



# Master Services Agreement

Version 40 — April 06, 2017

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The Master Services Agreement (the “Agreement”) is made effective as of the date that you click through this Agreement (the “Effective Date”) between you (the “Customer”) and PSCE sp. z o.o. sp. k., with its principal place of business located at Sw. Filipa 23/3, 31-150 Krakow, Poland (“PSCE”).

In the event that you purport to be the agent of, represent, or otherwise act on behalf of an entity or any other person, references to “you” or “your” will include you individually and any such entity or person that you purport to represent, and you further represent and warrant that you are in fact an authorized representative of such entity or other person, that you have the authority to bind such entity or other person to this Master Services Agreement, and that your acceptance of this Master Services Agreement will constitute acceptance on behalf of such entity or person.

You represent and warrant that the information that you have provided or will provide to PSCE is or will be correct and complete in all respects, that PSCE may rely upon the information that you provide and that any incorrect or incomplete information that you provide to PSCE may result in PSCE withholding, suspending or terminating services and/or terminating this Agreement with no additional liability to PSCE.

## 1. SERVICES

### 1.1. SERVICE AGREEMENTS

All services pursuant to this Agreement provided by PSCE to Customer will be outlined in one or more service agreements that may be executed from time to time (each, a “Service Agreement”), each incorporated into this Agreement by reference and describing in detail the scope and other relevant characteristics of services to be delivered (collectively, “Services”). Service Agreements may be executed in writing or by completing online forms provided by PSCE.

### 1.2. ENGAGEMENT OF SERVICES

From time to time during the term of this Agreement, Customer may request PSCE to provide Services described herein. Subject to the terms of this Agreement, PSCE will use its good faith and commercially reasonable efforts to perform Services in a timely and professional manner. PSCE will choose one or more of its employees, agents, or subcontractors (together, “Experts”) to render Services.

### 1.3. CUSTOMER ACCOUNT

In order to access and use the Services, Customer must first create, register and activate a customer account (the "Account").

### 1.4. CUSTOMER PORTAL

Upon registering the Account, Customer will receive access to the self-service customer portal (the "Customer Portal").

### 1.5. COMMUNICATION METHODS

Customer will use the communication channels accepted by PSCE for all communication relating to the Services ("Service Channels"). The primary channels are: (a) online forms available on the Customer Portal, and (b) email addresses provided to Customer by PSCE. Additional channels can be agreed with PSCE on a case-by-case basis. PSCE may, from time to time, modify the list of channels by notice to the Customer.

### 1.6. USERS

This Agreement also governs any use of the Account and the Services by any individual who has been supplied with access to the Customer Portal or any Service Channel by Customer, on Customer's behalf or at Customer's request (each, a "User"), and Customer agrees to be responsible for any use of the Account or the Services by any of its Users.

### 1.7. ACCOUNT MANAGERS

Customer may designate certain Users as managers of the Account (each, an "Account Manager"). Customer authorizes any such User to: (a) manage all aspects of the Account on behalf of the Customer, including but not limited to creating Users, viewing usage and billing information, managing and making payments, and purchasing new Services; and (b) receive and consent on the Customer's behalf to certain requests from PSCE. Customer is responsible for all changes made by such Account Managers.

### 1.8. RESTRICTIONS

Customer agrees to comply with all applicable laws in using the Services. Customer also agrees not to, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to the Customer Service Channels or the Services or any modified version or derivative work of the Services created by or for Customer, (b) provide access to the Customer Service Channels or the Services, or any modified version or derivative work of the Services created by or for Customer, on a timesharing, service bureau or other similar basis. Customer will not submit to PSCE any data, information or material ("Customer Data") that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing of any third party rights, invasive of personal privacy, protected by Directives 95/46/EC and 2002/58/EC of the European Parliament and of the Council and any national implementation(s), or otherwise deemed objectionable by PSCE in its sole discretion.

### 1.9. CUSTOMER'S ASSISTANCE

Customer agrees to provide, at no cost to PSCE, timely and adequate assistance and other resources reasonably requested by PSCE to enable the performance of the Services by PSCE (collectively, "Assistance"). PSCE will not be liable for any deficiency in performance of Services to the extent resulting from Customer's failure to provide Assistance.

## 2. TERM & TERMINATION

### 2.1. TERM

This Agreement will remain in effect for the period commencing on the Effective Date and continue for one (1) year from such date (the "Initial Term"). At the end of the Initial Term, this Agreement will extend automatically for successive one-year terms (each, a "Successive Term"). During the Initial Term and any Successive Term, either party may terminate this Agreement under the terms as provided below.

### 2.2. TERMINATION

Either party may terminate the Agreement and subsequent Service Agreement(s): (a) at any time upon thirty (30) days' prior notice to the other, unless otherwise set forth in a Service Agreement; or (b) in accordance with Section 9.10 ("Amendments"). Unless termination is for reasons of material breach, any Services begun during the term of the Agreement will continue in force until the applicable Service Agreement has expired or is otherwise terminated in accordance with the Agreement. Upon termination under this section PSCE will be paid in full for all amounts due for Services rendered and reimbursable expenses incurred prior to the effective date of termination or expiration.

### 2.3. BREACH

If either party fails to comply in material respects with all covenants, agreements or conditions herein and such failure continues for thirty (30) days after written notification from the non-breaching party, the non-breaching party may then, at its sole discretion, terminate this Agreement and all Service Agreements hereunder.

### 2.4. SURVIVAL

The rights and obligations contained in Sections 4 ("Ownership of Work Product"), 5.2 ("Non-Solicitation"), 6 ("Mutual Non-Disclosure"), 7.7 ("Limitation of Liability"), 8 ("Indemnification"), and 9 ("Miscellaneous") will survive any termination or expiration of this Agreement.

### 2.5. REFUNDS OF UNUSED PREPAID BALANCE

Following termination of this Agreement, PSCE will refund any monies remaining in the Prepaid Credit Account (as defined herein) within 60 days of effective termination date. Refunds will be issued using wire transfer or other acceptable means. The amount refunded will be equal to the ending account balance less any promotions, discounts, rebates, termination fees, reasonable costs and expenses incurred in connection with such refund, and any unbilled charges and applicable taxes for Services requested, delivered or provided prior to termination.

## 3. FEES; BILLING; PAYMENT TERMS

### 3.1. FEES & RATES

Customer will pay PSCE fees for Services requested, delivered or provided under this Agreement according to the fees, rates and payment terms set forth in the Service Agreements (the "Fees").

### 3.2. TAXES

Unless stated to be otherwise, all fees and rates in Service Agreements are exclusive of value added, sales, excise and other taxes and duties of any kind. Customer agrees to pay any and all taxes and duties arising out of or in connection with this Agreement, other than taxes levied or imposed based upon PSCE's net income. If Customer is required to withhold an amount for taxes before remitting payment to PSCE, PSCE may gross up its rates and the amount due in an original or amended invoice to ensure that the net amount actually received by PSCE equals the gross amount due.

### 3.3. BILLING ACCOUNTS

As Fees are incurred they will be debited from one or more billing accounts described herein and associated with the Account.

### 3.4. PREPAID CREDIT ACCOUNT

A dedicated billing account will record details of the amount of paid-for credits Customer has available from time to time ("Prepaid Credit Account"). Customer may deposit funds ("Prepaid Credits") into the Prepaid Credit Account at any time. No interest will be paid on balances in the Prepaid Credit Account.

### 3.5. FREE CREDIT ACCOUNT

A special billing account which records details of the amount of free credits Customer has available from time to time ("Free Credit Account"). PSCE may add credit ("Free Credits") to the Free Credit Account at any time as part of a discount, a special offer or as a goodwill gesture. Free Credits are of zero monetary value. Subject to the terms, conditions and limitations of this Agreement and the applicable Service Agreement, Free Credits can only be redeemed to pay for the Fees resulting from the use of Services.

### 3.6. CREDIT EXPIRATION

Prepaid Credits and Free Credits have a predetermined validity period ("Credit Validity Period") starting from the date when they are deposited on the Customer's billing account. Any credit not used within the Credit Validity Period will expire. If not stated otherwise by PSCE, the default Credit Validity Period is twelve (12) months. PSCE will not give Customer a refund for any credit that expires.

### 3.7. CREDIT ACCOUNT

PSCE will establish a credit billing account ("Credit Account") and the maximum amount of credit which may be outstanding at any time on the Credit Account ("Credit Limit") for the Customer. Customer may charge Fees and other amounts due to the Credit Account unless otherwise restricted by this Agreement or the applicable Service Agreement. Any charges accrued on the Credit Account during a month will be invoiced the following month pursuant to the terms of this Agreement.

### 3.8. CREDIT LIMIT

Unless stated otherwise, the default Credit Limit is zero. Customer may not exceed the Credit Limit at any time. If the balance is more than the Credit Limit, the Customer must pay the amount over the Credit Limit immediately and PSCE may refuse to perform Services until such amount is paid to PSCE. PSCE may change the Credit Limit at any time and at its sole discretion.

### 3.9. PREPAID SERVICES

In order to use Services on a prepaid basis, Customer will need to have a positive and sufficient balance of credits on the eligible billing accounts (e.g. Prepaid Credit Account, Free Credit Account). Customer is solely responsible for ensuring sufficient balance is available. PSCE is under no obligation to carry out Services on a prepaid basis if the available balance is insufficient at the moment the service in question is initiated.

### 3.10. EXPENSES

In addition to any and all Fees, Customer will reimburse PSCE for all actual reasonable and necessary expenditures, which are directly related to the performance of Services under this Agreement. These expenditures include, but are not limited to, expenses related to travel and accommodation (i.e., airfare, hotel, temporary housing, meals, parking, taxis, mileage, etc.).

### 3.11. CREDIT CARDS; PAYPAL

For payment processing purposes, PSCE may require credit card or PayPal information for credit card or PayPal payments, or any other information to facilitate payments. In order to process credit card or PayPal payments, PSCE uses the service of secure, PCI DSS compliant payment processors/gateways such as Braintree - a division of PayPal, Inc. PSCE does not receive nor store any credit card information in its systems except for the last 4 digits.

### 3.12. INVOICING AND PAYMENT

Unless set forth otherwise on the applicable Service Agreement, Customer shall pay PSCE the amounts due, pursuant to submitted invoices, within fourteen (14) days of invoicing. Acceptable payment methods include credit cards, wire transfers, and if approved in advance by PSCE, other commonly accepted payment methods for similar transactions. Any payment not made when due will accrue late payment fees in the amount of no less than 1% per month or the highest amount allowable by law. When PSCE has Customer's credit card on file, if payment of the Customer's invoice is not received in full within the payment term specified on the invoice, PSCE may charge the remaining amount due to the Customer's credit card. Late payment will entitle PSCE to terminate any Services immediately and to terminate this Agreement for cause. Customer agrees to pay any and all legal fees, collection fees or other expenses incurred by PSCE due to Customer's failure to pay any amounts due.

### 3.13. DISPUTED BILLINGS

Any Customer claims, including (without limitation) disputes in connection with billings, work performance or similar concerns, must be presented to PSCE in writing no later than 30 days after the applicable invoice date or the date the applicable work was performed by PSCE, whichever is later. Failure to timely present a claim in accordance with this section shall constitute a waiver of that claim.

#### 4. OWNERSHIP OF WORK PRODUCT

Customer and PSCE agree that unless otherwise agreed, all work products conceived, written, created or first reduced to practice in the performance of work under this Agreement by PSCE shall be the sole and exclusive property of Customer, excluding any pre-existing works of PSCE on Effective Date. Exceptions may be named in duly executed exhibits attached to this Agreement.

#### 5. RELATIONSHIP OF PARTIES

##### 5.1. INDEPENDENT CONTRACTOR RELATIONSHIP

PSCE's relationship with Customer will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employer-employee relationship between Customer and PSCE or its Experts. PSCE is not the agent of Customer or vice versa, and neither party is authorized to make any representation or commitment on behalf of the other. Neither party is or will be entitled to any of the benefits that the other party may make available to its employees, such as group insurance, profit sharing or retirement benefits.

##### 5.2. NON-SOLICITATION

Neither party will, during the term of this Agreement and for two years after its termination, hire or solicit for hire any of the other party's personnel who have been involved with the Services rendered under this Agreement, without the other party's express written consent. In the event of hiring without both parties' consent, the hiring party agrees to pay the other the greater of one half the annual salary of the hired employee or fifty thousand euros (€50000). The parties agree that the foregoing is a reasonable, liquidated amount, not a penalty.

##### 5.3. NO CONFLICT OF INTEREST

During the term of this Agreement, neither party will accept work, enter into a contract, or accept an obligation from any third party, inconsistent or incompatible with the obligations under this Agreement. Each party warrants that there is no other contract or duty on its part inconsistent with this Agreement. PSCE shall not be barred from contracting with Customer's competitors.

##### 5.4. USE OF THE CUSTOMER AS A REFERENCE

During the term of this Agreement, the Customer agrees that PSCE may use the Customer in good faith as a reference in marketing materials, websites, discussions, case studies and white papers. After termination or expiration of this Agreement, PSCE's use of the Customer as a reference may continue indefinitely unless PSCE is notified otherwise in writing.

#### 6. MUTUAL NON-DISCLOSURE

##### 6.1. CONFIDENTIAL INFORMATION

Confidential Information is all information disclosed by one party (the "Disclosing party") to the other party (the "Receiving party") in connection with the discussions between the parties. Confidential Information includes any and all technical and non-technical information, including without limitation, information concerning financial, accounting or marketing reports, business plans, analyses, forecasts, predictions,

projections, intellectual property, trade secrets and know-how. Confidential Information may take the form of documentation, drawings, specifications, software, technical or engineering data, and other forms, and may be communicated orally, in writing, by electronic or magnetic media, by visual observation or by other means.

## 6.2. RESTRICTIONS/OBLIGATIONS

The Receiving party will: (a) only disclose the other party's Confidential Information to employees with a need to know; (b) not disclose any Confidential Information to any third party without Disclosing party's prior written consent; (c) use such Confidential Information only to the extent required to accomplish the purpose discussed; (d) not reproduce Confidential Information in any form except as required to accomplish such purpose; (e) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (f) promptly provide the Disclosing party with notice of any actual or threatened breach of the terms of this Agreement. However, the Receiving party may disclose Confidential Information in accordance with a judicial or other governmental order provided that such party will give the Disclosing party written notice prior to such disclosure. The provisions of this section will survive and continue beyond the expiration or termination of the Agreement for a further period of three (3) years.

## 6.3. EXCLUSIONS

The foregoing restrictions on disclosure will not apply to Confidential Information which: (a) is now or hereafter becomes generally known through no act or failure to act on the Receiving party's part; (b) the Receiving party independently knows at the time of receiving such information, as evidenced by its written and dated records; (c) a third party hereafter furnishes to the Receiving party without breaching this Agreement and without restriction on disclosure; (d) the Receiving party can prove to have independently developed, as evidenced by contemporaneous written and dated records, without using the other party's Confidential Information or breaching this Agreement; or (e) Disclosing party gives written permission to the Receiving party to disclose. The provisions of this section will survive and continue beyond the expiration or termination of this Agreement.

## 6.4. OWNERSHIP

All Confidential Information (including copies thereof) will remain the property of the Disclosing party and will be returned (or, at the Disclosing party's option, destroyed) within ten (10) business days upon written request or upon the Receiving party's need for it has expired, and in any event, upon termination of this Agreement. No rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this Agreement. The provisions of this section will survive and continue beyond the expiration or termination of this Agreement.

## 6.5. EQUITABLE REMEDIES

The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that each party may, without waiving any other rights or remedies, seek injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond.

## 7. SAFETY & LIABILITY

### 7.1. SECURITY STANDARDS

To the extent permitted by the parties' respective computer system infrastructures, PSCE agrees to abide by written security standards delivered by Customer to PSCE.

### 7.2. DATA BACKUP

Customer acknowledges that it is Customer's sole responsibility at all times, including specifically during all Services performed by PSCE, to protect and maintain an up-to-date and restorable backup of any and all databases, files, utilities, software and other systems of Customer.

### 7.3. INTERNET TRANSMISSION OF DATA

Customer acknowledges and understands that provision of Services may involve the transmission of Customer Data over the Internet, and over various networks, only part of which may be owned or operated by PSCE. Customer further acknowledges and understands that while PSCE will utilize industry-standard encryption technologies, Customer Data may be accessed by unauthorized parties when communicated across the Internet, Customer's local area network, network communications facilities, telephone or other electronic means. Customer agrees that PSCE is not liable for any Customer Data which is delayed, lost, altered, intercepted or stored during the transmission across networks including, but not limited to, the Internet, Customer's local area network, network communications facilities, telephone or other electronic means.

### 7.4. PRIVACY POLICY

Customer agrees and consents to PSCE's transmission, collection, maintenance, processing and use of the personally identifiable information as explained in the PSCE's Privacy Policy (as updated from time to time), available at the Customer Portal.

### 7.5. YOUR DATA

As between Customer and PSCE, all Customer Data submitted by the Customer or Customer's Users to the Services will remain the sole property of the Customer or Customer's Users. Customer hereby grants PSCE a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary (a) to provide, maintain and improve the Services and (b) to confirm compliance with the terms of this Agreement. Customer has sole responsibility, and we assume no responsibility, for the Customer Data.

### 7.6. ACCESS AND PASSWORDS

Customer is responsible for maintaining the security and confidentiality of using the usernames and passwords assigned to its Users. Customer agrees to notify PSCE immediately if Customer becomes aware of any unauthorized access or use of the Services using any such username or password or otherwise.

### 7.7. LIMITATION OF LIABILITY

Except with respect to the section entitled "Indemnification", neither party will be liable for special, incidental, indirect, exemplary or consequential damages or lost profits arising out of or in connection with this Agreement (however arising, including negligence, and damages resulting from impaired or lost data, software or computer failure or any other cause), even if it has been advised of the possibility of such damages. To the extent permitted by applicable law and notwithstanding any other provision of this Agreement, except in the event of a willful breach of sections under the header "Mutual Non-Disclosure" or a breach of the section entitled "No Conflict of Interest", in no event will either party be liable to the other part in an amount greater than the amounts paid or payable by Customer to PSCE hereunder during the most recent twelve-month period. This limitation of each party's liability is cumulative, with all payments for claims or damages in connection with this Agreement being aggregated to determine satisfaction of the limit. The existence of one or more claims will not enlarge the limit. Both parties understand and agree that the remedies and limitations herein allocate the risks between the parties as authorized by applicable laws. The fees herein reflect, and are set in reliance upon, this allocation of risk and the exclusion of consequential and other damages set forth in this Agreement.

#### 7.8. REPRESENTATIONS AND WARRANTIES

PSCE represents and warrants that all Services will be performed in a timely, professional and workmanlike manner. Except as expressly set forth in this section (titled "Representations and warranties"), to the extent permitted by applicable law, PSCE makes no warranties whatsoever in connection with the Services or any work product provided under or in connection with this agreement, and PSCE expressly disclaims, and customer expressly waives, all warranties, whether express or implied, including (without limitation) warranties of merchantability, fitness for a particular purpose, non-infringement, system integration, and accuracy of informational content.

#### 8. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, its subsidiaries and affiliates, their respective directors, officers, employees, sublicensees, customers, agents, attorneys, affiliates, successors, and assigns from any and all claims, losses, liabilities, damages, suits, actions, government procedures, taxes, penalties or interest, associated auditing and legal expenses and other costs incurred (including reasonable attorneys' fees and costs of suit) arising from its own, its agents', its subcontractors' or its personnel's: (a) violation of a third party's rights by use of the Work for Hire or other work product of either party or any third party; (b) unauthorized use of the other party's or a third party's trademarks or other intellectual property; (c) failure to pay withholding or other taxes resulting in determination by a government agency that party's legal standing is not as represented in this Agreement; (d) damages or alleged damages due to any alleged security breach; and (e) negligence or wilful misconduct, errors or omissions resulting in bodily injury or property damages to PSCE or Customer personnel or any third party. Each party further agrees not to bring any claim in any jurisdiction against the other for patent, copyright, trade secret or trademark infringement in connection with any Work for Hire. If such an infringement is found, the sole remedy available to the parties is to replace the Work for Hire with a non-infringing substitute or suitably modify the Work for Hire so that it is non-infringing. Notwithstanding the foregoing, PSCE assumes no liability for infringement claims arising from combination of PSCE's work with

products not provided by PSCE personnel, if such claim would not exist in the operation or use of PSCE's work or in the Work for Hire itself; or modification of the Work for Hire, unless PSCE personnel made such modification.

## 9. MISCELLANEOUS

### 9.1. NOTICES

All breach-related notices permitted or required under this Agreement will be in writing and will be delivered by recognized postal or courier services who provide delivery confirmation. All other notices may be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by recognized postal or courier services upon written verification of receipt; (c) by Customer by using online forms provided by PSCE; or (d) by PSCE by email to Account Managers and posting in the customer area of the Customer Portal.

### 9.2. SUCCESSORS AND ASSIGNS

This Agreement may not be assigned by either party without the other party's consent, and any such attempted assignment will be void and of no effect. However, either party may assign this Agreement to the successor-in-interest of a merger, acquisition or sale of substantially all of the party's assets, provided that the assigning party provides written notice thereof to the other party within thirty (30) days after the effective date of such assignment. Subject to the foregoing, this Agreement will be for the benefit of each party's successors and assigns, and will be binding on each party's assignees.

### 9.3. SEVERABILITY

In case any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

### 9.4. GOVERNING LAW

This Agreement will be governed in all respects by the laws of Poland, as such laws are applied to agreements entered into. Each party consents to the personal jurisdiction of courts located in Krakow, Poland for any lawsuit filed there by either party against the other arising from or related to this Agreement.

### 9.5. FORCE MAJEURE

PSCE shall not be liable to Customer for any non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, failure of Internet communications, delays in transportation, fire or other casualties, acts of God, strike or labour disputes, wars or other violence, any

law, orders or requirements of any governmental agency or authority, or any acts or omission of employees or agents of Customer. In these events non-performance will not be deemed a breach of this Agreement.

#### 9.6. WAIVER

The waiver by either party of a breach of any provision of this Agreement by the other will not operate or be construed as a waiver of any other or subsequent or preceding breach. No waiver by either party of any right under this Agreement will be construed as a waiver of any other right.

#### 9.7. INJUNCTIVE RELIEF FOR BREACH

Each party's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to the other party, for which there will be no adequate remedy at law; and, in the event of such breach, the other party will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

#### 9.8. LANGUAGE

The parties have agreed to execute this Agreement in the English language. Unless otherwise agreed in writing, all Services will be provided in the English language.

#### 9.9. SECTION HEADINGS

The section titles in this Agreement are for the convenience of parties, in no way define, limit or describe the scope or intent of the Agreement, and have no legal effect.

#### 9.10. AMENDMENTS

PSCE may at any time and from time to time amend this Agreement or any Service Agreement (the "Amended Agreement") by providing not less than thirty (30) days advance notice (the "Amendment Notice") to Customer setting forth the substance of such amendment. If Customer determines the amendment to be unacceptable to Customer, Customer shall provide a notice to PSCE within fifteen (15) days of the Amendment Notice. If no timely objection to the Amendment Notice is provided by Customer, the amendment will be effective as of the date set forth in the Amendment Notice. If a timely objection to the Amendment Notice is provided by Customer: (a) PSCE may elect by notice to Customer within fifteen (15) days of Customer's timely objection to withdraw the amendment as concerns Customer; or (b) if PSCE does not timely provide a notice of withdrawal of the amendment to Customer, then Customer may terminate the Amended Agreement upon thirty (30) days notice to PSCE.

#### 9.11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter, including (without limitation) any non-disclosure agreement that the parties may have signed prior to the

Effective Date. The terms and conditions of this Agreement will govern the provision of Services under any Service Agreement (including any exhibits thereto) executed by the parties; any terms contained in attachments or exhibits which are inconsistent with this Agreement are invalid.