

Because a public hearing to enforce any of the provisions contained in this Agreement might cause disclosure of Confidential Information contrary to the intent of the parties, Vendor hereby stipulates that, in the event there is a court proceeding for provisional relief relating to this Agreement, the court file shall, to the fullest extent permitted by law, be sealed, the parties will request such sealing and the court may issue a protective order prohibiting the disclosure of any of the Confidential Information, and limiting the disclosure of any other information obtained through discovery proceedings.

12. Attorney's Fees. In the event of any dispute arising hereunder, the prevailing party shall recover its reasonable attorneys' fees, costs, and disbursements, including the cost of reasonable investigation, preparation, and professional consultation incurred in connection with such dispute, at the pre-trial, trial and appellate levels.

13. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction or arbitral panel for any reason, in whole or in part, the parties agree that the court or arbitral panel shall apply the "blue pencil" doctrine to reformat such provision by reducing the scope, duration or area of the provision or to replace any invalid or unenforceable provision with a provision that is valid and enforceable and that comes closest to expressing Customer's intention with respect to such invalid or unenforceable provision. The remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

14. Counterparts. This Agreement may be executed in two or more counterparts, and all such executed counterparts shall constitute the same agreement. The parties agree that signatures transmitted by electronic transmission in PDF format shall be binding as if they were original signatures.

15. Review of Agreement. Vendor represents and warrants that he/she/it is independently represented by an attorney, that he/she/it and his/her/its attorney have had the opportunity to review this Agreement and that Vendor understands and voluntarily accepts the terms hereof.

16. Integrated Agreement; Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous agreements, express or implied whether written or oral. This Agreement may not be modified or amended, nor may any term hereof be waived, except in writing, signed by the party against whom such waiver is to be enforced.

*Signature Page Follows*