

EV CONNECT MASTER SERVICES AND SUBSCRIPTION AGREEMENT

This Master Services and Subscription Agreement (this "Agreement"), is hereby made a part of, and effective as of the date of acceptance (the "Effective Date") of, each Subscription Order accepted by EV Connect, Inc., a California corporation ("EVC"), with respect to the subscriber named therein ("Subscriber").

1. **DEFINITIONS.** The following terms shall have the definitions set forth below when used in this Agreement:

- 1.1. "Addendum" means an addendum to this Agreement which amends or supplements the terms of the Agreement, but is otherwise incorporated into and made a part hereof.
- 1.2. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.
- 1.3. "Authorized User" means any person authorized by Subscriber to access and use its Charging Stations.
- 1.4. "Charging Station" means the electric vehicle charging station(s) owned by Subscriber or provided by EVC pursuant to a subscription hereunder, which have embedded within them EV Connect hardware and/or firmware, enabling Subscriber to register and activate such charging stations on the EVC Charging Network.
- 1.5. "Cloud Services" means the various "software as a service" offerings made available for subscription to Subscriber by EVC.
- 1.6. "Documentation" means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to EVC Charging Network Services and/or the EVC Charging Network and made available from time to time by EVC to Subscriber in any manner (including on-line).
- 1.7. "EVC" means EV Connect, Inc., a California corporation.
- 1.8. "EVC Charging Network" means the open-platform network of electric vehicle charging stations and the vehicle charging applications it delivers, that is operated and maintained by EVC in order to provide various services to, among others, Subscriber, its employees, and Authorized Users.
- 1.9. "EVC Charging Network Portals" means any of the secure Internet web portals and mobile smart phone applications established and maintained by EV Connect which will allow Subscriber to access EVC Charging Network Services.
- 1.10. "EVC Charging Network Services" means, collectively, the various software as a service offerings made available for subscription by EVC.
- 1.11. "EVC Intellectual Property" means all Intellectual Property Rights of EVC relating to the EVC Marks, the EVC Charging Network, the EVC Charging Network Services, Radio Frequency Identification Cards, EVC Charging Network Portals, and all related accounts, mobile or web-based client applications, and all other Intellectual Property Rights of EVC, regardless of the nature of such rights.
- 1.12. "EVC Marks" means the various trademarks, service marks, names and designations used in connection with the EV Connect products and services, including, without limitation, EVC Charging Network.
- 1.13. "Installation Services" means, if provided under this Agreement, the installation, network provisioning and testing by EVC of Charging Stations at Subscriber's facilities. Installation Services will be subject to a separate agreement with EVC or its subcontractor.
- 1.14. "Intellectual Property Rights" means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.
- 1.15. "Maintenance Services" means, if selected, the hardware maintenance services to be performed by EVC with respect to Charging Stations. Maintenance Services will be subject to a separate agreement executed by Subscriber and EVC.
- 1.16. "Malicious Code" means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.
- 1.17. "Party" means each of EVC and Subscriber.

- 1.18. "Regulatory Charges" means any and all charges that are imposed on the use of electric vehicle charging stations by applicable state and federal regulatory authorities.
- 1.19. "Removal Services" means, if applicable, upon termination of the subscription applicable to one or more Charging Stations under this Agreement, the disconnection and removal by EVC of such Charging Stations. Removal Services will be subject to a separate agreement with EVC or its subcontractor.
- 1.20. "Services Fees" means the fees payable by Subscriber to EVC for, as applicable, (a) subscribing to any EVC Charging Network Services as set forth in an applicable purchase order issued by Subscriber and accepted by EVC; (b) EVC Charging Stations; (c) Installation Services; (d) Maintenance Services; and (e) Removal Services.
- 1.21. "Session" or "Charging Session" means a session during which an Authorized User is using a Charging Station to charge his or her electric vehicle that lasts for a continuous period of time measuring not less than five (5) minutes, commencing when an Authorized User has accessed such Charging Station and ending when such Authorized User has terminated such access.
- 1.22. "Session Fees" means the fees set by the Subscriber for each Charging Session, including any applicable Taxes and/or Regulatory Charges.
- 1.23. "Subscriber" means the party ordering EVC Charging Network Services via a Subscription Order.
- 1.24. "Subscriber's Charging Station" means a Charging Station that is owned by Subscriber or an Affiliate of Subscriber, or that is leased to or otherwise made available to Subscriber by a party other than EVC.
- 1.25. "Subscription Order" means a written order for EVC Charging Network Services that is accepted by EVC. EVC may accept or reject any request for services in its sole discretion.
- 1.26. "Net Session Fees" means the total amount of Session Fees collected on behalf of the Subscriber by EVC less Taxes, Transaction Fees, and Regulatory Charges, if any, required by law to be collected by EVC from Authorized Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes and Regulatory Charges incurred in connection with the Charging Stations.
- 1.27. "Taxes" means sales, use and other taxes imposed on the use of electric vehicle charging stations by applicable taxing authorities.
- 1.28. "Transaction Fees" means, for each Charging Session, the amount set forth in the Subscription Order, which may be a percentage of the total Session Fees or a fixed dollar amount, to cover the transaction and processing fees incurred during processing of credit card or other payment methods.

2. EVC'S RESPONSIBILITIES AND AGREEMENTS.

- 2.1. Network Operation. EVC agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting the EVC Charging Network infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Subscriber's Charging Stations to any EVC Charging Network operations center); (ii) provisioning and operating, maintaining, administering and supporting the EVC Charging Network Web Portal; and (iii) operating the EVC Charging Network in compliance with all applicable laws.
- 2.2. Limitations On Responsibility. EVC shall not be responsible for, and makes no representation or warranty with respect to the following: (i) Specific location(s) or number of charging stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of charging stations that comprise the EVC Charging Network; (ii) Continuous availability of electrical service to any Charging Station; (iii) Continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by EVC of the EVC Charging Network; (iv) Availability of or interruption of the EVC Charging Network attributable to unauthorized intrusions; and/or (v) Charging Stations that are not registered with and activated on the EVC Charging Network.

3. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

- 3.1. General. Subscriber shall be solely responsible for: (i) Keeping current its contact information, email address for the receipt of notices hereunder, and billing address for invoices; (ii) updating on the EVC Charging Network Web Portal, within five (5) business days, the registered location to which any of Subscriber's Charging Stations are moved; (iii) The non-warranty maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing EVC of the existence of any Subscriber's Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; (iv) registration of and activation of Subscriber's Charging Stations on the EVC Charging Network; and (v) Operating and maintaining Subscriber's Networked Charging Stations in compliance with all applicable laws.

3.2. Representations and Warranties of Subscriber. Subscriber represents and warrants to EVC that: (i) It has the power and authority to enter into and be bound by this Agreement and to install (or authorize EVC to install) the Charging Stations and any other electrical vehicle charging products to be registered and activated on the EVC Charging Network at Subscriber Location(s); (ii) The electrical usage to be consumed by Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) It has not installed or attached, and will not authorize or direct EVC to install, Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

3.3. Further Agreements Related to Use of the EVC Charging Network. Subscriber further acknowledges and agrees with EVC that: (i) Subscriber will not remove, conceal or cover the EVC Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Charging Stations; (ii) Subscriber shall comply with, and shall have responsibility for and cause its employees and agents accessing or using EVC Charging Network Portals to comply with, all of the rules, regulations and policies of EVC; (iii) Subscriber shall be responsible for using the EVC Charging Network Services in compliance with this Agreement, and in particular, shall: (A) use commercially reasonable efforts to prevent unauthorized access to EVC Charging Network Services, (B) not sell, resell, license, rent, lease or otherwise transfer the EVC Charging Network Services to a third party, (C) not interfere with or disrupt the integrity of the EVC Charging Network, the EVC Charging Network Services or any third party data contained therein, and (D) not attempt to gain unauthorized access to the EVC Charging Network or the EVC Charging Network Services or their related systems or networks. All data collected by EVC in connection with the operation of the EVC Charging Network shall be owned by EVC; provided that Subscriber shall have the right to access and use such data, as it pertains to Subscriber's Charging Stations, through a subscription to one or more EVC Charging Network Services.

4. FEES AND PAYMENTS FOR EVC CHARGING NETWORK SERVICES.

4.1. Services Fees. Subscriber shall pay all Services Fees defined in the Subscription Order within thirty (30) days of its receipt of an invoice with respect thereto. Except as otherwise specified herein, (i) Services Fees are quoted in and payable in U.S. Dollars, (ii) Services Fees for EVC Charging Network Services and Maintenance Services are based on Subscriber's choice of subscription or maintenance plan and not on actual usage, (iii) Service Fees for Installation Services and Removal Services are quoted per Charging Station, and may vary by model and location of the Charging Station; (iv) payment obligations are non-cancelable and are non-refundable, and (v) Services are non-transferable; provided that, Services may be transferred to a Charging Station that is purchased by Subscriber to replace a de-commissioned, previously networked, Charging Station.

4.2. Overdue Services Fees. If any invoiced Services Fees are not received by EVC by the due date, then such charges: (i) may accrue late interest at the rate ("Interest Rate") of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until paid, and (ii) in the event Subscriber has not paid Services Fees within thirty (30) days of the due date, EVC may condition future Services renewals and acceptance of purchase orders for additional EVC Charging Network Services on payment terms other than those set forth herein.

4.3. Acceleration And Suspension of EVC Charging Network Services. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, EVC may, without otherwise limiting EVC's rights or remedies under this Agreement, terminate this Agreement, and/or suspend the use by Subscriber of the EVC Charging Network Services until such amounts are paid in full.

4.4. Payment Disputes. EVC shall not exercise its rights under Section 4.2 (Overdue Services Fees) or Section 4.3 (Suspension of EVC Charging Network Services) if the applicable charges are under reasonable and good faith dispute and Subscriber is cooperating diligently to resolve the dispute.

4.5. Session Fees. Subscriber shall have sole authority to determine and set in real-time the Session Fees (which shall include all applicable Taxes and Regulatory Charges) applicable to Charging Stations. The Subscriber is enabled to set the Session Fee on the basis of dollars per hour in increments of whole dollars and other per session or per kilowatt hour options.

4.6. Deductions from Session Fees. In exchange for EVC collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes EVC to deduct Transaction Fees and, to the extent required by Section 4.8, applicable Taxes and Regulatory Charges.

4.7. Payment to Subscriber of Net Session Fees. EVC shall remit the US\$ equivalent of the Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar quarter to the address set forth in Subscriber's Account information registered on the applicable Network Web Portal.

4.8. Taxes, Regulatory Charges and Transaction Fees. Subscriber is responsible for the payment of all Taxes and Regulatory charges incurred in connection with Session Fees; provided that, EVC shall be responsible for collection and remittance of all Taxes and Regulatory Charges required by law to be collected and/or remitted to the appropriate taxing or regulatory authorities. In addition, for each Charging Session, EV Connect will charge a Transaction Fee equal to 12% of the total Session Fees, or as otherwise agreed in writing, to cover transaction and payment processing fees.

5. PROPRIETARY RIGHTS.

5.1. Reservation of Rights. EVC reserves all right, title and interest in and to the EVC Charging Network Services, including all related Intellectual Property Rights. No rights are granted to Subscriber hereunder except as expressly set forth herein. EVC shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the EVC Charging Network Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Authorized Users relating to the EVC Charging Network Services.

5.2. Restrictions On Use. Except as otherwise agreed in writing, Subscriber shall not: (i) create derivative works based on the EVC Charging Network Services, (ii) copy, frame or mirror any part or content of the EVC Charging Network Services, other than copying or framing on Subscriber's own intranets or otherwise for Subscriber's own internal business purposes, (iii) reverse engineer any Charging Station or Cloud Service, or (iv) access the EVC Charging Network, any EVC Charging Network Web Portal or the EVC Charging Network Services for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of any EVC Charging Network Web Portal or the EVC Charging Network Services.

5.3. Grant of Limited License For EVC Marks.

- (a) License Grant. Subscriber is granted under this Agreement the nonexclusive privilege of displaying the EVC Marks during the Term of this Agreement in connection with Charging Stations. Subscriber warrants that it shall not use any of the EVC Marks for any products other than Charging Stations. From time to time, EVC may provide updated trademark usage guidelines with respect to Subscriber's use of the EVC Marks, which will be made available on a EVC Charging Network Web Portal, in which case Subscriber thereafter shall promptly comply with such guidelines. If no such guidelines are provided, then for each initial use of the EVC Mark, Subscriber must obtain EVC's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the EVC Mark solely in the approved manner. The EVC Marks may not be used under this Agreement as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates.
- (b) No Registration of EVC Marks By Subscriber. Subscriber shall not directly or indirectly register or apply for or cause to be registered or applied for any EVC Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially similar to an EVC Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of EVC, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by EVC .
- (c) Termination And Cessation of Use of EVC Marks. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of the name EVC and the EVC Marks.

6. LIMITATIONS ON EVC'S AND SUBSCRIBER'S LIABILITY.

6.1. Limitation of Liability. EVC's aggregate liability under this Agreement shall not exceed the greater of (i) aggregate Services Fees paid by Subscriber to EVC in the calendar year prior to the event giving rise to the Claim or (ii) Ten Thousand Dollars (\$10,000).

6.2. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR

PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE EVC CHARGING NETWORK, ANY EVC CHARGING NETWORK SERVICES, THIS AGREEMENT OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, EVC'S LIABILITY IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.3. EXCLUSION OF WARRANTIES. THE EVC CHARGING NETWORK AND THE EVC CHARGING NETWORK SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NO INFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES THE IMPLIED WARRANTIES GRANTED BY EVC SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Electrical, Cellular And Internet Service Interruptions. Neither EVC nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to the EVC Charging Network; (iii) interruptions attributable to unauthorized EVC Charging Network intrusions; or (iv) interruptions in services provided by any Internet service provider not affiliated with EVC. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

7. TERM AND TERMINATION.

7.1. Term of Agreement. This Agreement shall become effective on the Effective Date and shall continue until the expiration or termination of all applicable Subscription Orders.

7.2. Subscription Term. Subscriptions to EVC Charging Network Services shall commence (i) if such services are acquired for use with a new Charging Station, on the earlier to occur of (x) the date such new charging station is installed and provisioned on the EVC Charging Network or (y) forty five (45) days after the date such new charging station is installed and (ii) in all other cases, the start date specified in the purchase order related thereto. EVC Charging Network Services subscribed to by Subscriber shall continue for the applicable subscription term (the "Subscription Term"), unless this Agreement is otherwise terminated, changed or canceled by EVC or Subscriber as allowed by the terms and conditions set forth herein.

7.3. Termination.

(a) By EVC. This Agreement, all Subscription Terms and Subscriber's continuing access to EVC Charging Network Services may be immediately suspended or terminated: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days, or five (5) days in the case of any payment default, of the date of its receipt of written notice thereof, (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon EVC, or (iv) if, pursuant to the terms of this Agreement, EVC is otherwise permitted the right to terminate upon the occurrence of an event or events.

(b) By Subscriber. This Agreement may be immediately terminated by Subscriber: (i) if EVC is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, or (ii) EVC becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors. This Agreement may be terminated by Subscriber for convenience upon the voluntary deactivation and removal from registration via the applicable EVC Charging Network Web Portal of all Subscriber's Charging Stations from the EVC Charging Network, at which time this Agreement shall terminate effective immediately; provided, that Subscriber shall not be entitled to any refund of any Service Fees as a result of such termination for convenience and Subscriber shall

remain liable for the payment of Service Fees for any period prior to the termination date through the end of the applicable subscription term. For the avoidance of doubt, Subscriber shall not be entitled to voluntarily deactivate or remove from registration any EVC Charging Stations.

7.4. Refund Or Payment Upon Termination. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 7.3(b)(i), or (ii) the election of EVC to terminate this Agreement pursuant to Section 7.3(a)(iii), EVC shall refund to Subscriber a pro-rata portion of any pre-paid Service Fees based upon the Subscription Term for which such fees were paid and the remaining period of such Subscription Term. Upon any termination for cause by EVC pursuant to Section 7.3(a)(i), (ii) or (iv) or upon the voluntary removal from registration and activation of all of Subscriber's Network Charging Stations from the EVC Charging Network, Subscriber shall pay any unpaid Service Fees covering the remainder of all Subscription Terms. In no event shall any termination relieve Subscriber of any liability for the payment of Service Fees for any period prior to the termination date.

8. MISCELLANEOUS.

8.1. Amendment Or Modification. No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by the Party or Parties against whom the amendment, modification or waiver is to be asserted.

8.2. Waiver. The failure of any Party at any time to require performance by the other Party or Parties of any obligation hereunder will in no way affect the full right to require such performance at any time thereafter. The waiver by a Party of a breach of any provision hereof will not constitute a waiver of the provision itself. The failure of a Party to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of each Party against whom such waiver is sought to be enforced. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

8.3. Force Majeure. Except with respect to payment obligations, neither EVC nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence (a "Force Majeure Event"). A Force Majeure Event will include, but not be limited to, fire, flood, earthquake or other natural disaster (irrespective of such party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

8.4. Applicable Law. This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law and the state and federal courts located in Los Angeles County, California, shall have exclusive jurisdiction over any claim arising under this Agreement.

8.5. Waiver of Jury Trial. Each Party hereby waives any right to jury trial in connection with any action or litigation arising out of this Agreement.

8.6. Survival. Those provisions dealing with the Intellectual Property Rights of EVC, limitations of liability and disclaimers, restrictions of warranty, indemnification, applicable law and such other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto notwithstanding expiration or termination of this Agreement.

8.7. Severability. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby. If, however such invalidity or unenforceability will, in the reasonable opinion of either Party cause this Agreement to fail of its intended purpose and the Parties cannot by mutual agreement amend this Agreement to cure such failure, either Party may terminate this Agreement for cause as provided herein above.

8.8. Assignment. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of EVC (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section 8.8, EVC shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. In the event of such a termination, Subscriber shall pay any unpaid Service Fees covering the remainder of the Service Term for any accepted Purchase Orders. In no event shall any termination relieve Subscriber of any liability for the payment of Service Fees or Transaction Fees for any period

prior to the termination date. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. EVC may assign its rights and obligations under this Agreement.

8.9. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Subscription, the number of stations for which such Subscription is ordered, the term of such subscriptions and applicable subscription fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

8.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.