against Affinio, resulting from any breach of Client's obligations under Section 3 ("Client Responsibilities"), Section 5 ("Third Party Services") or Section 11 ("Confidentiality") by Client (each, a "**Claim Against Affinio**"). Notwithstanding the foregoing, Client shall not be obligated to indemnify Affinio for any act or omission of Affinio that constitutes negligence or breach of a duty imposed on Affinio by applicable law.

9.4 <u>Procedure.</u> (i) The indemnitee shall give the indemnitor prompt written notice of any Claim; (ii) the indemnitee shall give the indemnitor full and complete control over the defense and settlement of the Claim; (iii) the indemnitee shall provide assistance, at the indemnitor's sole cost, in connection with the defense and settlement of the Claim as the indemnitor may reasonably request; and (iv) the indemnitee will not settle any Claim without the indemnitor's prior written consent, such consent not to be unreasonably withheld.

9.5 <u>Exclusive Remedy.</u> This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

10. LIMITATION OF LIABILITY

10.1 <u>Direct Damages.</u> Except for amounts payable under the parties' indemnification obligations in Section 9, neither party's liability with respect to any single incident arising out of or related to this agreement will exceed the greater of (i) the amount paid by Client for the Embedded Services in the preceding twelve months or (ii) $50,000, provided that in no event will either party's aggregate liability arising out of or related to this agreement exceed the total amount paid by Client hereunder. This section will apply irrespective of the nature of the cause of action, demand or claim, including breach of contract (including fundamental breach), negligence, tort, or any other legal or equitable theory; provided, however, that this section will not apply to Client's obligation to pay fees or taxes under the applicable agreement(s).

10.2 <u>Consequential and Related Damages</u>. To the extent permitted by applicable law, neither Affinio nor Client and their respective Affiliates, directors, officers, employees and agents will be liable for any indirect, special, exemplary, incidental, cover or consequential damages or damages for loss of business profits, revenues or good will; business interruption; loss of business information or other pecuniary loss; lost or corrupted data; loss of computer time; failure to realize expected savings; and any other commercial or economic loss of any kind, irrespective of whether the party has advance notice of the possibility of such damages.

11. CONFIDENTIAL INFORMATION

11.1 <u>Definitions</u>. "**Confidential Information**" of a party means all information of such party that is disclosed by such party to the other party or obtained by the other party in connection with the applicable Order Form, Exhibit, or these Terms of Service and is either marked as "confidential" or "proprietary" or is information that a reasonable person would understand to be confidential or proprietary; provided, however, that a party's Confidential Information does not include: (a) information already known or independently developed by the other party outside the scope of the applicable Order Form or these Terms of Service by personnel not having access to any Confidential Information of such party; (b) information that is publicly available through no wrongful act of the other party, or (c) information received by the other party from a third party who was free to disclose it without confidentiality obligations. Client Data and Reports are Confidential Information of the Client. The Embedded Services and any performance data, benchmark results, security

assessments and all other technical information relating to the Embedded Services are Confidential Information of Affinio.

11.2 <u>Covenant</u>. Affinio and Client hereby agree that during the Term and at all times thereafter it (the **"Recipient"**) will not: (a) disclose any Confidential Information of the other party (the **"Discloser"**) to any person or entity, except to its own personnel, Affiliates or contractors having a "need to know", and to such other recipients as the Discloser may approve; (b) use Confidential Information of the Discloser except to exercise its rights or perform its obligations under the Order Form(s) or these Terms of Service; or (c) alter or remove from any Confidential Information of the Discloser any proprietary legend. The Recipient will use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event will less than due diligence and reasonable care be exercised. Notwithstanding anything in this Section 11, the Recipient may disclose the Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under the applicable Order Form or these Terms of Service or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure (to the extent legally permissible) and reasonably cooperates with the Discloser to seek an appropriate protective order if required by the Discloser.

11.3 <u>Injunctive Relief</u>. Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief will be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

12.   GENERAL

12.1 <u>Modification and Waiver</u>. These Terms of Service may not be modified unless agreed to in writing by both Client and Affinio. Any consent to or waiver of a breach by a party, whether express or implied, will not constitute a consent to or waiver of or excuse for any other different or subsequent breach unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Except as otherwise provided herein, no term or provision hereof will be deemed waived and no breach excused.

12.2 <u>Interpretation</u>. The division of these Terms of Service into Articles and Sections, and the insertion of headings, are for convenience of reference only and will not affect the construction or interpretation of these Terms of Service. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Where the words "including", "include" or "includes" are used in these Terms of Service, they mean "including (or include or includes, as applicable) without limitation". The language used in these Terms of Service is the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

12.3 <u>Assignment</u>. Client may not assign these Terms of Service or any of Client's rights or obligations hereunder, in whole or in part, without the prior written consent of Affinio. Affinio may assign these Terms of Service or any of Affinio's rights or obligations hereunder, in whole or in part, without Client's consent. Any purported assignment in violation of this Section 12.3 shall be null and void.

12.4 <u>Governing Law</u>. These Terms of Service will be governed by and construed in accordance with the internal law of the State of New York and the federal laws of the United States of America applicable hereto without reference to conflict of laws provisions. The parties hereby irrevocably attorn to the exclusive jurisdiction and venue of the state and federal courts sitting in the County of New York, State of New York over any dispute arising hereunder. The parties hereby expressly

exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, as amended, replaced or reenacted from time to time.

Affinio and Client agree that, unless prohibited by law, any proceedings to resolve or litigate any dispute arising hereunder will be conducted solely on an individual basis, and that Client will not seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which Client acts or proposes to act in a representative capacity. Client further agrees that, unless prohibited by law, no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of Affinio and all parties to any such proceeding. Client hereby waives any right it may have to a trial by jury.

12.5 <u>Severability</u>. If any part of these Terms of Service is held to be unenforceable or invalid, it will be severed from the rest of these Terms of Service, which, along with each applicable Order Form, will continue in full force and effect.

12.6 <u>Entire Agreement</u>. These Terms of Service and any schedules or other documents referred to herein together with all applicable Order Forms, constitute the entire agreement between the parties relating to the Services and supersede all prior and contemporaneous written and oral agreements, representations and other communications between the parties, and will inure to the benefit of and be binding upon each of Client and Affinio and their respective successors and permitted assigns. The parties agree that any term or condition stated in a Client purchase order or other Client order documentation is void. In the event of any conflict or inconsistency between the Order Form and these Terms of Service, the applicable Order Form shall govern.

12.7<u> Relationship to Other Agreements.</u> Client may be receiving access to Affinio's web-based services under a separate agreement and/or order form with Affinio. In such case, that separate agreement will govern Client's access to the other Affinio services, but will not govern Client's access to the services being provided under this Agreement. This Agreement does not amend any other Agreement entered into between Affinio and Client.

12.8 <u>Survival</u>. The sections entitled "Embedded Service Restrictions", "Third Party Services", "Client Promotion", "Taxes", "Reservation of Rights In Services", "Ownership of Client Data and Reports", "Consequences of Termination", "Disclaimers", "Indemnification", "Limitation of Liability, "Confidential Information", and "General", and Client's obligation to pay any amounts or fees due and payable hereunder will survive the termination or expiry of these Terms of Service.

12.9 <u>Notice</u>. Any notice, consent or approval required or permitted to be given in connection with these Terms of Service (in this Section referred to as a "**Notice**") will be in writing and will be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery) or transmitted to the applicable contact person and address identified in the applicable Order Form or, if Notice is being given to Affinio:

> General Counsel
>
> P.O. Box 29099, Halifax Shopping Centre
>
> Halifax, Nova Scotia, B3L 4N9
>
> CANADA

or emailed to:

> Legal@affinio.com

Any Notice delivered or transmitted to a party as provided above will be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice

is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice will be deemed to have been given and received on the next business day.

12.10 <u>Anti-Bribery.</u> Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with these Terms of Service.

12.11 <u>Export Compliance.</u> Client will not export the Embedded Services nor permit any User to access or use the Embedded Services in a country named on Canada's Area Control List under Canada's *Export and Import Permits Act*, in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea), or in violation of any Canadian or U.S. export law or regulation. By using the Embedded Services, Client represents and warrants that it is not located in any such country or on any such list.

12.12 <u>Relationship of the Parties</u>. The parties are independent contractors. The Terms of Service does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.13 <u>Counterparts.</u> The Terms of Service may be executed electronically and in counterparts.

Signed by each party's authorized representative:

CLIENT   **AFFINIO INC.**

Name: Name:

Signature   Signature

Title: Title:

Date: Date: