

connection therewith. Neither party nor its agents or employees are the representatives of the other party for any purpose and neither party has the power or authority as agent, employee, or any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

d. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes all prior agreements or discussions between the parties with respect to the matters contained herein.

e. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision of this Agreement, and the remaining provisions shall continue with the same effect as if such unenforceable or invalid provision had not been included in this Agreement.

f. Modification and Waiver. Except as otherwise expressly provided herein, any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or any particular instance and either retroactively or

prospectively) only with the written consent of the party against whom such modification or waiver will be enforced. No terms contained in a Subscriber purchase order or similar document will be binding on Titanium unless both parties execute the same as an addendum to this Agreement.

g. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties including but not limited to strikes, blockade, war, pandemics, revolutions, or riots, natural disasters, refusal of license by the government or other governmental agencies, or other stipulations or restrictions by the authorities, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable costs.

h. Notices. Any notice required or permitted to be given by either party under this Agreement shall be sent via email to the email address on file.