

CURRENT LIGHTING SOLUTIONS, LLC ALLIANCE AGREEMENT

THIS CURRENT LIGHTING SOLUTIONS AGREEMENT, LLC ALLIANCE AGREEMENT (this “*Agreement*”), contains the terms and conditions that govern access to and use of the Service Offerings (as defined below) and is an agreement, upon acceptance by Current, between Current Lighting Solutions, LLC, a Delaware LLC (“*Current*”), located at 1975 Noble Road East, Cleveland, OH 44112 and you or the entity on whose behalf you accept these terms (“*Partner*” or “*you*”). Each of Current and Partner is, individually, a (“*Party*”), and are, collectively, the (“*Parties.*”) This Agreement takes effect upon acceptance of the Partner’s submission by Current as noted by the distribution from Current of credentials for API access to the Partner (the “Effective Date”). By selecting “Submit”, you represent to Current that (i) you are lawfully able to enter into contracts (e.g., you are not a minor) or, (ii) if you are entering into this Agreement for an entity, such as the company you work for, you represent to Current that you have legal authority to bind that entity. Please see Section 1 for definitions of certain capitalized terms used in this Agreement.

WHEREAS, Partner desires to integrate the Amazon Web Services Site, for the purpose of accessing Current APIs, into Partner’s Content, pursuant to the terms of this Agreement; and
WHEREAS, Partner desires to enter into the Current Partnership Ecosystem (as defined below); and
WHEREAS, the Parties desire to jointly develop a go-to-market plan with respect to the Partner’s Content, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Definitions.

(a) “*Acceptable Use Policy*” means the document currently available at <https://aws.amazon.com/aup/> as it may be updated from time to time.

(b) “*API*” means an application program interface, including any related software that is called or queried by Partner based on Current simulated data that a Partner will be granted access to via this agreement.

(c) “*Applications*” means the hosted applications providing asset performance management services, microservices or industrial Internet solutions running on the Amazon platform, as further described on the Amazon Site, or that utilize or otherwise interact with APIs.

(d) “*Content*” means all information, works, equipment, and materials, including, but not limited to, software (including machine images), data, databases, text, audio, video, and images.

(e) “*Data Protection Plan*” means the document currently available at <https://www.currentbyge.com/policies>, as it may be updated by Current from time to time.

(f) “*Documentation*” means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Service Offerings on the Amazon Site or provided with the Service Offerings, as such documentation may be updated by Current from time to time.

(g) “*End-User*” means any individual or entity that directly or indirectly through another user accesses or uses the Service Offerings under Partner’s account.

(h) “*Current Confidential Information*” means all nonpublic information disclosed by Current, Current’s affiliates, business partners or Current’s or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Current Confidential Information includes: (i) nonpublic information relating to Current’s or Current’s affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances, and other business affairs; (ii) third-party information that Current is obligated to keep confidential; and (iii) the nature, content and existence of any discussions or negotiations between Partner and Current or Current’s affiliates.

(i) **“Open Source Software”** means software available under a separate license that permits the recipient of such software to copy, modify, and distribute such software to anyone.

(j) **“Partner’s Content”** means Content Partner or any End-User (i) runs on the Service, (ii) causes to interface with the Service, (iii) provides in connection with the Service or (iv) uploads to the Service under Partner’s account or otherwise transfer, process, use or store in connection with Partner’s account.

(k) **“Partnership Ecosystem”** means the program whereby Current engages with the Partner and other partners for joint technical development, marketing and associated commercial activities.

(l) **“Policies”** means all restrictions described in the Amazon Content and on the Amazon Site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials referenced on the Amazon Site.

(m) **“Amazon Content”** means Content Current or any of its affiliates distributes or makes available (in each case, by or on behalf of itself or third parties) for download in connection with the Service or on the Amazon Site to allow access to or use of the Service Offerings, including Documentation; sample code; software libraries; client- specific application program interfaces, including any related software s and data; command line tools; simulated sensor data and client-specific sensor data; and other related technology. Amazon Content does not include the Service.

(n) **“Amazon Platform Services”** means the hosted Amazon platform for developing, running, and managing Applications, as further described on the Amazon Site.

(o) **“Amazon Site”** means the aws.amazon.com Web site and any successor or related site designated by Current.

(p) **“Service”** means the Amazon Platform Services and Applications made available by Current or Current’s affiliates through the APIs.

(q) **“Service Offerings”** means the Service (including associated APIs), the Amazon Content, the Amazon Site, and any other product or service provided by Current under this Agreement. Service Offerings do not include Third Party Content that is offered to Partner by a third party under separate terms and conditions.

(r) **“Suggestions”** means all suggested improvements to the Service Offerings Partner provides to Current.

(s) **“Technical Support Policy”** means the technical support procedures and policies applicable to the Partner’s Technical Support plan, as described at <https://www.currentbyge.com/policies>.

(t) **“Third Party Content”** means Content offered to Partner by a third party through the Amazon Site or in conjunction with the Service that is identified as Content governed by an agreement directly between Partner and such third party.

2. **Service Offerings.**

(a) Generally.

(i) Partner will access and use the APIs in accordance with this Agreement. Partner will adhere to all laws, rules, and regulations applicable to Partner’s use of the Service Offerings and all terms and conditions of this Agreement, including the Service-Specific Terms, the Data Protection Plan, the Acceptable Use Policy and any other Policies.

(ii) Partner agrees to integrate the Current APIs into Partner’s Content, and to develop Partner’s Content in connection with such integration. The Parties agree to use commercially reasonable efforts to develop a go-to-market plan with respect to the Partner’s Content, as the Parties may mutually determine.

(b) Partner's Account. Partner will provide name and email information to Current for the purpose of generating credentials to for Partner to access the APIs. Partner's credentials can be used to access Partner's account, including Partner's Content, and to make changes to Partner's account. Partner is responsible for all activities that occur under Partner's account, regardless of whether the activities are undertaken by Partner, Partner's employees or a third party (including Partner's contractors or agents) and, except to the extent caused by Current's breach of this Agreement, Current and its affiliates are not responsible for unauthorized access to Partner's account. Partner will contact Current immediately if Partner believes, or has reason to believe, an unauthorized person may be using Partner's account or if Partner's account information is lost or stolen.

(c) Trial Services. From time to time, Current may offer Partner access to certain Service Offerings that Current designates as "beta," "evaluation," or "trial" on the Amazon Site ("**Trial Services**"). Trial Services are provided to Partner free of charge, except as otherwise specified by Current. Current may limit, suspend or terminate Partner's access to any portion of the Trial Services for any reason, in Current's sole discretion, including, for example, the expiration of the Trial Services period, to enforce Trial Services usage limitations or to protect Current's services or systems. Any product or service designated "beta" is subject to change without notice and may differ substantially upon commercial release.

(d) Technical Support Policy. Current will use commercially reasonable efforts to provide Partner with technical support for the APIs.

(e) Current's Performance. Current may appoint subcontractors, agents, affiliates or partners to host, perform, modify, improve, enhance or otherwise provide the Service Offerings or any components or portions thereof and to fulfill Current's obligations and exercise Current's rights under this Agreement.

3. Changes.

(a) APIs. Current may change, discontinue or otherwise modify any APIs utilized for the Service from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued or otherwise modified for twelve (12) months after the change, discontinuation or modification (except if supporting such version could pose a security or intellectual property issue, is economically or technically burdensome or is rendered impossible or impractical by law or requests of governmental entities). Amazon may amend the Amazon Site from time to time to modify, add or remove Service-Specific Terms that apply to one or more of the Service Offerings.

(b) Technical Support Policy. Current may change, discontinue or add to the Technical Support Policy or Technical Support plans from time to time upon notice to Partner.

(c) Material Change. If a change made by Current pursuant to Sections 2(a) or 2(b) has a materially adverse effect on Partner's use of the Service Offerings, Partner may notify Current in writing, and Current may propose resolutions or work-arounds. The Parties will cooperate in good faith regarding such resolutions or work-arounds.

4. Security and Data Privacy.

(a) Without limiting Section 11 or Partner's obligations under Section 5(b), Current will use commercially reasonable efforts to implement appropriate measures, in accordance with the Data Protection Plan, designed to help Partner secure Partner's Content against accidental or unlawful loss, access or disclosure. Partner confirms that Partner understands and will comply with all of Partner's responsibilities and obligations under the Data Protection Plan and this Agreement. Partner consents to Current's collection, use, and disclosure of information associated with the Service Offerings as described in the Data Protection Plan, and in particular to the processing of Partner's Content in, and the transfer of Partner's Content into, any country in which Current or its affiliates or subcontractors maintain facilities (including the United States).

5. Partner's Responsibilities.

(a) Partner's Content. Partner is solely responsible for the development, content, operation,

maintenance, and use of Partner's Content. Partner is solely responsible for securing all necessary rights and permissions to use Partner's Content with the Service Offerings. Without limiting the generality of the foregoing, Partner is solely responsible for: (i) the technical operation of Partner's Content, including ensuring that calls Partner makes to any service are compatible with then-current APIs for that service; (ii) compliance of Partner's Content with the Acceptable Use Policy, the Data Protection Plan, any other applicable Policies, and all applicable laws, rules, regulations, ordinances and government orders; (iii) any claims relating to Partner's Content; (iv) the operation, control, and maintenance of Partner's equipment and assets and ensuring that Partner's equipment and assets meet the current technical requirements for the Service Offerings; (v) the accuracy, completeness, and timeliness of Partner's Content; and (vi) proper handling and processing of notices sent to Partner (or any of Partner's affiliates) by any person claiming that Partner's Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

(b) Other Security and Backup. Partner is responsible for properly configuring and using the Service Offerings and taking Partner's own steps to maintain appropriate security, protection, and backup of Partner's Content, which may include routine archiving of Partner's Content and the use of encryption technology to protect Partner's Content from unauthorized access. Partner's credentials (which may include username, passwords, tokens, certificates, keys, and pins) issued by Current are for Partner's internal use only and Partner may not sell, transfer or sublicense them to any other entity or person, except that Partner may disclose Partner's credentials to Partner's agents and subcontractors performing work on Partner's behalf. Partner is responsible for any use of Partner's credentials and for notifying Current in writing immediately of any breach of security related to Partner's credentials.

6. **Temporary Suspension.**

(a) Generally. Current may suspend Partner's right to access or use any portion or all of the Service Offerings immediately upon notice to Partner if Current determines that: (i) Partner's use of or registration for the Service Offerings (A) poses a security risk to the Service Offerings or any third party, (B) may adversely impact the Service Offerings or the systems or Content of any other customer, (C) may subject Current, Current's affiliates or any third party to liability or (D) may be fraudulent or prohibited by law; (ii) Partner has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Partner's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or (iii) Current's provision of a Service Offering is rendered impossible or impractical as a result of any requirement of any law or judicial order.

(b) Effect of Suspension. If Current suspends Partner's right to access or use any portion or all of the Service Offerings: (i) Current may suspend or cancel any processing of Partner's Content; and (ii) Partner may retrieve Partner's Content from the Service Offerings during any suspension. Current's right to suspend Partner's or any End-User's right to access or use the Service Offerings is in addition to Current's right to terminate this Agreement pursuant to Section 8(b).

7. **Term; Termination.**

(a) Term. The term of this Agreement will commence upon sending of Current API access credentials to the Partner and will remain in effect until terminated by Partner or Current in accordance with Section 8(b).

(b) Termination.

(i) *Termination without Cause.* Partner may terminate this agreement for any reason by providing Current thirty (30) days' advance written notice. Current may terminate this Agreement for any reason by providing Partner thirty (30) days' advance notice.

(ii) *Termination for Cause.* Either Party may terminate this Agreement for cause upon thirty (30) days' notice to the other Party if there is any material breach of this Agreement by the other party, unless the defaulting Party has cured such breach within such thirty (30)-day notice period.

(c) Effect of Termination. Upon any termination of this Agreement: (i) all Partner's rights under this Agreement immediately terminate; (ii) Current may terminate Partner's access to, and processing of Partner's Content by, the Service Offerings on or after the date of termination; (iii) Partner will immediately return or, if instructed by Current, destroy all Amazon Content in Partner's possession; and (iv) terms that are, by their terms, to survive such termination, will survive such termination in accordance with their respective terms.

(d) Post-Termination Assistance. Current makes no offering of post termination assistance.

8. **Proprietary Rights.**

(a) Partner's Content. As between Partner and Current, Partner owns all right, title, and interest in and to Partner's Content. Partner consents to Current's use of Partner's Content to provide the Service Offerings to Partner and any End-Users. Current may disclose Partner's Content to comply with any request of a governmental or regulatory body (including subpoenas or court orders).

(b) Service Data. Partner agrees that Current and its affiliates may use information derived from or generated by the Service Offerings to provide, maintain, protect, and improve the Service Offerings and to develop new products and services as part of the Service Offering, to the extent permitted by applicable law.

(c) Adequate Rights. Partner represents and warrants to Current that: (i) Partner or Partner's licensors own all right, title, and interest in and to Partner's Content; (ii) Partner has all rights in Partner's Content necessary to grant the rights contemplated by this Agreement; and (iii) none of Partner's Content or any End-User's use of Partner's Content will violate the Acceptable Use Policy.

(d) Service Offerings. As between Partner and Current, Current or its affiliates or licensors own and reserve all right, title, and interest in and to the Service Offerings. Current will grant Partner access to the Service Offerings for which Partner has a current subscription and authorizes Partner to: (i) access and Use the Service Offerings solely in accordance with this Agreement; and (ii) copy and Use the Amazon Content solely in connection with Partner's permitted use of the Service. As used in the preceding sentence, ("Use") means Partner's internal use and use by Partner's End-Users to exchange data with Partner in connection with Partner's business, provided, that Use expressly excludes any selling, renting or leasing the Service Offerings or otherwise making the Service Offerings available as a time-share or commercial product or service. Except as provided in this Section 9(d), Partner obtains no rights under this Agreement from Current or Current's licensors to the Service Offerings, including any related intellectual property rights. Some Amazon Content may be provided to Partner under a separate license, including an Open Source Software license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to that Amazon Content. Partner's use of Third-Party Content may be subject to third party agreements accepted by Partner.

(e) Use Restrictions. Partner may not use the Amazon Content, Amazon Site, or Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Partner may not (i) modify, alter, tamper with, repair or otherwise create derivative works of any software included in the Amazon Content, Amazon Site, or Service Offerings (except to the extent software included in the Service Offerings is provided to Partner under a separate license that expressly permits the creation of derivative works), (ii) reverse engineer, disassemble or decompile the Amazon Content, Amazon Site, or Service Offerings or apply any other process or procedure to derive the source code of any software included in the Amazon Content, Amazon Site, or Service Offerings, (iii) access or use the Amazon Content, Amazon Site, or Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas or (iv) sell, rent or lease the Amazon Content, Amazon Site, or Service Offerings or make the Amazon Content, Amazon Site, or Service Offerings available as a commercial product or service. All rights granted to Partner in this Agreement are conditioned on Partner's continued compliance this Agreement and will immediately and automatically terminate if Partner does not comply with any provision of this Agreement.

(f) Suggestions. If Partner provides any Suggestion to Current or Current's affiliates, Current owns all right, title, and interest in and to the Suggestions, even if Partner has designated the Suggestions as confidential. Current and its affiliates will be entitled to use the Suggestions without restriction or compensation to Partner.

9. **DISCLAIMERS.**

(a) THE SERVICE OFFERINGS ARE PROVIDED "AS IS," AND NEITHER CURRENT NOR ITS AFFILIATES, SUPPLIERS OR LICENSORS MAKE ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS TO PARTNER OR ANY OTHER PARTY WITH RESPECT TO THE SERVICE OFFERINGS, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CURRENT MAKES NO REPRESENTATION OR WARRANTY THAT (I) THE SERVICE OFFERINGS WILL BE FREE FROM ERROR OR INTERRUPTION CAUSED BY

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CYBER-ATTACKS, OR THAT CURRENT WILL BE ABLE TO DETECT OR BLOCK ALL CYBER-ATTACKS, MALICIOUS OR OTHERWISE, FROM INTERFERING WITH PARTNER'S USE OF THE SERVICE OFFERINGS, (II) THE SERVICE OFFERINGS WILL SATISFY PARTNER'S REQUIREMENTS OR (III) THE SERVICE OFFERINGS WILL BE UNINTERRUPTED OR OPERATE ERROR-FREE OR BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE NOT EXPLICITLY SPECIFIED IN THE DOCUMENTATION. ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR SYSTEM INTEGRATION IS EXPRESSLY EXCLUDED AND DISCLAIMED.

10. **LIMITATION OF LIABILITY.**

(a) EACH PARTY AND EACH PARTY'S AFFILIATES OR LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OR DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, EACH PARTY AND EACH PARTY'S AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE OTHER PARTY'S ACTUAL DIRECT DAMAGES, UP TO THE AMOUNTS PAID BY SUCH OTHER PARTY FOR THE SERVICE GIVING RISE TO THE CLAIM IN THE 3-MONTH PERIOD PRECEDING THE CLAIM.

11. **Modifications.**

(a) Current may modify this Agreement (including any Policies) by notifying Partner in accordance with Section 14(g). The modified terms will become effective if Current notifies Partner by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, Partner agrees to be bound by the modified terms. Partner is responsible for checking regularly for any such modifications.

12. **Miscellaneous.**

(a) Confidentiality and Publicity. Partner may use Current Confidential Information only in connection with Partner's use of the Service Offerings as permitted under this Agreement. Partner will not disclose Current Confidential Information during the Term or at any time during the five (5)-year period following the end of the Term. Partner will use best efforts to avoid disclosure, dissemination or unauthorized use of Current Confidential Information, including, at a minimum, those measures Partner takes to protect Partner's own confidential information of a similar nature. Partner will not issue any press release or make any other public communication with respect to this Agreement or Partner's use of the Service Offerings. Partner will not misrepresent or embellish the relationship between Current and Partner (including by expressing or implying that Current supports, sponsors, endorses or contributes to Partner or Partner's business endeavors), or express or imply any relationship or affiliation between Current and Partner or any other person or entity except as expressly permitted by this Agreement.

(b) Force Majeure. Current and its affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond Current's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war.

(c) Independent Contractors; Non-Exclusive Rights. Current and Partner are independent contractors, and neither Party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Nothing herein shall be deemed to establish a partnership, joint venture, or agency relationship between the parties. Neither party shall have the right to obligate or bind the other party in any manner to any third party. The Parties reserve the right (i) to develop or have developed for it products, services, concepts, systems or techniques that are similar to or compete with the products, services, concepts, systems or techniques developed or contemplated by the other Party and (ii) to assist third party developers or systems integrators who may offer products or services which compete with the other Party's products or services.

(d) No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in

any individual or entity that is not a Party.

(e) U.S. Government Rights. The Service Offerings are provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions generally applicable to the Service Offerings. If Partner is using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Partner will immediately discontinue Partner’s use of the Service Offerings. The terms “commercial item” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

(f) Import and Export Compliance. In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Partner is solely responsible for compliance related to the manner in which Partner chooses to use the Service Offerings, including Partner’s transfer and processing of Partner’s Content, the provision of Partner’s Content to End-Users, and the region in which any of the foregoing occur.

(g) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “Notice”) will be in writing, in English and addressed to the Parties as set forth below.

(i) To Partner. All Notices to a Partner will be delivered via the email address associated with the Partner account. All Notices will be effective when Current sends the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with the Partner account when Current sends the email, whether or not you actually receive the email.

(ii) To Current. All Notices to Current will be delivered via (x) email to <http://www.currentbyge.com/contact/> or (y) personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid) to Current Lighting Solutions, LLC, 745 Atlantic Ave. Boston, MA 02111 Attention: General Counsel. Except as otherwise provided in this Agreement, a Notice to Current is effective only (i) upon receipt of the receiving Party (for email, receipt shall constitute one business day after sent so long as no notice of failure to deliver is received, and (ii) if you have complied with the requirements of this Section 14(g)

(h) Assignment. Partner may not assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Current, and any assignment in violation of this provision shall be void. Notwithstanding any other provision herein, Current may assign this Agreement without the consent of Partner in event of a Change in Control of Current. This Agreement shall be binding upon and inure to the benefit of Current and Partner and their respective successors, heirs, executors, administrators, and permitted assigns. “Change in Control” means the closing of (a) a merger, consolidation or similar transaction providing for the acquisition of the direct or indirect ownership of more than fifty percent (50%) of Current’s shares or similar equity interests or voting power of the outstanding voting securities or that represents the power to direct the management and policies of Current (including any acquisition arising through the offering of any shares of Current or any of its affiliates on any securities or stock exchange), or (b) the sale of all or substantially all of a Current’s assets related to the subject matter of the Agreement.

(i) No Waivers. The failure by Current to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit Current’s right to enforce such provision at a later time. All waivers by Current must be in writing to be effective.

(j) Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of this Agreement will remain in full force and effect.

(k) Governing Law; Venue. This Agreement, the subject matter of this Agreement and all related matters and legal relationships will be governed by, and construed in accordance with, the laws of the State of Ohio,

excluding the United Nations Convention On Contracts For The International Sale Of Goods and any rules of private international law or the conflict of laws that would lead to the application of any other laws. The Parties hereby submit to the exclusive venue and jurisdiction in the state and federal courts having jurisdiction over Cleveland, Ohio. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY.

(l) Modifications to Agreement. Current may modify this Agreement at any time by notifying you in accordance with Section 14(g). The modified terms will become effective upon Current notifying you by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the email account provided to Current regularly for modifications to this Agreement. Current last modified this Agreement on the date listed at the end of this Agreement.

(m) Entire Agreement. This Agreement (including the Policies applicable hereto) constitutes the entire agreement between Partner and Current regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements or communications between Partner and Current, whether written or oral, regarding the subject matter of this Agreement. Notwithstanding any other agreement between Partner and Current, the security and data privacy provisions in this Agreement (and the Data Protection Plan referenced herein) contain Current's and Current's affiliates' entire obligation regarding the security, privacy and confidentiality of Partner's Content. Current will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by Partner in any order, purchase order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this Agreement are inconsistent with the terms contained in any Policy, the terms contained in this Agreement will control. Partner may request a copy of this Agreement after Partner submits and Current's accepts the Agreement.