Channel Partnership Terms

These Channel Partnership Terms ("CPT") is made by and between Project Affinity, Inc, a Delaware corporation with a principal place of business at 170 Columbus Avenue Floor 3, San Francisco, CA 94133 ("Affinity"), and the individual or entity listed on the CPT Form as the "Vendor" ("Vendor") as of the CPT Form Effective Date. Affinity and Vendor may be referred to individually as a "Party" and collectively as the "Parties". The CPT Form, together with the CPT, shall be the "Agreement".

1. GENERALLY

1.1. *CPT Form* Vendor and Affinity may, from time to time, both sign one or more documents which incorporate this CPT and contain such other information as more thoroughly set forth in this CPT and substantially titled CPT Form (each, a "CPT Form"). Each CPT Form will identify certain business and payment information as more thoroughly set forth in this CPT. In the event of a conflict with this CPT Form, this CPT shall govern except for subject matter which this CPT specifically identifies as the CPT Form controlling. The CPT Form will identify the goods and/or services in relation to which Vendor is approved to provide the Services and which are eligible for payment under this Agreement (each as approved, the "Products"). Approval for any or all Products is expressly subject to Affinity sole discretion and may be revoked at any time by Affinity. The CPT Form may be made available by Affinity in electronic format and shall have the same effect as a physical version. If Affinity makes such an electronic version available to Vendor, Vendor agrees to use such electronic version even if Vendor has already executed a physical version. Vendor must, as required by Affinity, use Affinity's then-standard submission and/or registration processes as maintained and made available by Affinity (the "Portal").

1.2. *Services* Vendor shall provide, in accordance with this Agreement, the following: a) sourcing services related to the data and information of Prospects of Affinity sourced by Vendor, b) marketing and advertising services to Affinity of Affinity's permitted products and/or services, and c) business intelligence information relating to Prospects of Affinity (collectively, the "Services"). Vendor shall perform the Services to the highest industry standards and expressly represents and warrants that Vendor has sufficient personnel of sufficient training and experience to perform such Services in accordance with this Agreement. As part of the Services, Vendor shall submit, via means and methods approved by Affinity, certain contact and other information of prospective customers of Affinity which Affinity desires to do business with, subject to this Agreement (each such prospective customer, a "Prospect"). For greater clarity, parent entities, subsidiaries, or affiliates of a Prospect shall not be deemed a different Prospect nor shall the same be subject to any payments hereunder. Vendor represents and warrants that the information it submits to Affinity is true, accurate, and correct.

1.3. *Marketing* In performing the Services, Affinity may make certain advertisements, specifications, graphics, logos, and other such materials (collectively, "Marketing Materials") to Vendor. All Marketing Materials provided by, contributed to by, created by or for, or otherwise connected to Affinity shall be Affinity's exclusive property and Affinity shall and does all title, rights, and other interests in and to the Marketing Materials. Vendor shall cooperate with Affinity in creating and improving Marketing Materials relating to Products and shall, as part of the Services, provide advice and information such that Affinity may improve its marketing efforts to Vendor's customers and prospective customers. Vendor may not use any Marketing Materials except those which have been approved in writing by Affinity for Vendor's use and, after such approval, only for so long as the Marketing Materials remain approved and only in the manner in which they are approved. Affinity reserves all rights in and to its intellectual property (including, but not limited to, trademarks, copyrights, and patents). As part of this Agreement, Affinity may make a demo instance available to Vendor of Products solely for Vendor to use in compliance with this Agreement and any other restrictions provided by Affinity in the Products platform or otherwise by Affinity. Vendor may not use the demo instance for any other purpose, nor may Vendor modify, alter, or otherwise change the demo instance nor upload any live data into the same. Vendor may not reverse engineer, decompile, or otherwise tamper with or interfere with the demo instance. No license to the demo instance is granted and Vendor is only granted access to the demo instance in the form and manner as determined by Affinity in its sole discretion. Vendor's access to the demo instance may be revoked in Affinity's sole discretion, and Affinity reserves sole discretion as to any updates, modifications, improvements, features, or any other such changes.

1.4. *Sourcing* As part of the Services, Vendor will provide Affinity with certain information for Prospects referred to Affinity by Vendor, such information must include, at minimum, the: a) legal entity name of the Prospect, b) the contact information for a key person at such Prospect, c) the total number of users that such Prospect will need for Products, d) a copy of the use case description provided to such Prospect, and e) other such information as requested by Affinity from time to time.

1.5. *Qualified Opportunity* Prospects, once submitted, are subject to Affinity's then-standard qualification process. For a Prospect to qualify as a "Qualified Opportunity", it must: a) contract with Affinity for at least 10 Products users, b) confirmed in writing that they have a general interest in purchasing a product substantially similar to Products within 90 days of such confirmation; c) understand and actually implement Products and any relevant support services, d) complete, to Affinity's satisfaction, Affinity's then-current lead qualification process, and e) be sourced directly and solely by Vendor. Affinity shall have all rights in and to any Qualified Opportunity. Vendor is not a third party beneficiary under the agreement between a Qualified Opportunity and Affinity nor shall Vendor have any recourse to the same.

1.6. *No Subcontractors* Vendor is not permitted to use any subcontractors for its performance hereunder unless such subcontractor is specifically and separately approved by Affinity in writing. Vendor remains liable for any permitted subcontractors and the acts and omissions of such subcontractors shall be deemed the acts and omissions of Vendor, for which Vendor shall be jointly and severally liable.

1.7. *Known Leads* Affinity shall have no obligations to Vendor with respect to any individual or entity – whether or not they qualify as a Qualified Opportunity or otherwise – which is known or otherwise made available to Affinity prior to being expressly made available by Vendor or which Affinity otherwise encounters, discovers, or becomes aware of. Further, Prospects which do not become Qualified Opportunities and subsequently contract with Affinity shall be excluded from this Agreement and Affinity shall have no obligations to Vendor with respect to the same.

1.8. *No Bulk Delivery* Vendor may only deliver Prospects electronically in batches of 10 or less, unless otherwise permitted by Affinity. Affinity reserves the right to further restrict or change the manner and means by which Vendor may submit Prospects.

1.9. *Guideline Restrictions* Vendor shall comply with any and all restrictions imposed on Vendor by Affinity with respect to Products and the marketing or description (including, but not limited, to the pitch deck in the form provided by Affinity and any other education materials) thereof and shall not make any claim or qualification which has not been expressly approved by Affinity in advance.

1.10. *Customer Agreements* Vendor shall not contract with any Prospect or Qualified Opportunity on behalf of Affinity, nor shall Vendor sign any agreements on behalf of Affinity, nor shall Vendor present any agreement to the same under this Agreement except for that which is approved in advanced by Affinity.

2. TERM

2.1. *Term*. Each CPT Form shall become effective upon the later of signature by Affinity or Customer and shall remain in effect until terminated in accordance with this Agreement. This CPT shall remain in effect until the termination or expiration of all CPT Forms.

2.2. *Termination* Each CPT Form may be terminated upon written notice to the other Party.

2.3. *Effect of Termination* After termination of this Agreement or the applicable CPT Form, both Affinity's obligations hereunder and Vendor's obligations of performance of the Services shall cease as of the effective date of termination and all rights and approvals granted to Vendor hereunder shall terminate.

3. FEES; PAYMENT TERMS

3.1. *Fees.* Affinity shall pay, in accordance with this Agreement, the following Rev Share Fee and Opp Fee (together, the "Fees").

3.1.1. *Eligibility* Vendor is only eligible for the Fees specifically set forth in the applicable CPT Form and only on the approved Products.

3.1.2. *Rev Share Fee* For each Qualified Opportunity received by Affinity and which contracts with Affinity, Affinity will pay, as indicated on the CPT Form, as a "Rev Share Fee" an amount of the fees paid by the Qualified Opportunity to Affinity and received by Affinity on a full and final basis for the specified Products under Affinity's then-current customer agreement due at the time of signature of such customer agreement. Only one Rev Share Fee may be due for an individual entity, that entity's affiliates, or a group of entities. For greater clarity, if a Rev Share Fee is paid in relation to a parent company, no Rev Share Fees shall be due for any subsidiaries or affiliates regardless of if they otherwise qualify. No amounts which are subject to a refund or return shall be eligible for the Rev Share Fee. With respect to agreements between Affinity and Qualified Opportunities which are multi-year, the Rev Share Fee shall only be due on the first year and not any other year.

3.1.3. *Opp Fee* For each Qualified Opportunity which is provided by Vendor to Affinity, Affinity shall pay to Vendor a one-time "Opp Fee" in an amount indicated on the CPT Form to Vendor in accordance with this Agreement. Only one Opp Fee may be due for an individual entity or group of entities. For greater clarity, if an Opp Fee is paid with respect to a parent company, no Opp Fees shall be due for any subsidiaries or affiliates regardless of if they otherwise qualify. Opp Fees may be deducted from the Rev Share Fee.

3.1.4. *Payment Schedule* Fees due under this Agreement shall be calculated by Affinity as such Fees accrue and shall be paid in the month following the month in which they accrue as due. For greater clarity, if Affinity receives a Qualified Opportunity in March, the Opp Fee may be paid to Vendor in April.

3.1.5. *Payment Methods* Payments to Vendor shall be made in the manner and by means according to Affinity's then-standard payment process, subject to this Agreement. All payments and amounts are and shall be denominated in United States Dollar. Vendor must provide all applicable tax and onboarding documentation required by Affinity in order to qualify for Fees hereunder (including, but not limited to, a W9).

3.2. *Exclusions* No Fees shall be due for any Qualified Opportunity which does not close, implement, and pay for Products within six months of the information for such Qualified Opportunity being received by Affinity. No Fees shall be due to Vendor for any renewals, modifications, amendments, upsells, or other changes to agreements between customers and Affinity. Affinity reserves the right to demand, and Vendor shall provide, a refund of any Fees paid where the underlying agreement between the Qualified Opportunity and Affinity is terminated prior to the end of its first year and for any Fees paid where the underlying qualifications for paying the Fees were obtained in connection with or relating to violation of this Agreement, fraud, or unlawful conduct. No Fees shall be due to Vendor where Vendor is not in compliance or has not complied with this Agreement. Affinity reserves the right to offset amounts due to Vendor from amounts due from Vendor to Affinity.

4. CONFIDENTIALITY

4.1. *Confidential Information*. During the term of this Agreement, Vendor ("receiving Party") will regard any information provided to it by Affinity ("disclosing Party") in the course of the business relationship between the Parties and designated in writing as proprietary or confidential to be confidential or information which would be understood by a reasonable person familiar with the disclosing Party's business and the industry in which it operates to be of a confidential or proprietary nature ("Confidential Information"). The receiving Party shall not disclose (or permit its personnel to disclose) any Confidential Information to any person or entity *except* to a director, officer, employee, outside consultant, or advisor (collectively "Representatives") who has a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party's Confidential Information than this Agreement. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing Party. Each Party will be responsible for the actions and omissions of its Representatives and shall protect the other Party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The receiving Party shall promptly notify the disclosing Party upon becoming aware of any unauthorized access or disclosure of the disclosing Party's Confidential Information.

4.2. *Exclusions*. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through the receiving Party's (or its Representatives') breach of this Agreement; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information (a) pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing Party reasonable prior written notice (if legally permitted) to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure; or (b) on a confidential basis as reasonably necessary to potential investors or acquirers. For greater clarity, any information, data, records, or other such materials made available by Affinity relating to the Services remain the exclusive property of Affinity and Affinity Confidential Information.

4.3. *Injunctive Relief*. Notwithstanding any other provision of this Agreement, both Parties acknowledge that any use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be entitled to seek an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

4.4. WARRANTIES; DISCLAIMER

4.5. *Mutual Warranties* Each Party expressly agrees, represents, and warrants that: a) it is a duly organized entity in good standing or, as applicable, an individual authorized to operate in its applicable jurisdiction, b) the individual signing on behalf of it is duly authorized to bind such Party, c) it can grant the rights and perform the obligations contemplated herein, d) it shall comply with applicable law, and e) it shall not use the Services to transmit or store malicious code (including, but not limited to, spyware and malware).

4.6. *Vendor Warranties* Vendor expressly represents, warrants, and agrees that, with respect to it, any Prospect, and any Qualified Opportunity, the foregoing shall: a) comply and shall comply with applicable law, b) are not currently or, within the last 5 years, previously subject to any sanctions by any applicable government or multinational body, c) are US entities in good stand in their applicable jurisdiction, and d) (with respect to Prospects and Qualified Opportunities) they have a genuine and independent desire to contract for Products and that Vendor has not provided any incentives to the same to contract for Products. Vendor further agrees, represents, and warrants that it shall not make any representation, claim, or warranty on behalf of Affinity and that it shall not hold itself out as having the power to bind Affinity to any particular obligation.

4.7. *Disclaimer* EXCEPT AS PROVIDED IN HEREIN, AFFINITY MAKES NO REPRESENTATIONS NOR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PROFITABILITY.

5. LIMITATION OF LIABILITY.

5.1. *Consequential Damage Exclusion*. Affinity will not be liable to Vendor or any third party for loss of profits or for any special, indirect, incidental, consequential or exemplary damages (including without limitation, damages for loss of business profits, loss of goodwill, business interruption, loss of business information and/or data) in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages. Vendor expressly acknowledges and agrees that there is substantial uncertainty as to whether any of Vendor's particular opportunities that it may upload via the Services will or will not close or otherwise provide a benefit a Vendor. As such, at no time will Affinity be liable for lost profits or lost opportunities of Vendor.

5.2. *Limitation*. The total cumulative liability of Affinity to Vendor for any and all claims and damages under this Agreement, whether arising by statute, contract, tort or otherwise, will not exceed the Fees paid by Affinity to Vendor during the twelve (12) month period immediately preceding the event giving rise to the claim. The provisions of this Agreement allocate risks between the Parties. The pricing set forth in each Agreement reflects this allocation of risk and the limitation of liability specified herein and this limitation represents a material term upon which Affinity relied in entering into this Agreement.

6. OWNERSHIP; USE OF DATA; OBLIGATIONS

6.1. *Affinity Items* The Vendor acknowledges and agrees that as between Affinity and the Vendor, all right, title and interest in and to Products and including all modifications and configurations thereto, all Affinity Data and all of Affinity's proprietary technology, including, without limitation, all software, products, processes, algorithms, user interfaces, know-how, aggregate data, source code, plug-ins, integrations, data, techniques, designs and other tangible or intangible technical material or information made available to the Vendor by Affinity to perform the Services with respect to Products and all derivatives thereof are and shall remain exclusively owned by Affinity or its licensors (as applicable). The Affinity name, all Affinity logos, and the product names are trademarks of Affinity or third parties, and no right or license is granted to use them. Affinity does not guarantee the accuracy, integrity, or quality of Products. Any and all data generated from or relating to Prospects, Qualified Opportunities, Products, and the Services shall be the exclusive property of Affinity for its full and unrestricted use and exploitation (including, but not limited to, any derivative works therefrom).

6.2. *Data Protection.* To the extent deemed necessary by Affinity, Vendor shall execute and deliver to Affinity any assignments, agreements, or other documentation or performance reasonably related to compliance with data protection laws (including, but not limited to, the General Data Protection Regulation and the California Consumer Privacy Act).

6.3. *International Export* Vendor may not remove or export from the United States (or its applicable jurisdiction) or allow the export or re-export of Products or anything related thereto, or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

6.4. *Anti-Bribery* Each Party will not: (a) make any unlawful payments to any government official or employee; (b) make any unlawful payment to any person or unlawfully provide anything of value (whether as property, services, or in any other form) to any person for the purpose of obtaining an improper business advantage; or (c) agree, commit, or otherwise offer to undertake any of the foregoing actions in connection with this Agreement or any related activities.

6.5. *Anti-Money Laundering* Vendor represents and warrants that all payments will be made by its legal entity as identified in the Agreement or this Agreement (or by its Affiliates) entering into this Agreement and that Vendor will not misrepresent or attempt to conceal the identity of the party paying or any recipient(s) of the Services.

6.6. *Data Subject Requests* Vendor and Affinity each agree to reasonably cooperate with each other to comply with valid and binding Data Subjects' rights requests to which such Data Subjects' are entitled to by applicable law (such as erasure, portability, and disclosure).

6.7. *Improvements* Affinity shall be and is the exclusive owner of all suggestions, modifications, alterations, upgrades, updates, and other such improvements arising from or relating to the Services and Products and any derivative works therefrom ("Improvements") whether provided by or otherwise made available by Vendor or Affinity and Vendor does not have any recourse to Affinity with regard to the Improvements nor shall Affinity owe Vendor any amounts nor any performance for the use or exploitation of such Improvements.

6.8. *Territory Restrictions* Where indicated on the CPT Form or as otherwise directed by Affinity in writing or via the Portal, Affinity may restrict the eligibility of certain Prospects or Qualified Opportunities from certain geographic locations for payment hereunder.

6.9. *KYC Questions* From time to time, Affinity may request certain corporate, compliance, policy, or other documents or information relating to Vendor, Vendor's affiliates (including, but not limited to, parent and subsidiary entities), and other such related parties and Vendor shall provide such information or documentation promptly upon request by Affinity.

7. INDEMNIFICATION

7.1. *Vendor Indemnification*. Subject to the below, Vendor will indemnify and defend Affinity, its Affiliates and their respective officers, directors, employees and agents (collectively, the "Affinity Indemnitees") against any claim, demand, suit or proceeding made or brought against any or all of the Affinity Indemnitees by a third party arising from or relating to Vendor's (i) violation of applicable law, (ii) breach of this Agreement by Vendor, or (iii) misappropriation or misuse of any Affinity property or information (each, a "Claim Against Affinity"), and will indemnify the Affinity Indemnitees from any damages, reasonable attorney fees and costs finally awarded against the Affinity Indemnitees as a result of, or for any amounts paid under a court-approved settlement of a Claim Against Affinity. Vendor shall further indemnify Affinity from any costs arising from or relating to Affinity's enforcement of this Agreement.

7.2. *Indemnification Procedure*. The obligation to indemnify the other party is conditioned on the Party seeking indemnification: (i) promptly notifying the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, (ii) allowing the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying Party shall not settle any claim that requires the indemnified Party to admit fault or which otherwise binds the indemnified Party without the indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed), (iii) giving the indemnifying Party reasonable assistance in the defense and settlement of any claim, suit or proceeding for which indemnity is claimed, and (iv) providing copies of documents reasonably requested by the indemnifying Party and reasonably related to the defense of a claim contemplated by this section.

8. MISCELLANEOUS

8.1. *Entire Agreement* This Agreement and all Agreements contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating thereto and is binding upon the Parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement or the applicable Agreement and that is duly signed by the authorized representatives of both Parties may amend this Agreement or such Agreement. Any inconsistent or conflicting terms and conditions contained in any purchase order or similar ordering document issued by the Vendor shall be of no force or effect, even if accepted by Affinity. Contract terms and conditions included in any online terms, "click wrap," or other agreement that accompanies the Services or Agreement are superseded by this Agreement.

8.2. *Assignment* This Agreement shall be binding upon and for the benefit of Affinity, the Vendor and their permitted successors and assigns. Either Party may assign this Agreement and all Agreements as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets to the surviving or (as applicable) purchasing entity in such reorganization, consolidation, merger, or sale upon notice to the other Party. Except as expressly stated in this Agreement, neither Party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void. Notwithstanding the foregoing, where Vendor assigns this Agreement to a surviving entity or purchaser, Vendor must provide notice to legal@affinity.co and if, in Affinity's reasonable discretion, such assignee is: a) of such a nature that it would be in immediate violation of this Agreement, b) a party sanctioned by a government entity, or c) engaged in unlawful or competitive behavior, then Affinity may terminate this Agreement within 30 days of receipt of such notice.

8.3. *Governing Law* This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA without regard to its conflict of law provisions.

8.4. *Disputes* Any disputes between the Parties arising out of this Agreement shall be resolved as follows: Members of the senior management of both Parties shall meet to attempt to resolve such disputes. If a dispute cannot be resolved within fifteen (15) days of such meeting, either Party may make a written demand for mediation. Within fifteen (15) days after such written demand, the Parties shall meet for one day with an impartial mediator mutually selected by the Parties. If the Parties cannot come to a consensus, the Parties shall each select a mediator and those mediators shall select a third mediator who will mediate the dispute. The costs and expenses of the mediator shall be shared equally by the Parties. If the dispute is not resolved by mediation, the dispute shall be settled in the federal and state courts sitting in San Mateo County, California, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement and the Parties expressly consent to personal jurisdiction in such venue, provided that either Party may seek injunctive relief in any court of competent jurisdiction.

8.5. *Relationship of the Parties*. Affinity and the Vendor are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations, or assume or create any obligations, express or implied, in the other Party's name or on its behalf. Vendor shall not have the authority to bind Affinity, nor shall Vendor hold itself out as having the authority to bind Affinity. Affinity reserves sole discretion as to the manner and means by which the Services are performed.

8.6. *Force Majeure*. Except for the obligation to make payments when the Services are or were not unavailable due to a force majeure event, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party (a "Force Majeure Event").

8.7. *Notices*. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing to the following contacts for each Party:

8.7.1. *If to Affinity*: the contact information listed at the top of this Agreement and, in any event, with an electronic copy to legal@affinity.co.

8.7.2. *If to Vendor*: the information listed on the CPT Form.

All notices shall be deemed effective when: a) successfully delivered to the applicable physical address, if sent via certified physical mail, b) upon successful delivery to a Party's designated email address, or b) upon successful transmission if sent via facsimile and any notice must be sent via one of the foregoing methods. Each Party may change their address for notices via proper notice to the other Party. The Parties may change their designated addresses for notice by providing notice to the other Party in accordance with this section including such new designated address for notice. Affinity reserves the right to provide any notices via the Portal and such notice shall be effective upon sending via such Portal.

8.8. *No Third Party Beneficiaries; Survival*. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person. Only the Parties hereto may enforce this Agreement against the other Party including, without limitation, indemnitees. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of each Agreement, including, without limitation, restrictions, accrued rights to and obligations of payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

8.9. *Waiver; Severability; Changes*. Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and any invalid or unenforceable provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Notwithstanding anything to the contrary, Affinity reserves the right to modify this Agreement from time to time for legal and compliance purposes and, should Vendor reject such modification, Affinity reserves the right to terminate the Agreement.

8.10. *Counterparts; Headings; Ambiguity*. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature. Electronic signatures shall have the same effect as physical signatures. Headings are provided solely for convenience and do not convey any legal right, remedy, or meaning. This Agreement has been negotiated at arm's-length and ambiguity shall not be construed against the drafting party. Vendor acknowledges and agrees that it has been provided ample opportunity to review this Agreement, negotiate its terms, and seek the advice of counsel.