

**MetaStor® END USER  
LICENSE AGREEMENT  
Last Updated 04/2017**

**IMPORTANT NOTICE: METASOURCE IS WILLING TO MAKE THE SERVICE AVAILABLE TO YOU ONLY IF YOU ACCEPT THE TERMS AND CONDITIONS IN THIS AGREEMENT.**

This License Agreement (“**Agreement**”) is a legal agreement between MetaSource, LLC, a Delaware limited liability company (“**MetaSource**,” “**us**,” or “**we**”) and you, a legal entity for which an account was set up under which this Agreement was accessed (“**Customer**” or “**you**”).

**If you wish to license the Service from MetaSource, you must click on the “I accept the terms and conditions of this Agreement” button. By clicking the “I accept the terms and conditions of this Agreement” button you acknowledge: (a) that you have read and understood this Agreement; and (b) that this Agreement has the same force and effect as an agreement signed with original signatures. If you do not click on the “I accept the terms and conditions of this Agreement” button you will not be able to use the Service. You warrant that you have full authority to accept and perform this Agreement.**

**This Agreement includes a disclaimer of warranties, a disclaimer of liability, as well as a release and indemnification by you, in Sections 10, 11 and 12. Please review those sections (and all other terms) carefully.**

**1. Service.** Subject to the terms and conditions of this Agreement, during the Term, MetaSource will provide Customer with the Service on a hosted basis as specified in each Order (defined below). The “**Service**” means the MetaStor® content management solution which makes the OT ApplicationXtender™ (AX) available through a software as a service platform together with any additional features or functionality developed by MetaSource that augment or enhance such solution, including any updates thereto provided as part of the Service, and the documentation therefor, all as specified in each Order. MetaSource has entered into a license agreement (the “**OT Agreement**”) with Open Text Inc. (“**OT**”) that grants MetaSource the rights to make the OT ApplicationXtender™ (AX) available to Customer through the Service for so long as the OT Agreement is in place. MetaSource may update the content, functionality, and user interface of the Service from time to time in its sole discretion. An “**Order**” is an order that is signed by MetaSource and the Customer and that identifies the Service you are purchasing and the associated monthly pricing and other pertinent terms. If Customer has purchased the Service through an authorized MetaSource reseller, distributor, OEM or other partner (the “**Reseller**”), then Customer agrees that certain of MetaSource’s obligations hereunder (including without limitation the duty to collect fees) may be delegated by MetaSource to Reseller.

**2. License.**

**2.1 License Grant.** Subject to the terms and conditions of this Agreement, MetaSource grants Customer during the Term of this Agreement a non-exclusive, non-transferable (except in connection with a permitted assignment under Section 13 herein) and terminable license to use the Service solely for Customer’s internal business operations, provided such operations shall not include service bureau use, outsourcing, renting, or time-sharing the Service. Customer may access the Service either via (i) the domains that allow Customer and its permitted users to access the Service from the supported browsers including [[www.metastor.com](http://www.metastor.com)] (the “**Platform Website**”) or (ii) a software application that may be

downloaded through MetaSource or through MetaSource approved software platforms or markets, from time to time, such as Apple's App Store, and loaded onto a Device by Customer or any of its permitted users (the "**MetaStor® Mobile Application**"). "**Device**" means an iPhone, iPad, PDA, mobile or other hand-held devices on which the then-current MetaStor® Mobile Application is permitted to run. Customer acknowledges that a MetaStor® Mobile Application will not be usable unless and until the permitted user and applicable Device are registered as required by MetaSource. The functionality of the Service may vary based on whether the Service is accessed via the Platform Website or via the MetaStor® Mobile Application.

**2.2 Restrictions.** Customer acknowledges and agrees that the rights granted to Customer hereunder are provided to Customer on the condition that Customer does not (and does not allow any third party to) copy, recreate, display, perform, reproduce, replicate, frame, mirror, publish, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service, or merge the Service with any other software. Customer is expressly prohibited from sublicensing use of the Service to any third parties. Except as provided in this Agreement, the license granted to Customer does not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by MetaSource and its licensors.

**2.3 Permitted Users.** Customer may designate an unlimited number of its employees and independent contractors as permitted users of the Service under Customer's account, provided that the use of the Service by such users shall be solely for Customer's internal business operations. If Customer designates any independent contractor as a permitted user of the Service under Customer's account, Customer shall enter into a written agreement with such independent contractor that requires such independent contractor to comply with the provisions of this Agreement. Customer will ensure that any use of the Service by Customer's employees or independent contractors is in accordance with the terms and conditions of this Agreement.

**2.4 Evaluation Period.** If the Order grants Customer the right to use the Service for a limited period for the specific purpose of evaluating the Service prior to purchasing a license to the Service, then the license granted to Customer hereunder shall be for the limited purpose of non-production evaluation only, in accordance with any additional terms or restrictions set forth in the Order. The evaluation license granted hereunder shall be for a period not to exceed thirty (30) days from the date you accept this Agreement. Customer shall not, without MetaSource's prior written consent, copy, provide, disclose or otherwise make its evaluation of the Service known in any form to anyone other than its employees and independent contractors who are assisting with the evaluation process. Customer shall not disclose the results of any comparative or competitive analysis, benchmark testing, infringement testing or other analysis of the Service to any party. The use of the Service for evaluation purposes is on an "as is" basis, and MetaSource shall have no liability to Customer for any action brought by or against Customer for any reason arising out of the use of the Service for evaluation purposes. Upon termination of the evaluation period, Customer's right to use the Service shall immediately cease unless agreed otherwise in the Order.

**2.5 Maintenance.** MetaSource may conduct maintenance and upgrades, or issue new releases, which may cause the Service to be temporarily unavailable. If MetaSource anticipates that downtime will occur during any scheduled maintenance, MetaSource will use commercially reasonable efforts to notify Customer at least 12 hours in advance.

**3. License from Customer.** Customer hereby grants MetaSource the non-exclusive non-transferable (except in connection with an assignment under Section 13 herein) license to copy, store, host, record, transmit, maintain, display, view, print, or otherwise use any data, information, or other materials of any nature whatsoever, provided to MetaSource by Customer in the course of implementing and/or using the Service (“**Customer Data**”) to the extent necessary to provide the Service to Customer. The foregoing license is sublicensable to MetaSource’s subcontractors subject to written agreement containing terms substantially similar to these. Customer agrees that the license to Customer Data shall survive the termination of this Agreement for six months, for the purposes of storing backup Customer Data at an offsite storage facility. MetaSource may include Customer’s trade names, trademarks, service marks, logos, domain names, and other distinctive brand features in presentations (collectively, “**Customer Marks**”), marketing materials, and customer lists, subject to reasonable trademark practices and guidelines provided by Customer to MetaSource in writing. Upon Customer’s request, MetaSource will furnish Customer with a sample of such usage.

**4. Fees and Payment.**

**4.1 Subscription and Other Fees.** Customer shall pay to MetaSource the monthly fees set forth in the Order for the Service purchased, beginning as of the date you accept this Agreement. Customer shall pay all monthly fees in advance by means of an automatic draft into a bank account designated by MetaSource or some other means agreed upon by the parties, on or before the 25th day of the calendar month prior to the month in which the Service is provided. MetaSource may appoint Reseller as its agent to collect all fees and expenses from Customer hereunder; provided that any such appointment may be revoked by MetaSource at any time and for any reason.

**4.2 Late Fees.** Any amounts due MetaSource hereunder which are not paid when they become due under this Agreement shall incur interest at the rate of 1 ½% per month, or the highest rate permitted by law, whichever is less. The interest shall be calculated from the date payment is originally due hereunder until the date payment is made in full. In the event that MetaSource incurs any costs (including reasonable attorney’s fees) for efforts in collecting overdue fees from Customer, Customer shall pay such costs.

**4.3 Taxes.** Customer shall be solely responsible for and shall pay (or reimburse MetaSource), in addition to the fees specified in this Agreement, all federal, state, local and other taxes however designated (and any amounts legally levied instead of taxes) resulting from this Agreement, except personal property taxes on MetaSource owned equipment and any taxes on MetaSource’s income. If Customer claims exemption from any taxes resulting from this Agreement, Customer will provide MetaSource with documentation required by the taxing authority to support an exemption.

**5. Terms of Service.** Customer’s access to the Service is contingent upon Customer’s compliance with the following:

**5.1 Accuracy of Customer’s Registration Information.** Customer shall provide accurate, current and complete information (“**Registration Data**”) about Customer and its permitted users as prompted by the registration form, which Customer will fill out online or give to a representative of MetaSource in order to gain access to the Service. Customer further agrees to use commercially reasonable efforts to maintain and promptly update the Registration Data to keep it accurate, current and complete. Customer acknowledges and agrees that if Customer provides information that is intentionally inaccurate, not current or incomplete in a material way, or if MetaSource has reasonable grounds to believe that such information is untrue, inaccurate, not current or complete in a material way, MetaSource has the right to suspend Customer’s account.

**5.2 Email Notices.** Customer agrees that MetaSource may provide any and all notices, statements, and other communications to Customer through either e-mail at the email address provided as part of the Registration Data or by mail or express delivery service. Any notices from Customer to MetaSource shall be delivered to [metastor@metasource.com](mailto:metastor@metasource.com).

**5.3 Passwords, Access, and Notification.** Customer shall provide and assign unique passwords and user names to each permitted user. Customer will be responsible for the confidentiality and use of Customer's and its users' passwords and user names. MetaSource may assume any electronic communications it receives under Customer's passwords, user name, and/or account number will have been sent by Customer. Customer agrees to immediately notify MetaSource if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user names, and/or account number. Customer further shall immediately notify MetaSource if a user leaves the employment or service of Customer, and shall take such action as may be required to terminate such user's access to the Service.

**5.4 Customer's Lawful Conduct.** Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications, and anti-spam legislation. Customer has and will maintain any permission from third parties that may be required in order to provide and make available any Customer Data for use as contemplated hereunder. Customer shall also comply with any written policies or procedures developed by MetaSource from time to time, which are available at [[www.metastor.com/policies](http://www.metastor.com/policies)], regarding the use of the Service, including without limitation any policies that govern what types of content may or may not be uploaded through the Service. Customer will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including rights of publicity and privacy) without first obtaining the permission of the owner of such rights.

**5.5 Transmission of Data.** Customer acknowledges and understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Customer agrees that MetaSource is not responsible for any Customer Data or Registration Data which is lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by MetaSource.

**5.6 Links.** The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because MetaSource has no control over such sites and resources, Customer acknowledges and agrees that MetaSource is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

**5.7 MetaSource's Support.** MetaSource will promote Customer's utilization of the Service by providing Customer, at no additional cost, with access, as part of the Service, to online training manuals and videos, and to email, chat and telephone support during MetaSource's normal business hours; provided, however, that Customer shall direct all support inquiries first through its Reseller, if applicable. MetaSource may also provide additional other additional support, training, consulting or other professional services at MetaSource's then-current rates.

**5.8 Trademark Information.** The MetaStor® name and logo and other MetaSource service marks, logos and product and service names are marks of MetaSource (the "**MetaSource Marks**"). Customer agrees not to display or use the MetaSource Marks in any manner without MetaSource's express prior written permission.

**6. Confidential Information.** For purposes of this Agreement, confidential information shall include the terms of this Agreement and any proprietary or confidential information of either party (“**Confidential Information**”). Customer’s Confidential Information shall include Registration Data and Customer Data but it shall expressly exclude protected health information, if any, which shall instead be governed by the provisions of a separate business associate agreement between Customer and MetaSource (“**BAA**”), which, if applicable, should be entered into prior to your acceptance of this Agreement and use of the Service. MetaSource’s Confidential Information shall include the Service and all of its content. Each party agrees: (a) to keep confidential all Confidential Information disclosed to it by the other party using no less than reasonable efforts; (b) not to use the Confidential Information of the other party except to the extent necessary to perform its obligations hereunder; and (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). MetaSource may disclose Confidential Information to its employees and contractors which have executed written agreements requiring them to maintain the confidentiality of such information in order to facilitate the performance of their services for MetaSource in connection with the performance of this Agreement. Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing party; or (4) the recipient becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient. This Section 6 will not be construed to prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority. The parties agree to give the other party prompt notice of the receipt of any subpoena or other similar request for such disclosure.

**7. Ownership of the Software.** Customer agrees that MetaSource and its licensors shall retain ownership of all right, title and interest (including all copyrights, moral rights, trademarks, trade names, patents and other intellectual property rights) in and to the Service (including without limitation all of the MetaStor® software, documentation, updates, improvements, enhancements, derivative works and other such items (but excluding the Customer Data)), and in the software, hardware, other materials, processes, know-how and the like utilized by or created by MetaSource in the provision of the Service, subject to the limited licenses granted to Customer hereunder during the term of this Agreement. Customer hereby assigns to MetaSource any right, title or interest that Customer may acquire during the Term of this Agreement in and to the Service or the software, hardware, other materials, processes, know-how and other such intellectual property associated therewith. In addition, MetaSource shall have a royalty-free, transferable, sublicensable, irrevocable, perpetual, nonexclusive license to use or incorporate in the Service any suggestion, enhancement, recommendations or other feedback provided by Customer or its users relating to the operation, features or functionality of the Service. MetaSource agrees that Customer shall retain ownership of all right, title and interest in and to the Customer Data, subject to the limited licenses granted to MetaSource hereunder during the Term of this Agreement and for the period thereafter specified above.

**8. Term; Suspension/Termination.**

**8.1** The initial term of this Agreement commences upon the date you accept this Agreement and shall continue for a period of one year (the “**Term**”). The Term shall automatically renew for successive one-year periods unless either party provides written notice of termination to the other party at least 90 days prior to the expiration of the then-current Term. Either party may terminate this Agreement for any reason upon 90 days written notice of termination to the other party. MetaSource may terminate this Agreement at any time in the event the OT Agreement, which grants MetaSource the rights to make the OT ApplicationXtender™ (AX) available to Customer through the Service, is terminated for

any reason, provided that MetaSource shall use commercially reasonable efforts to notify Customer thirty (30) days in advance of any termination under this sentence.

**8.2 Suspension for Delinquent Account.** MetaSource reserves the right to suspend Customer's access and/or use of the Service for any accounts for which any payment is due but unpaid but only upon notice to Customer at least five (5) days prior to such suspension.

**8.3 Suspension for Ongoing Harm.** In the event that MetaSource believes that Customer's or any of its user's use of the Service is causing harm to MetaSource or the Service, MetaSource may immediately suspend Customer's or such user's access until the issue(s) are resolved. MetaSource agrees to re-activate any suspended Customer account upon resolution of the issue that prompted suspension.

**8.4 In the Event of Breach.** Either party may terminate this Agreement at any time with written notice to the other party in the event of a breach of any material provision of this Agreement by the other party, provided that the breaching party fails to cure such breach within 30 days (5 days in the event of a payment default) upon receipt of written notice.

**8.5 Effect of Termination.** Upon termination or expiration of this Agreement, Customer's right to use the Service shall immediately cease. If this Agreement is terminated as a result of a breach on MetaSource's part, MetaSource shall refund the pro rata portion of any fee that may have been paid by Customer for the portion of the unused Service. On termination or expiration of this Agreement, each party shall promptly return or destroy the other party's Confidential Information, except for Customer Data which is covered in Section 8.6 and for protected health information which is covered in the BAA.

**8.6 Handling of Customer Data In the Event of Termination.** Customer acknowledges and agrees that following termination of this Agreement and/or the suspension of Customer's use of the Service, MetaSource may immediately deactivate Customer's account. After termination or suspension, Customer may provide a written request for MetaSource to delete Customer's account and related Customer Data. In addition, following a reasonable period of not less than 90 days after termination or suspension, MetaSource may unilaterally elect to delete Customer's account and related Customer Data. Within 30 days after a written request from Customer or MetaSource's election to delete Customer Data, as applicable, MetaSource will provide Customer with a written list of Customer Data components which will be completely deleted. Such components may include but are not limited to; database records such as image index data, key reference data, other ancillary reference data including reporting data and workflow records/history, images and their associated annotations, OCR text, and full-text index files including all corresponding replicated and backed-up data elements. MetaSource will wait for at least 30 days after sending such list before beginning to delete the applicable Customer Data. It may take MetaSource up to 10 days after commencement of deletion to fully delete the applicable Customer Data. At any time prior to the deletion of Customer Data, MetaSource will grant Customer temporary, limited access to the Service for the sole purpose of permitting Customer to retrieve lawful Customer Data, provided that Customer has paid in full all good faith amounts owed to MetaSource. Notwithstanding the provisions of this paragraph, protected health information, if any, shall be governed instead by the terms of the BAA.

**8.7 Release.** Customer agrees that MetaSource shall not be liable to Customer or to any third party for any termination of Customer access to the Service or deletion of Customer Data pursuant to this Section 8.

**9. Modification to the Service.** MetaSource reserves the right at any time and from time to time to modify, temporarily or permanently, the Service or any component or feature thereof. Customer agrees that MetaSource shall not be liable to Customer or to any third party for any modification of the Service as described in this Section 9.

**10. Disclaimer of Warranties.** METASOURCE DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. METASOURCE AND ITS LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE AND TRADE USAGE. THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, METASOURCE DOES NOT MAKE OR OFFER ANY WARRANTY REGARDING OT ApplicationXtender™ (AX).

**11. Limitations of Liability.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH METASOURCE IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY METASOURCE OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL METASOURCE BE LIABLE UNDER OR RELATING TO THIS AGREEMENT FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF CUSTOMER DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT EVEN IF IT WAS ADVISED OF THE POSSIBILITY OF THE FOREGOING. The maximum liability of MetaSource to Customer or any other any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of the Service or this Agreement, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, tort, or otherwise, shall in no case exceed the amount of fees actually paid to MetaSource during the twelve (12) months prior to the first event giving rise to the liability. The essential purpose of this provision is to limit the potential liability of the parties arising from this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of consideration levied in connection with the license of the Service and that, were MetaSource to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

**12. Indemnification.**

**12.1 Infringement.** Subject to Section 11, MetaSource will indemnify, defend and hold Customer harmless from and against any and all costs, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "**Losses**") asserted against Customer in a claim, suit, action, or proceeding brought by any third party ("**Claim**") against Customer which arise out of or result from the infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret

relating to the proper use of the Service as permitted herein (other than third party software, Registration Data and Customer Data); provided that Customer (a) promptly gives MetaSource notice of the Claim; (b) gives MetaSource (or in MetaSource's discretion OT) the right to assume sole control of the defense and related settlement negotiations; and (c) provides MetaSource with all reasonably available information, cooperation and assistance necessary to perform MetaSource's obligations under this paragraph. Notwithstanding the foregoing, MetaSource shall have no indemnification obligations with regard to any Losses to the extent such Losses arise out of (i) any Customer Data, Customer Marks or Registration Data, (ii) the combination of the Service with other software, hardware or data, or the use of commercially available, third-party software in connection with the Service, (iii) MetaSource's actions based upon instructions from Customer, (iv) the use of the Service by Customer other than as specified in compliance with any written functional specifications provided by MetaSource with respect to the Service or in violation of this Agreement or (v) any infringement or misappropriation by or relating to the OT Application Xtender™ (AX) portion of the Service. If the Service is held to infringe any intellectual property right or is likely to be, MetaSource may, in its sole discretion and at its own expense, (x) procure a license to continue to use the Service, (y) replace the Service with a non-infringing Service, or (z) if neither of the foregoing is commercially reasonable, terminate this Agreement and refund to Customer a pro-rata amount of the monthly fees paid for under the Agreement for its use of the Service but which use has not yet been furnished by MetaSource as of the date of such termination.

**12.2 Customer's Indemnity.** Customer shall defend and hold MetaSource harmless from and against any and all Losses incurred by MetaSource arising out of or in connection with a Claim against MetaSource (i) alleging that the Customer Data, Registration Data or any Customer Marks, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party, or (ii) arising out of Customer's breach of this Agreement or misuse of the Service, provided that MetaSource: (a) promptly provides Customer notice of the claim, suit, action, or proceeding (provided that the failure of the indemnified party to provide such notice shall not affect the indemnifying party's obligations except to the extent such failure materially prejudices the indemnifying party); (b) gives Customer the right to assume sole control of the defense and related settlement negotiations if Customer gives notice to MetaSource of its intention to do so within 30 days after receipt of notice of the claim; and (c) provides Customer with all reasonably available information and assistance necessary to perform Customer's obligations under this paragraph.



**13. Miscellaneous.** This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except such consent is not required for an assignment by MetaSource to the successor of all or substantially all of its business or assets. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although MetaSource reserves the right to name Customer as a user of the Service. This Agreement and the Order (except for any boilerplate thereto) represent the entire agreement of the parties and supersede all prior and contemporaneous discussions and/or agreements between the parties and is intended to be the final expression of their Agreement. It shall not be modified or amended except in writing signed by both parties. In the event of an express conflict between the terms of this Agreement and the terms of the Order, the verbiage of this Agreement controls. This Agreement shall be governed in accordance with the laws of the State of Delaware and any controlling U.S. federal law, without regard to conflict of law principles. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement (or the Service) shall be subject to the exclusive jurisdiction of the state and federal courts located in Salt Lake County, Utah. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. Neither party shall be liable for any loss or delay resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, criminal acts of third parties, and any payment date or delivery of Service date shall be extended to the extent of any delay resulting from any force majeure event. Sections 2.2, 3 (for the term specified therein), 4, 5.8, 6, 7, 8.5, 8.6, 8.7, 10, 11, 12 and 13 shall survive the termination or expiration of this Agreement.