
SEAMLESS SOLUTION SOFTWARE-AS-A-SERVICE AGREEMENT (APRIL 2022)

IMPORTANT: UPON CREATING AN ACCOUNT WITH SUDRANIA FUND SERVICES CORP. AND BEING GRANTED ACCESS OR USING OR SUBSCRIBING TO SUDRANIA'S SEAMLESS SOLUTION YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS WILL APPLY TO YOUR USE OF THE SEAMLESS SOLUTION THAT SUDRANIA FUND SERVICES CORP. OFFERS FROM TIME TO TIME.

Sudrania Fund Services Corp. is an online financial services software business based in Chicago, USA, and is happy to provide you with the opportunity to utilize Seamless Solution™: a cloud-based integrated solution for post-trade operations and accounting. The "Seamless Solution" includes Portfolio Accounting & Reporting, Fund Accounting & Reporting, and Investor Accounting & Reporting features. The Seamless Solution™ is provided via the internet and is a software-as-a-service arrangement.

This Software-as-a-Service Agreement (the "Agreement" or "Terms and Conditions") governs your use of the Seamless Solution and any related services provided by Sudrania Fund Services Corp., a Delaware Corporation located at 633 Rogers St, Suite 106, Downers Grove, IL 60515 ("Sudrania").

You or your company are defined in this Agreement as the "Client."

If you are granted access or use or subscribe to the Seamless Solution, or if you click "I agree," or if you take any other affirmative action indicating acceptance of this Agreement, then you have agreed to these Terms and Conditions. If you are an agent or employee of the intended individual or entity granted access or subscriber or user, then you represent and warrant that you are authorized to bind such individual or entity or subscriber or user to this Agreement. If you do not agree to this Agreement, then you are not authorized to use Seamless Solution.

1. Definitions

- a) **Administrator:** those person(s) that the Client designate(s) to purchase on behalf of the Client use of Seamless Solution, authorize Users under the Agreement, create accounts for additional Users and otherwise administer the Client's use of Seamless Solution.
- b) **Components:** the individual modules or products that comprise the Seamless Solution. From time to time, Sudrania may, in its discretion, introduce or remove features and functions of the Components, or add Components.
- c) **Controller:** a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

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- d) **Client Data:** any of the Client's information, documents, or electronic files that are provided or uploaded in order to use the Seamless Solution.
 - e) **Documentation:** the online documentation concerning the features, functionality, and use of the Seamless Solution provided at Sudrania.com.
 - f) **Error:** any reproducible material failure of the Seamless Solution to function substantially in accordance with Documentation.
 - g) **Maintenance Windows:** for both standard maintenance and emergency maintenance. Standard maintenance windows will be published in advance on Sudrania's website and the Clients will also receive emails. Emergency maintenance will occur as needed, with reasonable efforts made to publish and notify the Client of emergency maintenance. It is possible that advance notification of an emergency window may not occur.
 - h) **Personal Data:** any information relating to a person (a 'data subject') who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical physiological, genetic, mental, economic, cultural or social identity of that person.
 - i) **Processor:** a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
 - j) **Processing:** means any operation or set of operations which is performed on personal information or on sets of personal data whether or not by automated means, such as collection, recording, organisation, structuring, storage, alteration, retrieval, consultation, use, disclosure, dissemination, restriction, erasure or destruction.
 - k) **Standard Contractual Clauses:** means an agreement that will be executed by and between Controller and Processor pursuant to the European Commission's decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.
 - l) **Seamless Solution:** the software service that the Client subscribes to, including any Updates. Seamless Solution is made up of individual Components.
 - m) **Support:** the ongoing support services that Sudrania provides to support your use of Seamless Solution, as described below in Section 3.
 - i. **Update:** any patch, bug x, release, version, modification, or successor to the Seamless Solution.

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- ii. **User:** a named individual to whom the Client has granted access to use the Seamless Solution on the Client's behalf.
 - n) **Edition:** the named configuration of the Seamless Solution for which the Client subscribes. Edition defines the specific Components, features, limits, and/or use restrictions applicable to the Client's subscription or use or access level. From time to time, new Components or features will be introduced to the Seamless Solution, and those Components or features may be restricted to specific Editions. New named Editions may also be introduced from time to time. Any white-labelled Edition will be identified with the name agreed upon with the Client for such a white-labelled solution. The Components and features of the white-labelled Editions may be different than Seamless Solution. Sudrania may also develop and release Editions that are priced differently (which may be higher or lower) than the edition the Client is using or granted access to or has subscribed to. The Client will not get an automatic upgrade to such Editions unless a separate agreement for the other Edition is executed. The Components and features of such Editions may be different than Seamless Solution.
 - o) **Effective Date:** the date on which the Client's access or use or subscription to Seamless Solution begins.

2. Use Rights.

Sudrania owns all right, title, and interest in and to the Seamless Solution, and all intellectual property rights subsisting therein, including all patents, copyrights, source code, trademarks, and trade secrets. Client owns its Client Data.

- a) **Use Rights.** The Client's Users are the only individuals with the right to access and use Seamless Solution. All use of Seamless Solution is for the Client's business purposes only. Use rights are non-transferable to another customer or entity unless Sudrania is notified in writing in advance and agrees. As a condition of transfer, any transferee agrees to be bound by this Agreement. The Client must ensure that all access, use and receipt by Users is subject to and in compliance with this Agreement. The Client will not use CommonSubDoc in any way that violates the terms of this Agreement or for any purpose or in any manner that is unlawful or prohibited by this Agreement.
- b) **Use Restrictions.** The Client shall not, directly or indirectly, alone or with another party, download Seamless Solution, modify the Seamless Solution, reverse engineer or decompile, or create derivative works based upon the Seamless Solution. The Client shall not license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the Seamless Solution.
- c) **Administrator.** The Client shall designate one or more Administrators responsible for managing User access to Seamless Solution, including adding and deleting Users. Users shall not share passwords/username.

- d) **Client Data.** Sudrania acknowledges and agrees that the Client owns, and shall remain the owner of, all right, title and interest in and to the Client Data and Sudrania has no ownership rights with respect thereto; provided, however, that the Client grants Sudrania and its affiliates a nonexclusive, non-transferable (except as provided in this Agreement), non-sublicensable right and license to use, copy, transmit, modify and display Client Data solely for purposes of enabling the Client's use of the Seamless Solution. Except as the Client may otherwise permit, Sudrania shall not use, copy or display Client Data except to improve the Seamless Solution or generate anonymous statistical analysis, trends or indexes, and/or as necessary to perform its obligations hereunder. Sudrania will employ industry standard or better protections to prevent unauthorized disclosure or exposure of Client Data.
- e) **Client Responsibilities.** The Client assumes all risks arising from the use of the Seamless Solution, including any private or confidential data, Client Data, or other private information uploaded to the Seamless Solution, including the risk of any inadvertent disclosure or unauthorized access thereto.
- f) **Security.** Sudrania shall undertake commercially reasonable efforts to make the Seamless Solution secure from cyber-attacks. However, the Client is solely responsible for maintaining the security of all Usernames and passwords granted, for the security of its information systems used to access the Seamless Solution, and for its Users' compliance with the terms and obligations of this Agreement. The Client will immediately notify Sudrania if it becomes aware of any loss or theft or unauthorized use of any of the Client or User passwords or usernames. Sudrania may, in its discretion, terminate or suspend access to any User or the Client if Sudrania believes that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Seamless Solution.

3. Support

- a) **Services Generally.** Sudrania shall undertake commercially reasonable efforts to make the Seamless Solution available to the Client on a 24/7 basis, subject to Maintenance Periods, but does not guarantee or warrant to the Client that access to the Seamless Solution will always be available.
- b) **Updates.** Sudrania may, from time to time, make Updates to the Seamless Solution that apply to the Client's Edition at no additional charge. From time to time, new Components or features may be released that are applied selectively to different Editions of Seamless Solution. Only those Updates that apply to the Client's Edition will be delivered automatically to the Client at no additional charge.
- c) **Support Options and Procedures.** Sudrania shall provide general support to the Client and its Users as described in the Support Section of the Sudrania website, or within the Seamless Solution. Sudrania may offer premium support options to the Client at an additional charge.

- d) **Error Correction.** Sudrania shall use commercially reasonable efforts to correct all Errors, to provide a reasonable workaround, and to maintain 24/7 Seamless Solution availability. The Client shall provide such access, information, and support as Sudrania may reasonably require for Error support. Sudrania has no other liability to the Client for Errors or unavailability of Seamless Solution. Without limiting the foregoing, Sudrania is not obligated to correct any Errors or provide any other support if such Errors or need for support was created in whole or in part by: (i) the Client's acts, omissions, negligence or willful misconduct, including any changes to the Client's operating environment; (ii) any failure or defect of the Client's or a third party's equipment, software, facilities, applications, or internet connectivity; or (iii) a cause outside the control of Sudrania, such as a Force Majeure Event. A Force Majeure Event is defined as acts of God, war, labor disputes or strikes, riot, piracy, sabotage, storm, terrorist attack, fire, pandemic or quarantine restrictions, acts of governmental agencies, regulators or authorities, equipment or transmission failure or damage, electrical, internet, or telecommunication outage, in each case, reasonably beyond its control, or other causes reasonably beyond its control.
- e) **Limitation of Remedies.** Section 3 sets forth the Client's sole remedies for any Errors or unavailability of Seamless Solution.

4. Subscription Fees. In consideration for making the Seamless Solution available to the Client hereunder, the Client shall pay Sudrania the Subscription Fees as described on the Sudrania website or as otherwise mutually agreed upon. All Subscription Fees shall be paid in a timely manner. In the event of the Client's failure to pay the Subscription Fees, Sudrania may immediately and without notice to the Client discontinue and terminate the Client's access to the Seamless Solution. The Client will receive notice of changes in pricing at least 60 days before the change in pricing will take effect.

5. Term and Termination

- a) **Term.** The Term of this Agreement commences on the Effective Date hereof. If the Client has an annual Subscription Fee, then the Term will continue until the one-year anniversary of the Effective Date and will automatically renew for additional annual terms and the payment of subsequent annual Subscription Fees will be due on the date of the renewal. If the Client has elected a monthly recurring Subscription Fee, this Agreement will continue until a party notifies the other party at least 30 days in advance of its intention to terminate.
- b) **Termination for Cause.** Sudrania can terminate this Agreement: (i) immediately upon any failure to pay by the Client; (ii) immediately upon any breach by the Client of Section 2(a) or (b); (iii) within 10 days of written notice for any other breach, specifying the breach, if such breach remains uncured at the expiration of such period; or (iv) immediately, if the Client becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors.

- c) **Obligations Upon Termination.** Upon any termination of this Agreement, Sudrania shall immediately terminate the Client's use of and access to the Seamless Solution. CUSTOMER ACKNOWLEDGES THAT IF CUSTOMER IS USING AN EDITION OF THE SEAMLESS SOLUTION THAT IS PROVIDED FREE OF CHARGE, OR AN ALPHA OR BETA VERSION, THEN SUDRANIA IS UNDER NO OBLIGATION TO MAKE OR CONTINUE TO PROVIDE ACCESS TO THE SEAMLESS SOLUTION, AND ALL USE OF SUCH EDITION OF THE SEAMLESS SOLUTION IS AT CUSTOMER'S SOLE RISK.

6. Confidentiality

- a) **Confidential Information.** "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of a party that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (ii) the disclosing party designates as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation: (i) non-public information relating to a party's technology, customers, business plans, promotional and marketing activities, finances, and other business affairs; (ii) third party information that the Client or Sudrania is obligated to keep confidential; and (iii) Client Data. Notwithstanding the above, the term "Confidential Information" does not include any information that is either: readily discernible from publicly available products or literature; is rightfully in a party's possession; is approved for disclosure; is disclosed according to a valid court order or is required to be disclosed under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.
- b) **Use of Confidential Information.** Each party shall only use Confidential Information furnished to it hereunder in furtherance of the activities contemplated by this Agreement, and, except as authorized in this Agreement, it shall not disclose the Confidential Information to any other persons without the disclosing party's express written authorization.

7. Indemnification.

- a) **IP Indemnity.** Sudrania shall defend, indemnify and hold harmless the Client from and against any final judgment, including an award of reasonable attorney's fees, that may be awarded by a court of competent jurisdiction against the Client, resulting from any third-party claim, suit or proceeding that arises from the Client's use of the Seamless Solution in accordance with this Agreement that infringes or misappropriates any U.S. trade secret, trademark, or copyright ("Claim").

Notwithstanding the foregoing Sudrania will have no indemnity obligation to the Client if the alleged infringement or misappropriation is based on (i) any combination, operation,

or use of the Seamless Solution with products, services, information, materials, technologies, business methods or processes not furnished by Sudrania to the extent the infringement or misappropriation is based on such combination, operations or use; (ii) any modification (other than by Sudrania) to the Seamless Solution to the extent the infringement or misappropriation is based on such modification; (iii) use of the Seamless Solution in violation of or outside the scope of this Agreement, (iv) an allegation that the Seamless Solution consists of a function, system or method traditionally utilized in similar software that is not commercially unique to the Seamless Solution, and the commercially unique aspects of the Seamless Solution are not identified in the allegation giving rise to the Claim, or (v) user interface or related user design elements not provided by Sudrania.

The foregoing indemnity is subject to the Client: notifying Sudrania in writing within thirty (30) days of becoming aware of any such Claim; giving Sudrania sole control of the defense or settlement of such a Claim; and providing Sudrania with any and all information and assistance reasonably requested by Sudrania to handle the defense or settlement of the Claim.

Notwithstanding the foregoing, in the event of such a claim, or if Sudrania believes that such a Claim is likely, Sudrania may, at its sole option and expense: (a) modify the Seamless Solution or provide the Client with a substitute that is non-infringing; or (b) obtain a license or permission for the Client to continue to use the Seamless Solution, at no additional cost to the Client; or (c) if neither (a) nor (b) is, in Sudrania's judgment, commercially practicable, terminate the Client's access to the Seamless Solution (or to a portion of the Seamless Solution as necessary to resolve the claimed infringement) and refund any prepaid but unused fees covering use of the Seamless Solution after termination. THIS SECTION 7(a) STATES SUDRANIA'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS SECTION 7(a).

FOR CUSTOMERS USING ONLY A FREE, ALPHA OR BETA EDITION OF THE SEAMLESS SOLUTION, THIS SECTION 7(a) DOES NOT APPLY AND CUSTOMER ACKNOWLEDGES THAT IT IS ARE NOT ENTITLED TO ANY INDEMNIFICATION.

- b) **Client Indemnity.** The Client will indemnify, defend and hold Sudrania and its affiliates harmless, at the Client's expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against Sudrania or its affiliates (and their officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party to the extent that such Action is based upon or arises out of:
- (a) unauthorized or illegal use of the Seamless Solution by the Client or its affiliates or any User,
 - (b) the Client or its affiliates' noncompliance with or breach of this Agreement,
 - (c) the Client or its affiliates' use of third-party products, or
 - (d) the unauthorized use of the Seamless Solution by any other person using the Client or User information.

8. Service Level Commitments, Disclaimers, and Limitations

- a) **Service Level Commitments; Credits.** Sudrania does not guarantee network availability between the Client and the Sudrania hosting servers. Sudrania will not be liable for nor provide any service credits hereunder for any downtime caused in whole or part by a third-party data center provider nor for any downtime that the Client experiences as a result of the Client's network connectivity issues. If the Client experiences an outage and is unable to access the Seamless Solution, the Client must immediately contact Sudrania's help desk, providing any/all necessary information that may assist Sudrania in determining the cause of the outage. Sudrania will determine in good faith whether the outage was within Sudrania's reasonable control. If attributable to Sudrania, then Sudrania will credit pro-rated Subscription fees for every 2 or more hours of continuous downtime.

THIS SHALL BE CUSTOMER'S SOLE REMEDY, AND SUDRANIA'S SOLE AND ENTIRE LIABILITY, FOR SUDRANIA'S FAILURE TO PROVIDE THE AVAILABILITY TO THE SEAMLESS SOLUTION.

- b) **Disclaimer of Warranties.** EXCEPT FOR THE LIMITED SERVICE LEVEL COMMITMENTS SET FORTH IN SECTION 8(a), SUDRANIA DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SEAMLESS SOLUTION, THE SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SEAMLESS SOLUTION. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH IN THE LIMITED SERVICE LEVEL COMMITMENTS IN SECTION 8(A), SUDRANIA DISCLAIMS ANY WARRANTY THAT THE SEAMLESS SOLUTION, THE SERVICES PROVIDED BY SUDRANIA, OR THE OPERATION OF THE SEAMLESS SOLUTION ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. SUDRANIA MAKES NO, AND HEREBY DISCLAIMS, ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- c) **Disclaimer of Consequential Damages.** SUDRANIA HAS NO LIABILITY WITH RESPECT TO THE SEAMLESS SOLUTION, SERVICES, OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE OR ANY SIMILAR TYPE OF DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA, LOST REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, DAMAGE TO REPUTATION, BUSINESS INTERRUPTION, DOWNTIME COSTS, LOSS OF PROFITS AND THE COST OF COVER) EVEN IF SUDRANIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- d) **Limitations of Remedies and Liability.** SUDRANIA'S TOTAL AGGREGATE LIABILITY TO CUSTOMER FOR ANY REASON INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO (1) IN THE CASE OF A MONTHLY SUBSCRIPTION FEE PAYMENT PLAN, ALL FEES PAID TO SUDRANIA BY THE CUSTOMER DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY; (2) IN THE CASE OF CUSTOMER ON AN ANNUAL PAYMENT PLAN, ALL FEES PAID TO SUDRANIA BY THE CUSTOMER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

9. User Privacy

Sudrania collects certain personal data about customers in connection with the use of the Seamless Solution and otherwise in connection with these Terms and Conditions.

The customer understands and agrees that Sudrania may access, preserve, and disclose the personal data in order to provide access to the Seamless Solution or if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to comply with legal process or protect the rights, property and/or safety of Sudrania its affiliates or the public.

10. GDPR Data Processing Addendum

- To the extent that Sudrania processes any Personal Data that is subject to the General Data Protection Regulation (the "GDPR"), on the Client's behalf, in the provision of the services hereunder, the terms of the Data Processing Addendum (the "Data Processing Addendum"), which are hereby incorporated by reference, shall apply. The Data Processing Addendum is available at [here](#).
- If the Client is located in the European Union or the European Economic Area (EEA), the Standard Contractual Clauses (adopted by the European Commission and attached to the Data Processing Addendum) which provide adequate safeguards with respect to the Personal Data processed by Sudrania under this Agreement and the provisions of the Data Processing Addendum shall apply.

The Client acknowledges in all cases that Sudrania acts as the data processor and the Client is the data controller under General Data Protection Regulation (GDPR).

11. Privacy and Security

Client privacy is extremely important to Sudrania. Please read Sudrania's Privacy Policy ([here](#)) which explains how Sudrania treats and protects personal data when the Client uses the Seamless Solution.

12. General

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- a) **Notices.** Notices regarding this Agreement to Sudrania shall be in writing and sent by first-class mail or overnight courier at the address provided at that time on Sudrania's website. Sudrania may give notice by means of posting a notice on its website, by electronic mail to the Client's email address on record with Sudrania, or by written communication sent by first-class mail or overnight courier to the Client's address on record in Sudrania's account information. All notices shall be deemed to have been given three days after mailing or posting (if sent by first class mail), upon delivery in the case of courier, or 12 hours after either sending by email or posting on the Seamless Solution.
- b) **Promotional Materials.** Either party may include statements and may use the other party's name and logos, in its website, commercial advertisements and promotional materials for the sole purpose of indicating that the Client is a user of the Seamless Solution.
- c) **Assignment.** Sudrania may assign any of its rights or obligations under this Agreement at any time. The Client shall not assign any of its rights under this Agreement, except with the prior written approval of Sudrania. The preceding sentence applies to all assignments of rights, except in the event of a voluntary transfer of substantially all assets by the Client to a transferee which executes Sudrania's form of agreement agreeing to be bound to all the terms and conditions of this Agreement.
- d) **Recovery of Litigation Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the unsuccessful party shall pay to the successful party its reasonable attorneys' and experts' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.
- e) **Entire Agreement; Amendment.** This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. Sudrania reserves the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of CommonSubDoc with notice that Sudrania in its sole discretion deems to be reasonable in the circumstances, including such notice on its website. Any use of CommonSubDoc after Sudrania's publication of any such changes shall constitute the Client's acceptance of this Agreement as modified.
- f) **Waiver.** No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

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- g) **Relationship of the Parties.** Sudrania and the Client agree that no joint venture, partnership, employment, or agency relationship exists between them.
 - h) **Severability.** If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.
 - i) **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or will confer upon any third-party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
 - j) **Authority.** Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms. You further warrant and represent that you have the authority to procure your Affiliates compliance with the terms of this Agreement.
 - k) **Governing Law.** The laws of the State of Illinois shall govern the validity, interpretation, and performance of this Agreement, without regard to its conflict of laws and principles. The state and federal courts in the State of Illinois shall have exclusive jurisdiction over matters arising under or associated with this Agreement.

Survival. The following sections will survive the expiration or termination of this Agreement: 'Definitions', 'Use Rights', 'Subscription Fees', 'Term and Termination', 'Confidentiality', 'Indemnification', 'Service Level Commitments, Disclaimers, and Limitations', 'Intellectual Property', and 'Miscellaneous'.