

Invoice

OMRI MOR
Routable, Inc.
1100 NE CAMPUS PKWY STE 200
SEATTLE WA 98105-6605

QUESTIONS? GET IN TOUCH:

Vicky Ho
Phone : (800) 666-5597
Email: Servicesolutionsteam@wolterskluwer.com

[Pay online at CTCorporation.com/pay](https://www.ctcorporation.com/pay)
Payment Due Upon Receipt

(Federal Tax ID# 51-0006522)

INVOICE NUMBER 20763417-RI		INVOICE DATE 05/06/20
ORDER NUMBER 12826342 SO	ORDER DATE 03/25/20	CUSTOMER NUMBER 9672330
CUSTOMER REFERENCE - 1 None Given		CUSTOMER REFERENCE - 2 None Given
REQUESTED BY Barbara Mery		AMOUNT DUE \$286.60

Page 1 of 2

Payment of this invoice constitutes your acceptance of the included terms and conditions

Requested By :

Barbara Mery
WILSON SONSINI GOODRICH & ROSATI
701 5th Ave Ste 5100
Seattle WA 98104-7036

WARREN PAYMENTS, INC. (DE)

Services -

Misc - Foreign Corporate Filing - Amended Statement by Foreign Corporation -
California 190.40
Certified Copy of Evidence - California 61.20

Disbursements -

Certified Copy of Evidence - California 5.00
Misc - Foreign Corporate Filing - Amended Statement by Foreign Corporation -
California 30.00

SUBTOTAL

251.60 35.00 286.60

SUMMARY

Items previously billed, or in progress, are not included

Total Saving on this Invoice \$118.40

Service Charges	251.60
Disbursements	35.00
TOTAL AMOUNT DUE	\$286.60

To pay by mail, detach and return this stub with your payment.
For proper credit, indicate your **complete invoice number, including the two characters following the invoice number**, on the check.
Wire Instructions: CTCorporation.com/pay

[Pay online at CTCorporation.com/pay](https://www.ctcorporation.com/pay)



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SEND PAYMENTS TO:

CT Corporation
PO Box 4349
Carol Stream IL 60197-4349

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402 1 00009672330 20763417 8273 000028660 12826342 8379 1

Please contact your service team with any changes to your account. (Do not send with remittance)

CT CORPORATION SYSTEM – TERMS AND CONDITIONS

The provision of Services by C T Corporation System, a Delaware corporation ("CT"), and your use thereof, is subject to these terms and conditions (this "**Agreement**"). You ("Customer") acknowledge that you agree to comply with this Agreement and are authorized to agree on behalf of all Customer Users. **Notwithstanding anything to the contrary herein, your use of, or payment for, the Services shall be deemed your acceptance of this Agreement. No modifications by you to these terms and conditions shall be effective unless agreed by CT in writing.**

1. SERVICES AND FEES; PAYMENT TERMS; TAXES

1.1 Provision and Use of the Services; Fees. CT itself or through one or more of its affiliates, subcontractors or agents ("**CT Parties**") shall provide to Customer and its affiliates the services requested by Customer or a Customer User and described at ct.wolterskluwer.com/service-descriptions and any other services requested by Customer or a Customer User and provided by CT (collectively, the "**Services**"). The provision and use of the Services shall also be subject to the terms and conditions located at ct.wolterskluwer.com/services-terms-and-conditions. CT shall be responsible for the performance of any CT Parties. Customer shall perform its responsibilities and obligations set forth in this Agreement, be responsible for the compliance of its personnel, affiliates and permitted third party users ("**Customer Users**") herewith and cooperate with CT in connection with CT's provision of the Services. Customer shall use the Services only for the internal business purposes of Customer and its affiliates. Customer Users shall not include any competitors of CT, and Customer shall not permit any third party to use the Services or CT Products without the prior written consent of CT. Customer shall not (i) resell, offer or use the Services for the benefit of any third parties or (ii) use the Services in violation of any applicable law, rule, or regulation. Customer agrees to pay CT the applicable fees for the Services in accordance with CT's then current standard fee schedules for such Services (or as otherwise agreed by CT and Customer (the "**Parties**")). Customer shall also pay all additional fees advanced by CT on behalf of Customer, including taxes, statutory fees, and correspondent and courier charges. Customer agrees to pay CT all invoiced amounts within thirty (30) days of invoice, subject to a late fee of 1.75% per month plus costs of collection. Following such 30-day period, CT's obligation to provide the Services shall be suspended during any period of nonpayment by Customer. Customer shall pay all sales, use and similar taxes in connection with the Services.

1.2 Customer Information and Instructions. Performance of the Services requires the timely completion of Customer's responsibilities and obligations. Additional fees may apply for any modifications to standard documents or processes made by Customer or at Customer's request. Customer will be responsible for (i) the accuracy and completeness and the compliance, sufficiency and effectiveness under applicable law of all data, documents, templates or other information provided to CT by or on behalf of Customer, and (ii) any instructions given by Customer or any Customer User to CT.

2. TERM; TERMINATION. The term of this Agreement shall be effective as of the start of Customer's most recent billing cycle (the "**Effective Date**") and continue until terminated as set forth herein (the "**Term**"). Either Party may terminate this Agreement or a particular Service (i) if the other Party fails to perform any material obligation of this Agreement (including the payment of amounts owed hereunder) and fails to cure such failure within thirty (30) days of notice thereof, (ii) if the other Party seeks protection under bankruptcy or similar laws, or (iii) at any time upon 180 days' prior written notice to the other Party. CT may terminate this Agreement at any time if legally required or upon belief of Customer's improper use of the Services. In the event of any termination of this Agreement, (a) Customer shall pay CT for Services (1) provided under this Agreement through the date of termination and (2) that CT is legally required to provide to Customer following termination, (b) Customer shall also pay all fees in connection with the removal of CT's name as its Registered Agent in each applicable Secretary of State's office, (c) CT's obligations to provide the Services shall cease and (d) all rights granted to Customer by CT under this Agreement related to terminated Services shall terminate. All provisions relating to ownership rights, confidentiality and non-disclosure, and limitation of liability shall survive any termination of this Agreement.

3. CONFIDENTIALITY. "**Confidential Information**" includes any proprietary or confidential information provided by the disclosing Party to the receiving Party other than any information which: (a) is generally available to the public through no fault of the receiving Party or any of its affiliates or its or their directors, officers, employees, contractors, or other agents (collectively, a Party's "**Representatives**"); (b) is or becomes available to the receiving Party through a source other than the disclosing Party or its Representatives without duty of confidentiality; or (c) is or has been developed by the receiving Party independently of the disclosing Party's Confidential Information. Anonymized and de-identified data shall not be considered Customer's Confidential Information and CT shall be permitted to retain and utilize such data. Each Party shall (i) keep all Confidential Information of the other Party confidential, (ii) not disclose the other Party's Confidential Information to any third party except if required by law, subpoena or similar legal demand, and (iii) use and disclose Confidential Information of the other Party only as necessary to perform its obligations herein (including CT's disclosure to its Representatives).

4. OWNERSHIP RIGHTS. All intellectual property rights related to the Services (including all products, documentation thereof and modifications thereto) ("**CT Products**") shall remain the exclusive property of CT or its licensors. During the Term, Customer shall have a personal, non-transferable, non-exclusive right to access and use the CT Products in connection with the Services solely as set forth herein.

5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. THE SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE SERVICES DO NOT INCLUDE THE PROVISION OF LEGAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE AND SHOULD NOT BE RELIED UPON AS SUCH. CT, ITS DATA PROVIDERS AND THE CT PARTIES SHALL HAVE NO LIABILITY FOR DELAYS, ERRORS OR OMISSIONS IN THE INFORMATION PROVIDED BY GOVERNMENTAL OR THIRD PARTY INFORMATION PROVIDERS OR FILING SYSTEMS OR WITH RESPECT TO INFORMATION OR RECORDS THAT MAY CONTAIN PERSONALLY IDENTIFIABLE INFORMATION. NEITHER PARTY (NOR ANY CT PARTY) SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND THE TOTAL LIABILITY OF CT AND THE CT PARTIES UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (I) \$50,000 AND (II) AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO CT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST CT BY CUSTOMER. CT AND THE CT PARTIES ARE NOT INSURERS WITH REGARD TO THE SERVICES AND SHALL HAVE NO LIABILITY FOR ANY LOSS OF UNDERLYING COLLATERAL OR LOSS (OR DECREASED PRIORITY) OF SECURITY INTEREST.

6. COMMUNICATIONS. All communications to CT under this Agreement shall be delivered to: CT, 28 Liberty St, 42nd Fl, New York, NY 10005, Attn: GM, with copies to (i) the foregoing address, 43rd Fl, Attn: Associate GC, and (ii) the foregoing address, 26th Fl, Attn: EVP and General Counsel.

7. APPLICABLE LAW; FORUM; WAIVER OF TRIAL BY JURY. This Agreement shall be governed by the laws of the State of New York. Any Party bringing a legal action relating to this Agreement shall bring such action in any court sitting in New York City, and each Party waives any objection to such courts. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH ACTION.

8. MISCELLANEOUS. This Agreement constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all prior agreements. This Agreement, or any rights or obligations hereunder, may not be assigned by Customer without the prior written consent of CT. No modifications to this Agreement shall be valid unless in a writing executed by the Parties. CT is acting in performance of this Agreement as an independent contractor. There shall be no third party beneficiaries to this Agreement. Neither Party shall be liable for failure or delay in performance of its obligations hereunder (other than Customer's obligation to pay the fees for Services provided) caused by events beyond its control.