

## SERVICES TERMS AND CONDITIONS

**IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY, SINCE YOUR USE OF THE CORSEARCH SERVICES CONSTITUTES ACCEPTANCE OF THESE TERMS AND CREATES A BINDING LEGAL AGREEMENT. YOU MUST ACCEPT THESE TERMS AND CONDITIONS IF YOU WISH TO USE THE SERVICES; NO CHANGES WILL BE ACCEPTED. CORSEARCH MAY CHANGE, ADD OR REMOVE ANY PART OF THESE TERMS AND CONDITIONS AT ANY TIME. UPDATED TERMS AND CONDITIONS REFLECTING SUCH CHANGES SHALL BE POSTED ON THE CORSEARCH WEBSITE AT WWW.CORSEARCH.COM. IF ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU SHOULD DISCONTINUE USING THE SERVICES. YOUR CONTINUED USE OF THE SERVICES NOW, OR FOLLOWING THE POSTING OF UPDATED TERMS AND CONDITIONS, WILL INDICATE YOUR ACCEPTANCE OF THESE TERMS, AND OF ANY SUCH CHANGES.**

### INTRODUCTION.

The provision of the Services is subject to the terms and conditions set forth below (“**Agreement**”).

You are referred to as “**Customer**” and the service provider, Corsearch, Inc. and its related companies are herein referred to as “**Corsearch**” in this Agreement. Customer and Corsearch are sometimes referred to herein individually as a “**Party**” or together as the “**Parties**”.

## 1. SERVICES

1.1 Services. Corsearch shall provide the services described in this Site, in a statement of work or as otherwise agreed by Corsearch and Customer to Customer in accordance with and subject to the terms of this Agreement, and as may be amended or modified from time to time as permitted hereunder (collectively, the “**Services**”). Services include access to the corsearch.com website (the “**Site**” or “**System**”) which provides access to Corsearch’s information services, proprietary and non-proprietary databases, investigative tools (automated tools used to obtain additional information on specific records) and additional tools, products and services available on the Site (collectively, “**Corsearch Products**”). The provision of the Services is further subject to the Terms and Conditions of the User Agreement at <http://corsearch.com/cgp/Legal> and such Terms and Conditions are hereby incorporated into and made a part of this Agreement.

1.2 Accuracy of Information; Customer Obligations. Customer acknowledges and agrees that the performance of the Services is dependent on the timely completion of the Customer’s responsibilities and obligations under this Agreement. Customer will be responsible for (i) the timely preparation, delivery, accuracy and completeness of all required documentation and other information provided to Corsearch or inputted into the System in connection with the Services, and (ii) the consequences of any instructions Customer may give to Corsearch. With respect to queries written and records retrieved from the Services, Customer is solely responsible for the creation of queries and selection of results. Corsearch is not responsible for any errors in query writing, any misinterpretation of query or field parameters, or in assessment of returned results. Customer represents and warrants that its use of any information provided in connection with this Agreement shall in all cases comply with all applicable federal, state, international and local laws, rules, regulations and requirements, including, but not limited to, the Privacy Shield Principles (as defined in Section 6) and/or any subsequent regulation or regime that replaces the Privacy Shield Principles, the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and/or any other applicable laws and regulations regarding data protection and privacy (“**Applicable Laws**”).

## 2. THE TERM.

This Agreement is effective as of the Effective Date and shall remain in effect until terminated in accordance with the terms herein and such term of the Agreement shall be referred to herein as the “**Term**.” Notwithstanding the Term of this Agreement, information furnished to Customer hereunder may be used throughout the continuous 12-month period commencing thirty (30) days from the date on which the search results containing Information are initially provided to Customer. Upon expiration or termination of such 12-month period, Customer shall cease using all originals and copies of such information, however, Customer may retain copies of such information for historical and/or archival purposes on the condition that retention of such copies

complies with Applicable Laws.

### 3. TERMINATION

3.1 Termination for Cause. Either party may terminate this Agreement by written notice to the other party if (i) such other party fails to perform any material obligation (including, with respect to Customer, the payment of amounts owed hereunder) and such failure continues for 30 days after the breaching party receives written notice from the other party, or (ii) a bankruptcy related event occurs with respect to such other party.

3.2 Termination for Convenience. Either party may terminate this Agreement at any time, without cause, upon 60 days prior written notice to the other party.

3.3 Effect of Termination. In the event of any such terminations, the following shall apply:

- 3.3.1 Customer will pay Corsearch all Fees and charges for Services provided under this Agreement to Customer up through the date of termination;
- 3.3.2 All rights granted to Customer under this Agreement by Corsearch will be terminated and Customer's access to the Services will cease; and
- 3.3.3 Each Party shall return or destroy the Confidential Information of the other Party in its possession; provided, however, neither Party shall be required to return or destroy copies of any Confidential Information which have been created pursuant to any automatic archiving, back-up or disaster recovery procedures (including backup tapes), provided, further that such Confidential Information shall be kept confidential in accordance with Section 6 below.
- 3.3.4 Any other effect of termination provisions set forth below for any specific product or service.

### 4. FEES AND PAYMENT TERMS.

For Services performed by Corsearch under this Agreement, Customer hereby agrees to pay Corsearch the applicable fees for the Services as set forth in this Site, in a statement of work or as otherwise provided to Customer by Corsearch in accordance with the payment terms set forth herein (the "Fees"). Corsearch shall submit to Customer a reasonably detailed invoice which will set forth the fees charged for the Services, consistent with the terms of this Agreement. Customer agrees to pay Corsearch the applicable invoice amount within thirty (30) days of receipt of such invoice. Corsearch reserves the right to suspend access to the Site and performance of Services to any delinquent account without notice. Corsearch reserves the right to modify the Fees from time to time upon 60 days prior written notice.

### 5. TAXES.

Unless otherwise provided in the Agreement, Customer shall pay all sales, consumer, use and similar taxes in connection with the Services, provided, however, Customer shall not be responsible for the payment of any taxes on Corsearch's net income.

### 6. CONFIDENTIAL INFORMATION AND TRADE SECRETS

6.1 Confidential Information. "Confidential Information" includes all trade secrets, processes, proprietary data, including compilations, undisclosed or unpublished intellectual property, pricing, technology and product information, business and any other proprietary or confidential information provided by the disclosing Party to the receiving Party in connection with this Agreement, but excludes any information which: (a) is generally available to the public through no fault of the receiving Party or any of its Subsidiaries, other Affiliates, directors, officers, employees, contractors, subcontractors, 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 that is not known or reasonably believed to have any legal, contractual or fiduciary duty of confidentiality; or (c) is or has been developed by the receiving Party independently of the disclosing Party or any of its Representatives and their respective Confidential Information.

6.2 Treatment of Confidential Information. Each Party covenants and agrees that it will keep and maintain all Confidential Information of the other Party in strict confidence, using such degree of care as is appropriate and reasonable to avoid unauthorized use or disclosure, it will not disclose the other Party's Confidential Information to any third party (other than its Representatives), except with disclosing Party's prior written consent and it will use and disclose Confidential Information of the other Party solely for the purposes set forth in this Agreement. The receiving Party may only disclose Confidential Information of the other Party to its Representatives with a need to know such Confidential Information and who are subject to confidentiality and non-use obligations substantially similar to those imposed by this Agreement. The receiving Party is responsible for the compliance by its Representatives with the terms of this Agreement and shall also be responsible for any improper use or disclosure of any Confidential Information of the other Party by such Representatives. Notwithstanding the foregoing, under no circumstances may Customer disclose Confidential Information of Corsearch to any competitor of Corsearch. In the event either Party receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information of the other party, the receiving Party shall promptly notify the other Party and cooperate with such other Party, at its cost and expense, in such other Party's efforts to avoid, limit the required disclosure of or otherwise request confidential treatment for any such Confidential Information. Unless the demand shall have been timely limited, quashed or extended, then notwithstanding the confidentiality terms in this Section 6, the receiving Party shall be entitled to comply with such demand as, when and to the extent required or permitted by law; provided the receiving Party shall only provide such Confidential Information as is required to be disclosed.

6.3 Personal Information. Customer understands and agrees that certain of the data and information provided through the Services may contain personal information of individuals, including from the European Economic Area (EEA) or Switzerland ("**Personal Information**"), and that such Personal Information may be subject to additional protections, including under the GDPR and other Applicable Laws. Customer therefore represents and warrants that: (i) it will only use Personal Information for the limited purposes specified in this Agreement, including as is necessary for receiving the Services; (ii) it will process and protect the Personal Information in accordance with Applicable Laws, which includes using appropriate technical and organizational security measures to protect the Personal Information; and (iii) if Customer makes a determination that it can no longer process or protect the Personal Information in accordance with Applicable Laws, then it will promptly notify Corsearch of such determination and promptly stop using such Personal Information until such time as it is able to lawfully process or protect the Personal Information in accordance with Applicable Laws. For purposes of clarity, the Privacy Shield Principles are available at <https://www.privacyshield.gov> and a copy of the GDPR is available at [http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L\\_.2016.119.01.0001.01.ENG](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2016.119.01.0001.01.ENG).

## 7. OWNERSHIP RIGHTS.

Customer shall retain right, title and interest and to and all ownership rights in any data, documentation or materials delivered by Customer to Corsearch as part of the Services or otherwise pursuant to this Agreement. Customer hereby grants to Corsearch a non-exclusive, transferable, sub-licensable, royalty free, worldwide license to use any data submitted by Customer for the purpose of performing the Services. All ownership and intellectual property rights in the Services, Corsearch Products (including but not limited to, trademark, trade secret, copyright, patent, related tutorials and documentation) provided or made available to Customer by Corsearch as a part of the Services (including all improvements, enhancements, modifications or updates), and any and all information and data made available to Customer as part of the Services shall remain the exclusive, sole and absolute property of Corsearch or the third parties from whom Corsearch has obtained the right to use the Corsearch Products. Intellectual property created by Corsearch pursuant to this Agreement shall be owned by Corsearch. Customer shall have a personal, non-transferable, non-exclusive, right to access and use the Corsearch Products in connection with the Services solely for the internal business purposes of Customer during the Term. Customer shall not permit any third party to use the Services or Corsearch Products in any way whatsoever without the prior written consent of Corsearch. Except as otherwise specifically provided herein, information retrieved from the Service via the Site cannot be duplicated, reproduced, distributed, or otherwise disseminated to any third party without the express written permission of Corsearch, except that Customer may provide information retrieved from the Service to Customer's client and such client's advisors and consultants, to use on behalf of such client that has requested such search or information. Under no circumstances can (i) any content retrieved from the Services be resold or repackaged by Customer in a commercial or non-commercial manner or context, (ii) Customer use the information as a factor in establishing an individual's eligibility for credit or insurance to be used primarily for personal, family or household purposes, or employment, or (iii) the information be used to engage in unfair or deceptive practices. Corsearch expressly prohibits Customer from downloading any portions of any proprietary or non-proprietary databases provided on the Site. In addition, any robotic or otherwise

automated modes of query generation and record retrieval are expressly prohibited on the Site.

Customer further acknowledges that the data and information provided through the Service, regardless of form or format, is proprietary to Corsearch and/or its third-party licensors and comprises: (a) works of original authorship, including compiled information containing Corsearch's and/or its third-party licensor's selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential and trade secret information; and (c) information that has been created, developed and maintained by Corsearch and/or its third-party licensors at great expense of time and money. Customer agrees that Customer will not commit or permit any act or omission by Customer's agents, employees or any third party that would impair Corsearch's and/or its third-party licensor's copyright or other proprietary and intellectual property rights in the information. Customer agree to notify Corsearch immediately upon obtaining any information regarding an actual infringement of Corsearch's and/or its third-party licensor's rights. Customer also agrees that Customer will not use Corsearch and/or its third-party licensor's trade name, trademark, service mark, logo or copyrighted materials in listings or advertising in any manner without the prior written approval of Corsearch and/or its third-party licensors. Customer shall reproduce any applicable copyright notice and proprietary rights legend on all authorized copies of such information.

## 8. DISCLAIMERS.

8.1 DISCLAIMER OF WARRANTIES. CORSEARCH AND ITS THIRD-PARTY LICENSORS PROVIDE THE SERVICES AND ANY RELATED DOCUMENTATION, SOFTWARE, DATA, INFORMATION, OR EQUIPMENT ON AN "AS IS" AND AN "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. CORSEARCH AND ITS THIRD-PARTY LICENSORS DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. CORSEARCH FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO CUSTOMER OR TO ANY THIRD PARTY. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES AND CORSEARCH SHALL HAVE NO LIABILITY THEREFOR. NO EMPLOYEE, AGENT, LICENSOR OR THIRD-PARTY PROVIDER OF CORSEARCH OR ANY OF ITS SUBSIDIARIES OR AFFILIATES IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS ANY OF THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT. CUSTOMER ALSO ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF A RISK AND THAT CORSEARCH AND ITS THIRD-PARTY LICENSORS, IN FURNISHING THE INFORMATION TO CUSTOMER, DOES NOT AND WILL NOT UNDERWRITE THAT RISK, IN ANY MANNER WHATSOEVER. CUSTOMER THEREFORE AGREES THAT CORSEARCH AND ITS THIRD-PARTY LICENSORS WILL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY CORSEARCH'S OR ITS THIRD-PARTY LICENSOR'S NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT.

8.2 No Legal or Professional Advice. Any information retrieved from the Service is not a legal opinion and shall not be used or construed to be a legal opinion for any purpose (including, as a final determination as whether a trademark is available for use or may be registered). Corsearch is not a law firm and cannot issue legal opinion and is not engaged in rendering legal or other professional services. It is the responsibility of Customer to obtain necessary legal counsel on any information retrieved from the Service.

8.3 Third Party Databases. Because Corsearch cannot independently verify the accuracy of the information maintained by the responsible government agency (including the USPTO or other national trademark and patent offices, Secretary of State Offices) or any other third party information sources of this data (including any ICANN-accredited registrar), Corsearch makes no guaranties, representations or warranties as to the full availability, accuracy or completeness of contents or results of the Services and expressly disclaim the full availability, accuracy, comprehensiveness, currency, or suitability of purpose of any of the information retrieved from the system or Services. Corsearch cannot and does not accept any liability for any unavailability of the information in third party databases or for errors or omissions in the information provided by third party information providers, nor does Corsearch accept any liability with respect to the disclosure or use of information or records that may contain personally identifiable information. Customer agrees that Corsearch's third-party licensors may, in their own name or in Corsearch's name, enforce this Agreement against Customer; provided, however, that Customer agrees that Customer will look only to Corsearch and not to Corsearch's third-party licensors for performance by Corsearch of its obligations hereunder.

8.4 Data Retrieved Using Investigative Tools. Customer may be able to obtain additional information on referenced records through the use of investigative tools included in the Services. Corsearch expressly disclaims the accuracy and comprehensiveness of any data retrieved through these links. Data retrieved from the USPTO, internet search engines, and Secretary of State Offices is retrieved through third-party providers, and Corsearch cannot be liable for errors, omissions, or currency of the data presented. It is the sole responsibility of Customer to determine if the information found, is, in fact, associated with the mark selected. In addition, the failure of the investigative tools to retrieve specific information cannot be construed as proof that the information does not exist or is not retrievable. Customer should always take reasonable steps to confirm information retrieved from the Service. If Customer accesses any third party public website through investigative tools provided by Corsearch to Customer for Customer's convenience, Customer must agree to the third-party's user or access agreement posted on those sites. It is wholly the responsibility of Customer to ensure compliance with all terms and conditions thereof. Customer understands and agrees that it is bound by any additional disclaimer of warranty included with any product or service provided by Corsearch. In particular, Customer is bound by any disclaimer included with a search report retrieved from the Site.

## **9. INDEMNIFICATION.**

Customer agrees to be responsible for and indemnify, defend, and hold harmless Corsearch and any subsidiaries, Affiliates, third-party licensors, and directors or employees of Corsearch, from and against any and all claims, loss, damages, expense, liability, fine or judgment (including reasonable attorneys' fees, costs and settlements) based upon or arising out of or in connection with: (a) any acts or omissions by Customer or any Customer Representative that involve fraud, willful misconduct and/or criminal acts or omissions, whether or not such acts or omissions relate to the Services; (b) any breach of this Agreement by Customer, any Customer Representative, or any Customer client, (c) breach of any Applicable Law by Customer, the Customer's Representative or the Customer's Client, (d) inaccurate information submitted by Customer; or (e) use of the information by individuals or entities that have not been authorized by this Agreement to have access to and/or use the information that have received access to or used such information directly due to an act or omission by Customer.

## **10. LIMITATION OF REMEDIES/DAMAGES.**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY HERETO, NOR ANY OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, OR THIRD-PARTY LICENSORS, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING LOSS OF PROFITS, REVENUES, SAVINGS, BUSINESS OR DATA), REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR ANY OTHER LEGAL THEORY) AND EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LOSSES OR DAMAGES. CORSEARCH DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM THE ACTS OR OMISSIONS OF THE THIRD-PARTY PROVIDER PERFORMING THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CORSEARCH'S AND ITS THIRD-PARTY LICENSOR'S TOTAL, AGGREGATE LIABILITY WITH RESPECT TO THE PROVISION OF SERVICES HEREUNDER, IF ANY, FOR ANY AND ALL LOSSES, DAMAGES OR INJURIES WHICH CUSTOMER SUFFERS OR INCURS ARISING OUT OF ANY ACTS OR OMISSIONS OF CORSEARCH AND/OR ITS THIRD-PARTY LICENSORS IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED HEREUNDER, REGARDLESS OF THE CAUSE OF THE LOSS, DAMAGE OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NOT EXCEED THE LESSER OF (i) THE FEE PAID BY CUSTOMER TO CORSEARCH FOR THE AFFECTED SUBMISSION IN QUESTION OR (ii) \$10,000 AND CUSTOMER COVENANTS AND PROMISES THAT CUSTOMER WILL NOT SUE CORSEARCH OR ANY OF ITS THIRD-PARTY LICENSORS FOR A GREATER AMOUNT. CUSTOMER ALSO AGREES TO GIVE CORSEARCH IMMEDIATE WRITTEN NOTICE OF ALL ACTIONS, CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE USE OF THE INFORMATION.

## **11. INJUNCTIVE RELIEF.**

In the event either Party reasonably concludes that an actual or impending breach of Section 6 or Section 7 exists, such non-breaching Party, in addition to any remedy available at law, will be entitled to seek equitable relief, including injunctive relief.

## **12. ASSIGNMENT.**

This Agreement is not assignable by either Party without the prior written consent of the other which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary in this Agreement, either party may assign this Agreement in whole or in part and/or any of its rights, licenses, duties and/or obligations hereunder, upon written notice to the other party and without the other party's consent, to any of its parent companies, or to any of its and/or their Affiliates, subsidiaries and business divisions, or in connection with a reorganization, demutualization or change of control of a party, a business unit, division or line of business; provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon the Parties' respective successors and permitted assigns.

## **13. COMMUNICATIONS.**

All notice requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (a) on the date of service if served personally on the party hereto to whom notice is to be given; (b) on the day after delivery to Federal Express or similar overnight carrier or the Express Mail Service maintained by the United States Postal Service; or (c) on the fifth day after mailing, if mailed to the party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the Party as follows: (i) if to Corsearch, Inc., 220 West 42<sup>nd</sup> Street, 11th Floor, New York, NY 10036, Attention: General Counsel, Diane Plaut, Esq. and (ii) if to Customer, at the address provided by Customer to Corsearch. Any Party hereto may change its address for the purpose of this Section by giving the other party written notice of its new address in the manner set forth above.

## **14. SURVIVAL; SECTION HEADINGS.**

All provisions herein relating to proprietary rights, confidentiality and non-disclosure, indemnification and limitation of liability shall survive the completion of the Services or any earlier termination, expiration or rescission of this Agreement. The section headings are used in this Agreement for reference and convenience only and do not affect this Agreement's construction or interpretation.

## **15. PUBLICITY.**

Neither Party shall use the name, trademark, service mark, trade name, logo or other commercial or product designations of the other Party in any way, in print or electronic format or on a web or internet site, without the prior written consent of the other Party in each instance; unless it relates directly to the provision of Services hereunder.

## **16. APPLICABLE LAW; FORUM; WAIVER OF TRIAL BY JURY.**

The laws of the State of New York, U.S. govern all matters arising under or relating to this Agreement based on Services wholly contracted for and wholly provided in the U.S., and the laws of Belgium govern all matters arising under or relating to this Agreement based on Services wholly contracted for and wholly provided in the EU, U.K. and/or other regions or countries in which Corsearch offers Services outside of the United States (unless otherwise provided), and all of the transactions contemplated, including, without limitation, validity, interpretation, construction, performance and enforcement, excluding any laws of such state, region or country which would render the selection of New York or Belgium law ineffective. The parties further agree that the Uniform Computer Information Transactions Act (UCITA) does not apply to this Agreement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the courts of the State of New York sitting in New York City or the appropriate courts of Belgium. Each Party waives, to the fullest extent permitted by law, (a) any objection which it may now or later have to the laying of venue of any action or proceeding arising out of or relating to this Agreement brought in such New York City or Belgium courts; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY.

## **17. SEVERABILITY.**

If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, such provision is to that extent deemed omitted, and the balance of the Agreement remains in

full force if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

**18. AMENDMENTS; WAIVER.**

No amendment or modifications to this Agreement shall be valid or enforceable unless in writing executed by the authorized representatives of Customer and Corsearch. A Party may not waive a right or remedy except pursuant to a writing executed by such party. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy or condition.

**19. FORCE MAJEURE.**

Neither Party shall be liable for failure or delay in the performance of its obligations hereunder when such failures or delay is caused by events or causes beyond the control of such Party, including, without limitation, any of the following events, acts of God, extreme weather, natural calamities, labor strikes or unrest, terrorist attacks, government actions, power outages and disruptions in communication lines.

**20. NO THIRD PARTY BENEFICIARIES.**

Nothing in this Agreement creates or will be deemed to create, third party beneficiaries of or under this Agreement.

**21. SUBCONTRACTING.**

Corsearch reserves the right to subcontract any or all of the Services, provided that Corsearch remains fully responsible under this Agreement for the performance of any such subcontractor.

**22. INDEPENDENT CONTRACTOR STATUS.**

Each party to this Agreement hereby agrees and represents and warrants that it is an independent contractor and is not the other party's agent or employee or partner or joint venture for any purpose whatsoever.

**23. ENTIRE AGREEMENT.**

This Agreement, together with any statements of work and all terms and conditions incorporated by reference, constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations and/or agreements between the parties in connection with the subject matter hereof except as set forth in this Agreement. In the case of conflict or inconsistency between this Agreement and any statement of work, schedule or order form, the provisions in this Agreement shall prevail and control. Neither Party shall be bound nor liable to the other Party for any representation, warranty, promise, covenant or understanding made by any agent, employee or other person that is not embodied or incorporated by reference in this Agreement. Notwithstanding the foregoing, the Terms and Conditions set forth in this Agreement are in addition to any specific terms and conditions that apply to any specific product or service provided by Corsearch to Customer and such specific terms and conditions will take precedence in the event of a conflict between these Terms and Conditions and such specific terms and conditions.