



SAAS END-USER AGREEMENT

Martello Technologies Corporation Inc., a corporation duly incorporated pursuant to the laws of the Province of Ontario, whose registered office and place of business is at 390 March Road, Suite 110, Kanata, Ontario, Canada, K2K 0G7, and its subsidiaries and affiliates including GSX GROUPWARE SOLUTIONS, Inc., a corporation, with offices at 185 Alewife Brook Parkway, Suite 410, Cambridge, MA 02138, SAVISION, Inc., a Delaware corporation, with offices at 320 Decker Drive, Suite 100, Irving, TX 75062, hereinafter collectively referred to as "**MARTELLO**", has granted CUSTOMER certain limited rights in respect of the Software and/or Services, which may include training, installation and integration, configuration, maintenance (including updates and upgrades, if applicable) and support, consulting and professional services among other things. Where MARTELLO has granted CUSTOMER or User, as applicable (each, an "**END-USER**"), a right to access and use the Software and/or Service pursuant to a valid agreement, such right is granted subject to the terms and conditions of this Agreement.

THIS AGREEMENT BETWEEN END-USER AND MARTELLO SHALL AUTOMATICALLY TAKE EFFECT UPON AND, IN CONSIDERATION OF THE USE OF THE SOFTWARE AND THE SERVICE, END-USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT UPON THE EARLIER OCCURRENCE OF ONE OF THE FOLLOWING EVENTS: (A) END-USER ACCESSES OR USES THE SOFTWARE AND/OR SERVICE; (B) END-USER ENTERS INTO AN AGREEMENT WITH MARTELLO PURSUANT TO WHICH END-USER OBTAINS THE RIGHT TO ACCESS AND/OR USE THE SOFTWARE AND/OR SERVICES, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT; OR (C) END-USER CLICKS "I AGREE" OR OTHERWISE SIGNIFIES THEIR INTENTION TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS AN AGENT, EMPLOYEE OR USER OF AN ENTITY, HE/SHE/THEY REPRESENT AND WARRANT THAT: (I) THEY ARE DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, ITS AFFILIATES AND ALL USERS WHO ACCESS AND/OR USE THE SOFTWARE AND/OR THE SERVICES; AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR IF END-USER DOES NOT AGREE WITH THIS AGREEMENT, USER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS OR USE THE SOFTWARE AND/OR SERVICE. IF A MARTELLO PARTNER DOWNLOADS OR INSTALLS THE SOFTWARE (IF APPLICABLE) OR ACCESSES AND/OR USES THE SOFTWARE AND/OR SERVICES ON BEHALF OF END-USER AND CHECKS THE BOX THAT STATES "I ACCEPT THE TERMS AND CONDITIONS OF THIS SAAS END USER AGREEMENT", OR ANY SUCH SIMILAR STATEMENT, END-USER IS DEEMED TO HAVE AUTHORIZED SUCH PARTNER TO VALIDLY REPRESENT END-USER TO ENTER INTO THIS AGREEMENT FOR ITS OWN ACCOUNT AND ON ITS BEHALF.

FROM TIME TO TIME MARTELLO AND CUSTOMER MAY PREPARE AND ISSUE DOCUMENTS ANCILLARY TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ORDER FORMS, PURCHASE ORDERS, ACCEPTANCE LETTERS, FORMS, NOTICES, ETC. IN ORDER TO SET UP THE USE OF THE LICENSED PRODUCT(S), TO FACILITATE INVOICING AND BILL PAYMENT AND/OR FOR OTHER PURPOSES. IT IS UNDERSTOOD THAT ALL SUCH DOCUMENTS ISSUED OR ACCEPTED BY EITHER PARTY SHALL NOT VARY THE TERMS OF THIS AGREEMENT AND SHALL BE GOVERNED BY THE TERMS SPECIFIED IN THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY AGREED BY THE PARTIES IN WRITING WITH REFERENCE TO THE SECTION OF THIS AGREEMENT SO VARIED.

1. DEFINITIONS

1.1 In this Agreement, the following terms, in addition to the terms defined elsewhere in this Agreement, shall have the following meanings:

- (a) "**Affiliate**" means any person or entity who directly or indirectly through one or more entities, controls or is controlled by or is under common control with any of the Parties. 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.

- (b) “**Agreement**” means this Agreement as updated by MARTELLO, in its discretion, from time to time and made available at the following website
- (c) “**Applicable Law**” means all laws, regulations, directives, statutes, subordinate legislation, common law and civil codes of any jurisdiction together with all codes of practice having force of law, statutory guidance, regulatory policy or guidance and industry codes of practice.
- (d) “**CUSTOMER**” means the entity or other organization that has executed an agreement, order or other document with MARTELLO and paid the applicable fees to access and/or use the Software and/or Services.
- (e) “**Customer Data**” means all data, works and materials uploaded to or stored within the Software by the END-USER, transmitted by the Software at the instigation of the END-USER, supplied by the END-USER MARTELLO for uploading to, transmission by or storage in the Software, or generated by the Software as a result of the use of the Software by the END-USER but excluding analytics data relating to the use of the Software and server log files.
- (f) “End-User” means the end-user(s) permitted to use the Software or Service pursuant to this Agreement
- (g) “**Intellectual Property Rights**” means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights. These intellectual property rights include copyrights and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs.
- (h) “**Licensed Platforms**” means the specific platforms for which the END-USER is permitted to use the Software or Services, as set out in the agreement or order between End User and MARTELLO
- (i) “**PARTNER**” means the third party through whom END-USER has obtained the Software and Service.
- (j) “**Service**” means any services that MARTELLO provides as set out in the agreement or order between CUSTOMER and. MARTELLO
- (k) “**Software**” means the computer software programs (excluding source code) and software documentation created and/or developed by or for the account of MARTELLO or its PARTNER(S) or any supplier or licensor of MARTELLO or its PARTNER(S), as of the date hereof (until discontinued) or at any time in the future (until discontinued) that is made available as the Service, and any computer software programs (excluding source code) installed or downloaded at the CUSTOMER’S premises in connection therewith, and as set out in the agreement or order between End User and MARTELLO.
- (l) “**Users**” means in the case of an individual accepting these terms on his/her/their own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by END-USER to use a Service, for whom END-USER has purchased a license or subscription, and to whom END-USER has supplied a user identification and password (for Services utilizing

authentication). Users may include, for example, END-USER'S employees, consultants, contractors and agents, and third parties with which END-USER transacts business.

2. SCOPE OF SERVICES

- 2.1 The END-USER is provided with the Software for use as software as a service. Certain Software components, such as robots, probes or agents, may be installed by END-USER at CUSTOMER'S location to permit the operation of the Software. For certainty, the END-USER will access the Service via an Internet connection and the login credentials provided by MARTELLO and must comply at all times with the terms and conditions in this Agreement. MARTELLO is not responsible or liable for the installation or the establishment or maintenance of the END-USER'S Internet connection.
- 2.2 The END-USER will be provided with the Services online by access to the Software with the login credentials in order to identify and authenticate Users. The END-USER is not permitted to provide these credentials to third parties, transfer or otherwise share credentials. The END-USER is responsible for keeping the login credentials confidential and must require the Users to maintain the same confidentiality.
- 2.3 The END-USER is liable for any and all uses and activities in connection with the Software, that is installed at its location, and the Service, that are performed using the login credentials assigned to it. The END-USER shall use reasonable endeavours, including reasonable security measures relating to the login credentials, to ensure that no unauthorized person may gain access to the Software or the Service. The END-USER must notify the MARTELLO immediately if it becomes aware of any unauthorized access to the Software or the Service.
- 2.4 MARTELLO is entitled to change and adapt or discontinue its Services, including the provision of the Software.

3. ACCESS AND USE RIGHTS

- 3.1 Notwithstanding anything contained in the agreement between MARTELLO and CUSTOMER, END-USER'S right to access and/or use the Software and the Service shall be at all times, non-exclusive, non-transferable, non-sub-licensable and time restricted for CUSTOMER'S internal business purposes in accordance with this Agreement. Without limiting the foregoing, END-USER'S use of the Software shall be at all times subject to the following limitations:
 - (a) the Software and the Service may only be used by officers, employees, agents or subcontractors of the CUSTOMER;
 - (b) the Software and the Service is licensed and made available solely for the number of Users, the number of servers and the Licensed Platforms and is subject to any additional limitations set out in the agreement or order between MARTELLO and CUSTOMER;
 - (c) the CUSTOMER must not make any Service or the Software available to anyone other than END-USERS, or use any Service or the Software for the benefit of anyone other than the END-USERS, unless expressly stated otherwise under this Agreement;
 - (d) the END-USERS must not sell, resell, license, sublicense, distribute, make available, rent or lease any Service or the Software, or include any Service or the Software in a service bureau or outsourcing offering;
 - (e) the END-USERS must not interfere with or disrupt the integrity or performance of any Service or third-party data contained therein;

- (f) the END-USERS must not permit direct or indirect access to or use of any Service or the Software in a way that circumvents a contractual usage limit
- (g) the END-USERS must not work around any technical limitations or by-pass or delete any of the copy protection methods that prevent the unauthorized copying or use of the Software;
- (h) the END-USERS must not modify, copy, or create derivative works based on a Service or the Software or any part, feature, function or user interface thereof;
- (i) the END-USERS must not copy content part of the Software and/or Service;
- (j) the END-USERS must not frame or mirror any part of any Service or the Software, other than framing on END-USER's own intranets or otherwise for END-USER's own internal business purposes;
- (k) the END-USERS must not take any technical possession, except as expressly directed by MARTELLO, or control of the Software;
- (l) the END-USERS must not translate, reverse compile, decompile, reverse engineer, disassemble, decode, or otherwise attempt to discover the source code of the Software;
- (m) the END-USERS must not access or use the Software or the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person;
- (n) the END-USERS must not conduct or request that any third party conduct any load testing or penetration testing on the Software or the Service without the prior written consent of MARTELLO; and
- (o) the END-USERS must not build a product or service using similar ideas, features, functions or graphics of the Service or the Software and it must not copy any ideas, features, functions or graphics of the Service or the Software.

4. CUSTOMER DATA

- 4.1 To the extent MARTELLO receives access to Customer Data as a result of END-USERS' use of the Software and/or the Service, each END-USER hereby authorizes MARTELLO to process the Customer Data in accordance with and for the purposes described in the Privacy Policy, as updated by MARTELLO from time to time, in its discretion, available at the following website: <https://martellotech.com/privacy/>.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 MARTELLO) and/or its licensors and suppliers own all copyright, trademarks, trade names, patents and other Intellectual Property Rights subsisting in or used in connection with the Services and the Software and any localized versions thereof, including all documentation and source code relating thereto. THE SOFTWARE IS LICENSED, NOT SOLD. This Agreement does not grant END-USER any Intellectual Property Rights in the Software (including the source code thereof) and all right, title and interest in the Software and/or Service not expressly granted to END-USER are reserved by MARTELLO, and its licensors and suppliers.
- 5.2 The structure, organization, and source code of the Software are the valuable trade secrets and confidential information of MARTELLO, and its licensors and suppliers. The Software is

protected by law, including but not limited to the copyright laws of the United States of America, Canada and other countries, and by international treaty provisions.

- 5.3 Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. END-USER may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software or the Service. This Agreement does not authorize END-USER to use MARTELLO's, or its licensors' or suppliers' names or any of their respective trademarks.
- 5.4 MARTELLO is entitled to terminate END-USER'S use and access to the Software and/or the Service in the event of infringement of its Intellectual Property Rights in the Software by the END-USER for good cause or to suspend access temporarily.

6. DISCLAIMERS AND ACKNOWLEDGEMENTS

- 6.1 MARTELLO does not guarantee that the Software is error-free or will operate without interruption.
- 6.2 MARTELLO MAKES NO EXPRESS WARRANTIES TO CUSTOMER REGARDING THE SOFTWARE OR THE SERVICES. THE SOFTWARE IS BEING PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND. MARTELLO DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SOFTWARE OR OTHER PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABILITY QUALITY, OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.
- 6.3 NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MARTELLO, ITS PARTNER(S), ITS DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY BINDING ON MARTELLO.
- 6.4 THE SOFTWARE AND THE SERVICE IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. MARTELLO EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION OF FITNESS FOR SUCH PURPOSES.
- 6.5 WITHOUT LIMITING ANYTHING ELSE IN THIS AGREEMENT, THE END-USER ACKNOWLEDGES THAT COMPLEX SOFTWARE IS NEVER WHOLLY FREE FROM DEFECTS, ERRORS, BUGS AND UNINTERRUPTEDLY ACCESSIBLE. MARTELLO DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SOFTWARE OR THE SERVICE IS ENTIRELY FREE FROM DEFECTS, ERRORS, BUGS AND UNINTERRUPTEDLY ACCESSIBLE.
- 6.6 THE END-USER FURTHER ACKNOWLEDGES THAT COMPLEX SOFTWARE IS NEVER ENTIRELY FREE FROM SECURITY VULNERABILITIES. MARTELLO GIVES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE SOFTWARE OR SERVICE IS COMPLETELY SECURE.

- 6.7 THE END-USER ACKNOWLEDGES THAT THE SOFTWARE IS DESIGNED TO BE COMPATIBLE ONLY WITH CERTAIN BROWSERS. MARTELLO DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SOFTWARE WILL BE COMPATIBLE WITH ALL BROWSERS, SOFTWARE OR SYSTEMS.
- 6.8 THE END-USER ACKNOWLEDGES THAT MARTELLO DOES NOT PROVIDE ANY LEGAL, FINANCIAL, ACCOUNTANCY OR TAXATION ADVICE UNDER THIS AGREEMENT OR IN RELATION TO THE SOFTWARE AND THE SERVICES. MARTELLO DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SOFTWARE OR THE USE OF THE SERVICE BY THE END-USER WILL NOT GIVE RISE TO ANY LEGAL LIABILITY ON THE PART OF THE END-USER OR ANY OTHER PERSON.

7. LIABILITY

- 7.1 MARTELLO is only liable for damages in the case of wilful conduct or gross negligence. MARTELLO's liability for auxiliary persons is excluded. For damages caused directly or indirectly by a defect in the Software, MARTELLO shall only be liable in the case of intentional conduct.
- 7.2 IN NO EVENT SHALL MARTELLO BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, LOSSES DUE TO FORCE MAJEURE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS OF CUSTOMERS, LOST PROFITS, LOST REVENUES OR ANTICIPATED SAVINGS OR EARNINGS, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GSX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF THE USE OF, OR INABILITY TO USE THE SOFTWARE OR OTHER PRODUCTS, OR THE PERFORMANCE OR FAILURE TO PERFORM BY MARTELLO OF ANY PROVISION OF THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OF MARTELLO, ITS EMPLOYEES OR AGENTS.
- 7.3 To the extent that MARTELLO is liable, its maximum total liability is limited to the total amount of paid Fees by the Customer in the last twelve (12) months under this Agreement. This limitation of liability does not apply to the liability for death or personal injury
- 7.4 No liability is assumed for the Software being suitable for the purposes of the Customer and for it working MARTELLO is excluded in the case of non-contractual use by the Customer.
- 7.5 TO THE GREATEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL MARTELLO OR ITS LICENSORS, SUPPLIERS (INCLUDING THIRD PARTY MERCHANTS OF RECORD) OR ASSOCIATED SERVICE PROVIDERS (OR EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES) (THE "**MARTELLO ENTITIES**") BE LIABLE TO END-USER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OF REVENUE OR PROFIT, LOSS OF ANTICIPATED SAVINGS OR EARNINGS, INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF OR DAMAGE TO DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER BASED ON BREACH OF CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH MARTELLO ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY, WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR A FUNDAMENTAL BREACH AND EVEN IF ANY LIMITED

REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY OF CERTAIN DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO END-USER. THE MARTELLO ENTITIES SHALL BE THIRD PARTY BENEFICIARIES IN RESPECT OF THIS PROVISION.

7.6 IN NO EVENT WILL MARTELLO OR THE MARTELLO ENTITIES BE LIABLE FOR THE SOFTWARE OR SERVICE BEING SUITABLE FOR THE PURPOSES OF THE END-USER OR FOR IT WORKING TOGETHER WITH THE END-USER'S EXISTING SOFTWARE AND HARDWARE.

8. **SUSPENSION OR TERMINATION**

8.1 MARTELLO as applicable, may suspend or terminate, in whole or in part, END-USER'S rights of access and use of the Software and Service without prior notice if: (i) the use by the END-USER, in MARTELLO's discretion, poses a risk to the security, integrity or availability of the Software and/or Service or any third party, adversely affects the Software, Services, service offerings, systems or data of a MARTELLO customer, exposes MARTELLO, or either of their service providers to liability, or may be fraudulent; (ii) any END-USER is in breach of this Agreement.

9. **EFFECTS OF SUSPENSION OR TERMINATION**

9.1 Upon suspension or termination of END-USERS' rights of access and use of the Software and Service, all END-USERS shall immediately cease use of the Software and/or Service and END-USERS shall cooperate with MARTELLO to immediately uninstall or otherwise remove and delete from each END-USER's devices and/or systems all copies of the Software that have been installed on such devices and/or systems by END-USER..

9.2 The suspension or termination of END-USERS' rights of access and use of the Software and Service shall not prejudice any other remedies, which MARTELLO may have under this Agreement.

9.3 All terms of this Agreement shall continue following any suspension or termination of this Agreement.

10. **MISCELLANEOUS**

10.1 **Government Use.** The Software and any related documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and accompanying documentation by the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.2 **Applicable Law and Export Regulations.** The END-USERS must access and use the Software and the Service at all times in compliance with Applicable Law. Without limiting the foregoing, the Software is subject to United States, Canadian and international export laws and regulations. CUSTOMER must comply with all Canadian, United States and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, End-Users and end use.

10.3 **Waiver.** Failure or neglect by MARTELLO to enforce any of the provisions hereof at any time shall not be construed or deemed to be a waiver of MARTELLO'S rights hereunder nor in any

way affect the validity of the whole or any part of this Agreement nor prejudice MARTELLO'S rights to take subsequent action. The express waiver by MARTELLO of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

- 10.4 **Severability.** The provisions of this Agreement shall be construed to be valid and enforceable according to Applicable Law. Should any provision hereof be unenforceable or invalid according to Applicable Law, it shall only be unenforceable or void to the extent of such unenforceability or invalidity and shall for the remaining be replaced by a valid and enforceable provision which shall satisfy the legal and economic meaning/result of the ineffective provision. The remaining provisions of this Agreement remain binding and in full force.
- 10.5 **Assignment.** END-USERS may not assign this Agreement. Any purported assignment shall be null and void. MARTELLO may freely assign this Agreement. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns
- 10.6 **Further Assurances.** CUSTOMER shall execute and deliver all such further documents and instruments and do all acts and things as MARTELLO may reasonably require to carry out the full intent and meaning of this Agreement.
- 10.7 **English Language.** The parties hereto have requested that this Agreement and all correspondence and all documentation relating to this Agreement, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.
- 10.8 **Governing Law.** This Agreement shall be construed under and governed by the laws of New York, including its Uniform Commercial Code, without reference to conflict of laws principles. END-USER consents and agrees that the courts of New York shall have the exclusive jurisdiction over any legal action or proceeding arising out of or relating to this Agreement, and END-USER consents to the jurisdiction of such courts for any such action or proceeding and CUSTOMER and User agrees that END-USER will pay to MARTELLO), as applicable, all legal costs and disbursements incurred by MARTELLO as applicable, in enforcing this Agreement.