

Last revised 9 November 2017: All content from wasabi.com/legal

This Storage Platform Terms of Use ("Agreement") is a binding legal contract between you and Wasabi. By accessing and using Wasabi's data storage platform ("Storage Platform") and using the data storage services that Wasabi provides through the Storage Platform ("Storage Services"), you acknowledge that you have read and understand these terms and you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you are not permitted to access or use the Storage Services or the Storage Platform and Wasabi is not willing to grant to you any right to use or access the Storage Services or the Storage Platform. In such event, you may not access or use the Storage Services or the Storage Platform.

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THE STORAGE PLATFORM OR THE STORAGE SERVICES, OR ANY PORTION THEREOF, CLICKING ANY "I ACCEPT" OR OTHER SIMILAR BUTTON, COMPLETING ANY REGISTRATION PROCESS, OR DOWNLOADING ANY SOFTWARE, YOU REPRESENT THAT (1) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH WASABI TECHNOLOGIES, INC., AND (2) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE COMPANY YOU REPRESENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU DO NOT HAVE PERMISSION AND YOU MAY NOT ACCESS OR USE THE STORAGE SERVICES OR THE STORAGE PLATFORM.

The Storage Platform is licensed to you, not sold. Except for the limited license granted in this Agreement, Wasabi and its licensors retain all right, title and interest in the Storage Platform and all proprietary rights in the Storage Platform, including copyrights, patents, trademarks and trade secret rights.

Grant of Limited License. Subject to the terms and conditions of this Agreement, Wasabi hereby grants to Subscriber a revocable, personal, non-exclusive, non-transferable, and non-sublicensable license to access and use the Storage Platform.

Limitations on License. The license granted to you in this Agreement is restricted as follows:

- **Limitations on Reverse Engineering and Modification.** Subscriber acknowledges and agrees it shall not reverse engineer, disassemble, reconstruct, decompile, copy, or create derivative works of the Storage Platform, or any aspect or portion thereof, or Wasabi Confidential Information, including source code or algorithms.
- **Limitations on Copying, Distribution, Third Party Use.** Subscriber acknowledges and agrees it shall not (i) provide access to the Storage Platform, except to authorized users or employees who are bound in writing by use and confidentiality restrictions which are no less protective of those contained in this Agreement; (ii) distribute or disclose the Storage Platform to third parties including, but not limited to, by means of display; or (iii) use any robot, spider, other automatic device or program or manual process to copy or reproduce the Storage Platform.
- **No Interference.** Subscriber acknowledges and agrees it shall not (i) interfere with the functionality of the Storage Platform by (A) uploading, storing, emailing, posting, linking, transmitting, distributing, publishing or otherwise disseminating any material that contains software viruses, Trojan horses, worms, time bombs, or any other computer code, file or program designed to interrupt, destroy or limit the functionality of the Storage Platform; (B) disrupting the normal flow of the Storage Platform, causing a screen to scroll faster than it can be usable or acting in a manner that limits another user's use of the Storage Platform; (C) otherwise modifying the Storage Platform or interfering or attempting to interfere with the proper operation of the Storage Platform or the use of the Storage Platform by third parties, including through the use of any device, software or routine; or (ii) use the Storage Platform to disrupt the servers or networks connected to the web servers with respect to the Storage Platform.
- **Proprietary Notices.** Subscriber acknowledges and agrees it shall not remove or modify any identification, trademark, copyright, proprietary marking, restrictive legends or other notice from any aspect of the Storage Platform.
- **Restrictions on Information Uploaded.** Subscriber acknowledges and agrees it shall not upload, store, post, email, transmit, distribute, publish or otherwise disseminate on or through the Storage Platform (A) any information that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous or racially or ethnically objectionable, or promotes such activity; (B) any unauthorized advertising, junk mail, spam, chain letters, or any other form of solicitation; or (C) any information or content that, to the best of Subscriber's knowledge, infringes any patent, trademark, trade secret, or other proprietary rights or any contractual rights of any party.
- **Compliance with Applicable Law.** You are solely responsible for ensuring your use of the Storage Platform is in compliance with any and all applicable local, state, federal, or international laws, and rules and regulations, including, but not limited to, laws regarding the transmission through the Storage Platform of technical data or software exported from the United States and/or the countries in which you reside, and all local laws and regulations regarding online conduct and acceptable content.

Account Registration. During the registration process, you will be asked to create an account, which includes a unique sign-in name, password, and perhaps certain additional information that will assist in authenticating your identity when you log-in in the future (collectively, "Registration Information"). When creating your account, you must provide true, accurate, current, and complete information and maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. If you

provide any information that is untrue, inaccurate, not current, or incomplete, or Wasabi has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Wasabi may suspend or terminate your account. Each sign-in name and corresponding password can be used by only one subscriber. You understand and agree that you are solely responsible for maintaining the privacy and security of your Registration Information. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. In the event that your sign-in name or password are compromised or you are aware of any unauthorized activity being conducted with your Registration Information, you agree to immediately notify Wasabi. Wasabi will not be liable for any loss or damage caused by any unauthorized use of your account.

Payment Terms. Subscriber will pay Wasabi the fees set forth on the website or in the applicable Order Form (if used) with respect to the Storage Services provided hereunder during the term of this Agreement (the "Fees"). If requested, Wasabi will invoice Subscriber for any pre-approved expenses every 30 days in arrears. All amounts stated in an Order Form or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Subscriber will pay all undisputed invoices within thirty (30) days of receipt of an invoice. Subscriber agrees to pay a late fee on amounts not paid during that thirty (30) day period at one and one-half percent (1.5%) per month or the maximum interest rate allowed by applicable law, if less. Subscriber is solely responsible for payment of all taxes, including sales, use, value-added or other taxes or levies in connection with the use of the Storage Platform, except taxes imposed upon Wasabi's net income or personnel.

Ownership

- **Storage Platform.** The Storage Platform and all associated intellectual property, materials, content, features, and services provided through Wasabi's web site, and the design, selection and arrangement thereof, is proprietary to Wasabi and is protected by the applicable state, federal, and international intellectual property laws. Wasabi retains all rights, title, and interests in the Storage Platform, together with all derivative works, modifications, enhancements, and upgrades. Any rights not expressly granted in these Terms are reserved by Wasabi, and all implied licenses are disclaimed.
- **Subscriber Data.** Any and all information, materials, and documents that Wasabi receives from Subscriber in connection with use of the Storage Platform, in whatever form or medium, ("Subscriber Data") is and shall remain the exclusive and confidential property of the Subscriber or of those third parties designated by Subscriber as having an interest therein. Subscriber and such third parties shall retain all right, title, and interest in and to the Subscriber Data.

Support and Maintenance

- **Support.** During the Term, Wasabi will provide Subscriber with reasonable telephone support during Wasabi's then current business hours. Wasabi will provide Subscriber service updates and bug fixes that Wasabi in its sole discretion makes generally available to its other similarly situated licensees at no charge. However, Subscriber shall not be entitled to receive updates or new releases that include new or different functionality for which Wasabi imposes an additional charge to its Subscribers. Such new or different functionality may be purchased by Subscriber, in its discretion, at Wasabi's then current pricing. Wasabi will use commercially reasonable efforts to correct reproducible failures of the Storage Platform to perform in substantial accordance with its then current documentation. The support and maintenance services described in this Section 6 may be referred to, collectively, as the "Support Services." Premium support may be purchased from Wasabi for an additional fee.
- **Maintenance.** Wasabi will use reasonable efforts to schedule maintenance to the Storage Platform during non-peak usage hours. Wasabi may temporarily limit or suspend the availability of all or part of the Storage Platform if it is necessary for reasons of public safety, security, maintenance of the Storage Platform, interoperability of services, data protection, or to perform work that is necessary for operational or technical reasons.

Confidential Information

- **Confidentiality.** During the course of this Agreement, each Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") certain non-public information or materials relating to the Disclosing Party's products, intellectual property, business, business plans, marketing programs and efforts, customer lists, customer information, financial information, and other confidential information and trade secrets ("Confidential Information"). For the avoidance of doubt, the Storage Platform and Storage Services are the Confidential Information of Wasabi and the Subscriber Data is the Confidential Information of Subscriber. Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the Receiving Party; (ii) is previously known to the Receiving Party prior to the date of disclosure, as evidenced by contemporaneous written records; (iii) is independently developed by the Receiving Party without use of or access to Confidential Information; (iv) is acquired from a third party without any breach of an obligation of confidentiality; or (v) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the Receiving Party upon receiving such subpoena or order shall (i) promptly inform the Disclosing Party in writing, (ii) cooperate with the Disclosing Party in limiting disclosure of the Disclosing Party's Confidential Information, and (iii) shall only disclose that Confidential Information necessary to comply with such subpoena or order. The Receiving Party agrees not to disclose, or permit any third party access to, the Disclosing Party's Confidential Information without prior written permission of the Disclosing Party, except disclosure to and subsequent uses by the Receiving Party's authorized employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the Receiving Party's obligations hereunder. The Receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the Receiving Party uses to protect the Receiving Party's own Confidential Information and trade secrets, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the Disclosing Party

will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the Disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure. On the Disclosing Party's written request or upon expiration or termination of this Agreement for any reason, the Receiving Party will promptly return or destroy, at the Disclosing Party's option, all originals and copies of all documents and materials it has received containing the Disclosing Party's Confidential Information.

- **Information Security.** Consistent with any law or regulation applicable to the Storage Services and Wasabi's then current practices and procedures, Wasabi will maintain and enforce administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of Subscriber's Confidential Information and the Subscriber Data. Wasabi will promptly report to Subscriber any compromise of security that it becomes aware of with regard to Subscriber Data.

Term and Termination

- **Term.** The term of the Storage Services (the "Term") will commence upon your acceptance of this Agreement and will continue for the term specified in the applicable Order Form (if used) unless terminated as set forth in the following section.
- **Termination.** This Agreement will terminate (a) on the thirtieth (30th) day after either party gives the other written notice of a breach by the other of any material term or condition of this Agreement, unless the breach is cured before that day. Wasabi reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Storage Services, at any time and for any reason without liability with thirty (30) days prior notice. In the event of a claim of intellectual property infringement by any third party relating to the Storage Platform, Wasabi may immediately terminate this Agreement.
- **Effect of Termination.** Upon termination of this Agreement or termination of a particular Storage Service for any reason: (a) Subscriber's access to and use of the Storage Platform will cease as of the effective date of termination; (b) Subscriber will pay to Wasabi all undisputed sums due to Wasabi for Storage Services through the effective date of such expiration or termination. At the end of the Term and upon your written request (which may be made by email), Wasabi shall: (i) to the extent technically feasible, archive and export to Subscriber in an open format all Subscriber Data from the Storage Platform; provided, however, that Subscriber shall pay for any bandwidth costs associated with any such archiving and/or exporting listed under Section 9(a) (Subscriber Warranties).
- **Survival.** The following Sections shall survive any termination of the Storage Services: 5 (Ownership); 7 (Confidential Information); 8.2 (Effect of Termination); 9 (Representations and Warranties); 10 (Limitation of Liability); 11 (Indemnification); 12(Feedback); 14 (Miscellaneous Provisions).

Representations and Warranties

- **Subscriber Warranty.** You represent and warrant that (a) you have the full power, capacity, and authority to enter into this Agreement; (b) any Subscriber Data provided by you to Wasabi for use in connection with the Storage Services does not and will not infringe the intellectual property, publicity, or privacy rights of any person and is not defamatory, obscene, or in violation of applicable foreign, federal, state and local laws, rules and regulations (including but not limited to applicable policies and laws related to spamming, privacy, and consumer protection) (collectively, "Applicable Law"); (c) your use of the Storage Services and Storage Platform will be in compliance with all Applicable Law; and (d) you will not interfere with or attempt to interrupt the proper operation of the Storage Platform through the use of any virus, device, software or routine, or access or attempt to gain access to any non-Subscriber Data, files, or passwords related to the Storage Platform through hacking, password mining, or any other improper means.
- **Wasabi Warranty.** During the Term, Wasabi represents and warrants (i) the Storage Services will substantially comply with the documentation; (ii) it shall use commercially reasonable efforts to screen the Storage Platform for viruses, Trojan horses, worms, and other similar intentionally harmful or destructive code; and (iii) it shall comply with Applicable Law in performing this Agreement. In the event of a breach of the warranty in Section 9(b)(i), Wasabi's sole and exclusive liability and Subscriber's sole and exclusive remedy will be to perform the defective Storage Service again. In the event Wasabi is unable through reasonable efforts to correct the defective Storage Service within thirty (30) days from receipt of notice from Subscriber of the breach, Subscriber may elect to terminate this Agreement and receive a pro-rated refund of any pre-paid, unused recurring fees for the non-conforming Storage Services.
- **Disclaimer.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE STORAGE SERVICES AND STORAGE PLATFORM IS AT YOUR SOLE RISK AND THAT THE STORAGE SERVICES AND STORAGE PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND THAT THE OPERATION OF THE STORAGE PLATFORM MAY NOT BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9, WASABI MAKES NO WARRANTIES IN CONNECTION WITH THE STORAGE SERVICES OR STORAGE PLATFORM OR OTHERWISE WITH RESPECT TO THESE TERMS OF SERVICE AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT THAT WASABI MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. THE STORAGE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT WASABI AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEB SITES, COMPUTERS, OR

NETWORKS. WASABI WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. YOU ARE RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF YOUR DATA.

Limitation of Liability NEITHER WASABI NOR ITS VENDORS AND LICENSORS WILL HAVE ANY LIABILITY TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, TRADING LOSSES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING USE OF OR INABILITY TO USE THE STORAGE PLATFORM, STORAGE SERVICES, OR SUPPORT SERVICES. THE TOTAL LIABILITY OF WASABI AND ITS VENDORS AND LICENSORS TO SUBSCRIBER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR THE STORAGE PLATFORM, STORAGE SERVICES, AND SUPPORT SERVICES, IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGE (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE) WILL NOT EXCEED THE TOTAL FEES PAID HEREUNDER BY SUBSCRIBER DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY WILL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

Indemnification

- **Subscriber Indemnity.** Subscriber will defend, indemnify, and hold harmless Wasabi and its affiliates, and each of their officers, directors, shareholders and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with (i) any third-party claims that any information and/or data Subscriber provides to Wasabi for Storage Services infringes, misappropriates, or violates any third-party patents, copyrights, trade secrets, trademark, contractual, or other intellectual property or proprietary rights, (ii) any claims arising from or relating to Subscriber's breach or alleged breach of its representations and warranties hereunder, (iii) Subscriber's or its personnel's use or misuse of the Storage Platform or Storage Services in breach of this Agreement.
- **Wasabi Indemnity.** Wasabi will defend, indemnify, and hold harmless Subscriber and its affiliates, and each of their officers, directors, shareholders and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) arising from a claim by a third party that Subscriber's licensed use of the Storage Platform infringes that third party's United States patent, copyright, or trade secret rights. The foregoing indemnification obligation of Wasabi is contingent upon Subscriber promptly notifying Wasabi in writing of such claim, permitting Wasabi sole authority to control the defense or settlement of such claim and providing Wasabi reasonable assistance (at Wasabi's sole expense) in connection therewith. If a claim of infringement under this Section 11(b) occurs, or if Wasabi determines a claim is likely to occur, Wasabi will have the right, in its sole discretion, to either (i) procure for Subscriber the right or license to continue to use the Storage Platform free of the infringement claim, or (ii) modify the Storage Platform to make it non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to Wasabi, Wasabi may, in its sole discretion, immediately terminate this Agreement and return the prorated portion of any pre-paid, unused fees for the relevant Storage Platform. Notwithstanding the foregoing, Wasabi will have no obligation with respect to any claim of infringement that is based upon or arises out of (i) the use or combination of the Storage Platform with any hardware, software, products, data, or other materials not provided by Wasabi, (ii) modification or alteration of the Storage Platform by anyone other than Wasabi, (iii) use of Storage Platform in excess of the rights granted in this Agreement, or (iv) any specifications or other intellectual property provided by Subscriber, including the Subscriber Data (collectively, the "Excluded Claims"). The provisions of this Section 11(b) state the sole and exclusive obligations and liability of Wasabi and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Storage Platform or this Agreement, and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed.

Feedback. You may provide suggestions, comments or other feedback (collectively, "Feedback") regarding Wasabi's products and services, including the Storage Platform and Storage Services. Feedback is voluntary. Wasabi may use Feedback for any purpose without obligation of any kind. To the extent a license is required under your intellectual property rights to make use of the Feedback, you grant us an irrevocable, world-wide, non-exclusive, perpetual, fully-paid-up, royalty-free license to use the Feedback in connection with our business, including the enhancement of the Storage Platform and the provision of products and services to our customers.

Export and Import Restrictions; Trade Compliance. In connection with this Agreement, both Wasabi and Subscriber will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Storage Platform, including your transfer and processing of your Subscriber Data and the provision of your Subscriber Data to third parties. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

Miscellaneous Provisions

- **Affiliates, Subcontractors and Vendors.** Some or all of the Storage Services, including Support Services, may be provided by Wasabi's affiliates, agents, subcontractors and information system vendors. The rights and obligations of Wasabi may

be, in whole or in part, exercised or fulfilled by the foregoing entities. Wasabi shall ensure such entities comply with all relevant terms of this Agreement and any failure to do so shall constitute a breach by Wasabi.

- **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law. The parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in Suffolk County, Massachusetts for all suits, actions or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions, or proceedings arising out of or relating to this Agreement.
- **No Waiver.** No waiver of any rights is to be charged against either party unless such waiver is in writing signed by an authorized representative of the party. Neither the failure nor any delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
- **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent.
- **Force Majeure.** Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, or any other non-economic reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party (collectively, a "Force Majeure Event"), provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses commercially reasonable efforts to limit the resulting delay in its performance.
- **Assignment.** Subscriber may not assign this Agreement without the prior written consent of Wasabi.
- **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement.
- **Relationship of the Parties.** The parties agree that Wasabi will perform its duties under this Agreement as an independent contractor. Nothing contained in this Agreement will be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed or retained by Wasabi who perform duties related to this Agreement will remain under the supervision, management, and control of Wasabi.
- **Entire Agreement; Amendment.** This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein.
- **Notices.** Any written notice or demand required by this Agreement will be sent by registered or certified mail (return receipt requested), personal delivery, overnight commercial carrier, or other guaranteed delivery to the other party at the address provided by the other party. The notice will be effective as of the date of delivery if the notice is sent by personal delivery, overnight commercial courier or other guaranteed delivery, as of five (5) days after the date of posting if the notice is transmitted by registered or certified mail. Any party may change the address at which it receives notices by giving written notice to the other party. Notwithstanding the foregoing, day-to-day communications and notifications under this Agreement (excluding notices of default, renewal, termination and indemnification) may be made through other reliable means, including through email.