

## SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into by and between New Explorers Educational, INC ("Company"), a corporation organized and existing under the laws of British Columbia, with its principal place of business located at 230 1210 Summit Drive, Kamloops, V2C 6M1, BC, Canada, and [University Name] ("University"), collectively referred to as the "Parties."

### Preamble (Recitals)

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WHEREAS, the Company has developed a software application known as Quizly ("Software"), designed to assist in preventing academic-stress-related mental health disorders among undergraduate and graduate students through AI-powered learning tools and streamlined exam preparation;

WHEREAS, the University desires to offer the Software to its students as part of its educational services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

### Definitions

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#### 1. Definitions

1.1 "Software" refers to the Quizly application, including all associated services, features, and content provided by New Explorers Educational, INC.

1.2 "User" refers to any individual student at the University who uses the Software.

1.3 "**University**" refers to [University Name], including its faculty, staff, students, and IT staff who are authorized to use and manage the Software.

1.4 "**Personal Information**" refers to any information that identifies an individual User, including but not limited to first name, last name, date of birth, email address, password (if applicable), gender, and student number.

1.5 "**User-Generated Content**" refers to all content created by Users within the Software, including but not limited to audio recordings, transcriptions, multiple-choice questions (MCQs), and any other content generated through the use of the Software.

1.6 "**Previously Copyrighted Materials**" refers to any content, such as books, articles, slides, or other materials, that are copyrighted by third-party authors and may be used by Users within the Software.

1.7 "**Third-Party Services**" refers to external services, including APIs such as OpenAI, used by the Software to provide certain functionalities, including but not limited to transcribing audio to text and generating MCQs.

1.8 "**IT Staff**" refers to the University's personnel responsible for moderating User-Generated Content, providing first-level technical support to Users, and managing the University's instance of the Software.

1.9 "**Agreement**" refers to this Service Agreement and any amendments, addendums, or schedules hereto.

1.10 "**Parties**" refers collectively to New Explorers Educational, INC and the University.

1.11 "**Term**" refers to the duration of this Agreement as specified herein.

1.12 "**Confidential Information**" refers to all non-public information disclosed by one Party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

## Scope of Agreement

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### 2. Scope of Agreement

**2.1 Provision of Software:** The Company agrees to provide the Software to the University by publishing the application on Apple's App Store and Google's Play Store. The Software will be made recognizable to Users by incorporating the University's name, colors, and other branding elements in the app store listings. In addition to the mobile application, certain aspects of the Software intended for use by the University's IT staff will be deployed on a Company-managed cloud infrastructure, with access enabled for designated University staff.

**2.2 University's Responsibilities:** The University agrees to ensure that its students and IT staff comply with this Agreement. The University's IT staff will be responsible for moderating User-Generated Content and providing first-level technical support to students.

**2.3 Access and Usage:** The Software will be accessible to Users through the University's systems, either via integration with the University's LDAP or Active Directory, or through accounts pre-created by the Company based on information provided by the University. The University is responsible for providing accurate and up-to-date information for account creation.

**2.4 Compliance with Laws:** The University agrees to use the Software in compliance with all applicable laws and regulations, including those related to data privacy and intellectual property.

**2.5 Modification of Services:** The Company reserves the right to modify, update, or discontinue any aspect of the Software at its discretion, provided that the Company gives the University reasonable notice of any material changes that may affect the University's use of the Software.

**2.6 Support Services:** The Company will provide technical support to the University's IT staff as needed, and the IT staff will, in turn, provide first-level technical support to the students. The Company may also offer additional support services subject to separate terms and conditions.

**2.7 Data Usage and Retention:** The Company will collect, use, and retain data as outlined in this Agreement. The University acknowledges that the Company may use third-party services to process data and that the Company is not obligated to disclose the specific third-party services used.

**2.8 Limitation of Use:** The Software is intended for educational purposes only. Users must use the Software solely for its intended purposes, and any misuse may result in termination of access as outlined in this Agreement.

**2.9 License to Use University Branding:** The University grants the Company a non-exclusive, royalty-free, worldwide license to use the University's name, logo, and branding ("University Branding") in connection with the operation, marketing, and promotion of the Quizly Software. This includes, but is not limited to:

Displaying the University Branding on the Company's website, in promotional materials, and in videos.

Publishing and maintaining the University's version of the Quizly app on Apple's App Store and Google's Play Store under the Company's developer account, including the right to update or remove the app as necessary, particularly in the event of contract termination.

The University represents and warrants that it has all necessary rights to grant this license and agrees to indemnify and hold the Company harmless from any claims arising from the use of the University Branding in accordance with this section.

## User Obligations

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### 3. User Obligations

**3.1 Appropriate Use:** Users are required to use the Software solely for its intended educational purposes, specifically for making audio recordings of their notes based on course materials and generating multiple-choice questions (MCQs). Users must not use the Software for any unlawful or unauthorized purposes.

**3.2 Prohibited Activities:** Users are expressly prohibited from engaging in the following activities:

- **3.2.1 Reverse Engineering:** Attempting to reverse engineer any prompts used by the Quizly API or any part of the Software, including but not limited to, communications with third-party APIs such as OpenAI.
- **3.2.2 Unauthorized Access:** Recording audio notes or taking any action designed to extract or reveal information about the Software's underlying systems, including prompts, data structures, or integration practices.
- **3.2.3 Inappropriate Content:** Recording audio notes that contain abusive, hateful, or otherwise inappropriate content directed at any individual or group.
- **3.2.4 System Manipulation:** Attempting to manipulate the Software by artificially accelerating the pace of audio recordings (e.g., recording a 10,000-word text in under 60 seconds) or otherwise tricking the system to bypass established controls.
- **3.2.5 Resource Misuse:** Engaging in activities that may cause system overload, downtime, or excessive expenses to be incurred by either the University or the Company.
- **3.2.6 Intellectual Property Infringement:** Attempting to reverse-engineer, copy, or reproduce any part of the Software or related systems that are the intellectual property of the Company.

- **3.2.7 Content Restrictions:** Creating or sharing audio recordings that contain Previously Copyrighted Materials for which the User does not possess the appropriate license or authorization.

**3.3 Compliance with IT Policies:** Users must comply with any IT policies or guidelines set forth by the University that pertain to the use of the Software. The University's IT staff may enforce these policies and take appropriate action in response to any violations.

**3.4 Account Security:** Users are responsible for maintaining the security of their accounts and must not share their login credentials with others. If a User suspects that their account has been compromised, they must immediately notify the University's IT staff.

**3.5 Consequences of Violations:** Any violation of these obligations may result in the termination of the User's access to the Software, as detailed in the **Termination** section of this Agreement. The Company reserves the right to pursue legal action against Users and, if applicable, the University, to recover damages resulting from such violations.

**3.6 Age Requirement:** The Software is intended for use by individuals who are at least 13 years old. By using the Software, the University represents and warrants that it will not permit any student under the age of 13 to use the Software. The University is responsible for ensuring compliance with all applicable laws and regulations related to children's online privacy and protection.

## **Data Collection, Usage, and Retention**

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### **4. Data Collection, Usage, and Retention**

#### **4.1 Data Collection:**

- **4.1.1 Personal Information:** The Company will collect Personal Information from Users, including but not limited to first name, last name, date of birth, email

address, password (where applicable), gender, and student number. This data is necessary to create and maintain User accounts and ensure proper functioning of the Software.

- **4.1.2 Audio Recordings:** The Software collects audio recordings created by Users as part of its core functionality. These recordings are temporarily stored on the Company's servers while they are being processed.
- **4.1.3 Technical Data:** The Company may collect additional technical data, such as device information, IP addresses, and usage logs, to ensure the security and performance of the Software.

#### 4.2 Data Usage:

- **4.2.1 Personalized Experience:** Collected data will be used to provide a personalized experience within the Software, including the creation of customized MCQs from Users' audio notes.
- **4.2.2 Analytics and Reporting:** The Company may use aggregated and anonymized data to generate analytics and reports for the University to assist in educational insights and improvements.
- **4.2.3 Communications:** The Company reserves the right to send email communications to Users regarding product updates, new features, or other relevant information. Users may opt out of these communications at any time by following the unsubscribe link provided in the emails.

#### 4.3 Data Sharing:

- **4.3.1 Third-Party Services:** Audio recordings and their transcriptions may be shared with third-party services, such as OpenAI, to perform functions like transcribing audio to text and generating MCQs. Users agree to the privacy policies of these third-party services by using the Software.
- **4.3.2 Compliance with Legal Requests:** The Company may share Personal Information with government authorities or other third parties when required by law, or in response to a lawful request.

- **4.3.3 University Access:** The University may request access to certain data for administrative purposes, provided such access is in compliance with privacy laws and regulations.

#### **4.4 Data Retention:**

- **4.4.1 Retention Period:** All data is retained for as long as the User maintains an active account. Data retention beyond account deactivation will be managed according to the scenarios outlined below.
- **4.4.2 Backup Data:** User data may be retained in backups even after account deactivation or deletion. This data will be deleted gradually as old backups are replaced with new ones.
- **4.4.3 Data Retention:** Data is retained for as long as the University remains a customer of the Company, and the Software is available to its students.

#### **4.5 User Rights:**

- **4.5.1 Account Deactivation:** Users may request account deactivation by contacting [support@quizly.ca](mailto:support@quizly.ca). The Company will process this request in accordance with the Data Retention policies outlined in this Agreement.
- **4.5.2 Opting Out of Communications:** Users may opt out of email communications from the Company at any time by following the unsubscribe link in the emails. In case of any issues with unsubscribing, Users should contact [support@quizly.ca](mailto:support@quizly.ca) to resolve the matter.
- **4.5.3 Access to User-Generated Content:** Users may access their User-Generated Content for as long as their accounts remain active. Upon account deactivation, Users will no longer have access to this data via the Software.

## **User-Generated Content and Intellectual Property Rights**

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### **5. User-Generated Content and Intellectual Property Rights**



**5.1 Ownership of User-Generated Content:** All User-Generated Content, including but not limited to transcriptions of audio recordings, generated questions, and answers, becomes the property of the Company at the time of their creation, except as specified in Section 5.2. This ownership includes all intellectual property rights in the User-Generated Content, excluding any underlying Previously Copyrighted Materials.

**5.2 Previously Copyrighted Materials:** When a recorded audio note is an exact quote of a Previously Copyrighted Material, such as a book, article, or PowerPoint slides, the copyrights on the transcribed audio note are retained by the original author. The User is responsible for ensuring they have the necessary rights or licenses to use such materials in connection with the Software. Derived content, such as questions and answers generated from these materials, is owned by the Company, but this ownership does not extend to the underlying copyrighted material itself.

**5.3 Licensing of User-Generated Content:** The Company grants the University and its students a non-exclusive, royalty-free, non-transferable license to use, share, copy, and reproduce User-Generated Content strictly for educational purposes within the scope of this Agreement. This license does not include the right to sublicense or distribute User-Generated Content outside of the University's educational environment.

**5.4 Copyright Compliance:** Users and the University are responsible for ensuring that any materials they record, transcribe, or share through the Software do not infringe on the intellectual property rights of third parties. The University agrees to indemnify and hold the Company harmless against any claims arising from the unauthorized use of Previously Copyrighted Materials by Users. The Company disclaims all liability for any misuse of copyrighted materials by Users.

**5.5 Sharing of User-Generated Content:** When a set of questions or transcriptions is shared by a User with other students or instructors through the Software's sharing capabilities, the recipients of this content do not acquire ownership of the User-Generated Content. They are granted permission to further share these materials only within the educational context and in compliance with all applicable copyright laws and the terms of this Agreement.

**5.6 Prohibited Use of User-Generated Content:** Users may not use, distribute, or share User-Generated Content in a manner that violates the terms of this Agreement, any applicable copyright laws, or outside the University's educational environment. The University is responsible for ensuring that its students comply with these restrictions.

## Prohibited Activities

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### 6. Prohibited Activities

**6.1 Reverse Engineering:** Users are prohibited from attempting to reverse engineer, decompile, or disassemble any part of the Software, including any prompts used by the Quizly API in communication with third-party services like OpenAI, or any other proprietary algorithms, source code, or processes used within the Software.

**6.2 Unauthorized Access:** Users may not record audio notes or take any other action designed to extract or reveal information about the Software's underlying systems, including but not limited to prompts, data structures, or integration practices.

**6.3 Inappropriate Content:** Users are prohibited from recording, uploading, or sharing any content through the Software that contains abusive, hateful, or otherwise inappropriate language or imagery directed at any individual or group.

**6.4 System Manipulation:** Users may not attempt to manipulate the Software by artificially accelerating the pace of audio recordings (e.g., recording a 10,000-word text in under 60 seconds) or otherwise tricking the system to bypass established controls or limitations.

**6.5 Resource Misuse:** Users are prohibited from engaging in activities that may cause system overload, downtime, or excessive expenses for either the University or the Company. This includes, but is not limited to, creating excessive or unnecessary data requests, spamming, or engaging in denial-of-service attacks.

**6.6 Intellectual Property Infringement:** Users may not attempt to copy, distribute, or create derivative works from any part of the Software or related systems that are the intellectual property of the Company.

**6.7 Content Restrictions:** Users may not create, record, or share audio notes that contain Previously Copyrighted Materials unless they have the appropriate license or authorization to do so. Users must adhere to all copyright laws and respect the intellectual property rights of third parties.

**6.8 Security Vulnerabilities:** Users are required to report any discovered security vulnerabilities in the Software to support@quizly.ca immediately. Users may not publicly disclose or share any information about security vulnerabilities with third parties, as such actions could pose a risk to the Software, the Company, the University, and its students.

**6.9 Intentional Discovery of Vulnerabilities:** Users may not intentionally attempt to discover or exploit any security vulnerabilities in the Software or related systems.

**6.10 User Interference:** Users may not engage in any activities that prevent or disrupt other Users' access to or use of the Software. This includes, but is not limited to, tampering with the Software or related systems, or attempting to access another User's account without authorization.

**6.11 System Incapacitation:** Users are prohibited from attempting to incapacitate the Software or related systems in any way, including but not limited to, launching malware, viruses, or other harmful code that could damage the Software, related systems, or data.

**6.12 Additional Prohibited Activities:** The Company reserves the right to designate additional activities as prohibited at any time, with or without notice to Users, if such activities are deemed harmful to the Software, the Company, the University, or its students. Any activities retroactively designated as prohibited will be enforced as if they were originally included in this Agreement.

## **Liability and Disclaimers**

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## 7. Liability and Disclaimers

**7.1 Limitation of Liability:** The Company shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or use, incurred by the University, its students, or any third party, arising out of or in connection with the use or inability to use the Software, whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not the Company has been advised of the possibility of such damages.

**7.2 Disclaimer of Warranties:** The Software is provided on an "as-is" and "as-available" basis. The Company expressly disclaims all warranties of any kind, whether express, implied, or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Company does not warrant that the Software will meet the University's requirements, be uninterrupted, timely, secure, or error-free, or that any defects in the Software will be corrected.

**7.3 Indemnification:** The University agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- 7.3.1 The University's use of the Software;
- 7.3.2 The University's breach of any term of this Agreement;
- 7.3.3 The unauthorized use of Previously Copyrighted Materials by Users;
- 7.3.4 Any claim that User-Generated Content infringes or misappropriates the intellectual property rights of any third party.

**7.4 No Guarantee of Results:** The Company makes no guarantee regarding the results or outcomes that may be achieved through the use of the Software. The University acknowledges that the Software is a tool designed to assist with educational activities, and the Company does not guarantee any specific level of academic performance or success as a result of using the Software.

**7.5 Compliance with Laws:** The University is responsible for ensuring that its use of the Software complies with all applicable local, provincial, federal, and international laws and regulations. The Company shall not be liable for any violations of such laws or regulations by the University or its students.

**7.6 Force Majeure:** The Company shall not be liable for any failure or delay in performance of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, embargoes, government orders, or other force majeure events.

## Termination Rights

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### 8. Termination Rights

**8.1 Termination by the Company:** The Company reserves the right to terminate this Agreement and the University's access to the Software:

- 8.1.1 Immediately, if the University or its students violate any terms of this Agreement;
- 8.1.2 With 90 days' written notice, for any reason, even if the University has not breached the terms of this Agreement.

**8.2 Termination by the University:** The University may terminate this Agreement by providing 90 days' written notice to the Company, provided that neither party has breached the terms of this Agreement. The University may also terminate this Agreement immediately in the event of a material breach by the Company.

### 8.3 Effect of Termination:

- **8.3.1 Cessation of Access:** Upon termination of this Agreement, the University and its students will lose access to the Software. The Company will ensure a

smooth transition, but it may take up to two weeks to fully terminate access for all users and IT staff.

- **8.3.2 Data Retention:** Upon termination, the Company will process the retention and deletion of data as outlined in Section 4.4. This includes the removal of Personal Information and User-Generated Content from active systems, though data may remain in backups for a period of time as part of standard data retention policies.
- **8.3.3 Financial Obligations:** Termination of this Agreement does not release either party from any financial obligations that have accrued up to the date of termination. This includes any outstanding invoices and charges incurred during the wind-down period as access to the Software is terminated.
- **8.3.4 User-Generated Content:** Users will no longer have access to their User-Generated Content through the Software after termination. Any content stored on the University's or Users' own devices remains the responsibility of the University and its students.

**8.4 Survival of Terms:** The provisions of this Agreement that by their nature should survive termination (including but not limited to Sections 5, 6, 7, 8.3, and 9) shall continue to apply even after termination.

**8.5 Discretionary Termination by the Company:** The Company reserves the right to terminate this Agreement at will, with or without cause, by providing 90 days' written notice to the University. In such cases, the Company will work with the University to ensure a smooth transition and minimize any disruption to the University's operations.

## Dispute Resolution

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## 9. Dispute Resolution

**9.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, without regard to its conflict of law principles.

**9.2 Negotiation and Mediation:** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties shall first attempt to resolve the matter through good faith negotiation. If the dispute cannot be resolved through negotiation within 30 days, the parties agree to submit the dispute to mediation before pursuing any other legal remedies.

**9.3 Arbitration:** If the dispute is not resolved through negotiation or mediation, it shall be finally settled by binding arbitration in accordance with the Arbitration Act of British Columbia. The arbitration shall be conducted by a single arbitrator, mutually agreed upon by the parties, or, if the parties cannot agree, appointed by the British Columbia International Commercial Arbitration Centre (BCICAC). The arbitration shall take place in British Columbia, Canada, and the language of the arbitration shall be English.

**9.4 Costs of Arbitration:** Each party shall bear its own costs and expenses associated with the arbitration, including legal fees, and shall equally share the costs of the arbitrator and the arbitration proceedings, unless the arbitrator determines that it is appropriate to award the prevailing party its costs and expenses, including reasonable legal fees.

**9.5 Injunctive Relief:** Notwithstanding the foregoing, either party may seek injunctive relief or other equitable remedies from any court of competent jurisdiction to prevent or address any unauthorized use of the Software or violation of intellectual property rights, without first engaging in negotiation, mediation, or arbitration.

**9.6 Exclusive Jurisdiction:** Subject to the arbitration clause above, any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of British Columbia, Canada, and each party irrevocably submits to the jurisdiction and venue of such courts.

## Financial Obligations

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### 10. Financial Obligations

**10.1 Fees and Payment Terms:** The University agrees to pay the Company the fees as specified in the invoice or any other written agreement between the Parties. Payment is due within 15 calendar days of the invoice date unless otherwise agreed upon in writing. Late payments may be subject to interest charges at the rate of 1.5% per month or the maximum rate permitted by law, whichever is higher.

**10.2 Invoicing:** The Company will invoice the University for all fees associated with the Software. The detailed pricing structure, including applicable charges and rates, is outlined in the appendix to this Agreement.

**10.3 Taxes:** The Company will apply PST (Provincial Sales Tax) and GST (Goods and Services Tax) to all applicable charges. The University is responsible for paying these taxes as required by law.

**10.4 Adjustments and Disputes:** If the University disputes any invoiced amount, it must notify the Company in writing within 7 days of the invoice date, providing detailed documentation of the dispute. The Parties will work in good faith to resolve the dispute promptly. The University shall pay all undisputed amounts while the dispute is being resolved.

**10.5 Refunds and Credits:** All sales are final, and no refunds will be issued unless specifically agreed upon by the Parties in writing. Any credits or adjustments granted by the Company will be applied to future invoices unless otherwise agreed.

**10.6 Currency:** All payments and invoices shall be made in \_\_\_\_\_. If no currency is specified, payments shall be made in Canadian dollars (CAD).

**10.7 Suspension of Services:** The Company reserves the right to suspend access to the Software if the University fails to make any payment when due. The Company will



provide notice of its intent to suspend services, and the University will have 3 business days to remedy the payment default before suspension occurs.

**10.8 Termination for Non-Payment:** In addition to the termination rights specified in Section 8, the Company reserves the right to terminate this Agreement immediately if the University fails to make any payment within 15 days of the due date, and such failure is not cured within 3 business days after the Company provides notice of the non-payment.

## Miscellaneous

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### 11. Miscellaneous

**11.1 Entire Agreement:** This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral, regarding such subject matter. Any amendments or modifications to this Agreement must be in writing and signed by both Parties.

**11.2 Amendments:** The Company reserves the right to amend this Agreement from time to time. Any amendments will be communicated to the University via email or through the Software and will become effective 7 days after such communication, unless the University objects in writing within that period. If the University objects to the amendment, the Parties will work in good faith to resolve the issue. Continued use of the Software after the effective date of any amendment will constitute acceptance of the amended terms. Upon acceptance, these amendments will be considered part of the Entire Agreement as outlined in Section 11.1.

**11.3 Assignment:** Neither Party may assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except that

the Company may assign this Agreement without such consent to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

**11.4 Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to render it valid and enforceable, and the remaining provisions of this Agreement shall remain in full force and effect.

**11.5 Waiver:** No waiver of any term or condition of this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of such term or condition or any other term or condition. Any waiver must be in writing and signed by the Party granting the waiver.

**11.6 Notices:** All notices, requests, consents, claims, demands, waivers, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given:

- 11.6.1 When delivered by hand (with written confirmation of receipt);
- 11.6.2 When received by the addressee if sent by a nationally recognized overnight courier (receipt requested);
- 11.6.3 On the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours.

**11.7 Points of Contact:** Each Party shall designate a primary point of contact for matters related to this Agreement. The initial points of contact for each Party are as follows:

- **For the University:**
  - Name: [University Contact Name]
  - Title: [University Contact Title]
  - Email: [University Contact Email]
  - Phone: [University Contact Phone]
- **For the Company:**
  - Name: [Company Contact Name]
  - Title: [Company Contact Title]

- Email: [Company Contact Email]
- Phone: [Company Contact Phone]

The points of contact specified may be used for the electronic delivery of notices and invoices. Each Party agrees to notify the other in writing of any changes to the designated point of contact within 5 business days of such change.

**11.8 Relationship of the Parties:** The Parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties. Neither Party has the authority to bind the other or incur obligations on behalf of the other Party without the other Party's prior written consent.

**11.9 Headings:** The headings in this Agreement are for reference purposes only and shall not affect the interpretation or construction of this Agreement.

**11.10 Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding for all purposes.