

SUBSCRIPTION AGREEMENT

PLEASE READ THIS SUBSCRIPTION AGREEMENT CAREFULLY. BY SUBMITTING A STATEMENT OF WORK TO CLONE SYSTEMS YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF AND AGREEING TO BE BOUND BY THIS AGREEMENT.

1. The Agreement. Clone Systems, Inc. (“Clone Systems”) and the subscriber (“Subscriber” or “You”) identified on a countersigned Statement of Work (“SOW”), enter into this Subscription Agreement. This Subscription Agreement, along with each accepted and fully-executed SOW and all attached mutually-agreed exhibits collectively comprise the parties’ “Agreement.”
2. Term and Termination of Services.
 - a. The “Subscription Period” runs from the Subscription Start Date for the Initial Term, as defined in the SOWs, plus any renewal periods, or, if sooner, until the termination of this Agreement. After the Initial Term of the Subscription Period, and on each subsequent anniversary thereafter, Your subscription will be renewed automatically (and the Subscription Period will be extended) for additional 1-year periods unless You give Clone Systems written notice of non-renewal at least 60 but no more than 120 days before the next automatic renewal date.
 - b. You may terminate this Agreement and any SOW accepted by Clone Systems pursuant to this Agreement only in the ways and for the reasons permitted by this Agreement. Any attempted termination of this Agreement or of any SOW by You will neither terminate nor affect any of Your obligations to Clone Systems under this Agreement or under the accepted SOW unless the termination is timely and proper according to the terms of this Agreement. Without limitation, You will be obligated to pay Clone Systems for the entire remaining term of this Agreement and the entire remaining term of each SOW accepted by Clone Systems pursuant to this Agreement even if you terminate the Agreement or SOW before the conclusion of their respective terms.
 - c. Clone Systems may terminate the Agreement or any accepted SOW at any time: (i) for cause, immediately and without prior notice to You; (ii) without cause with at least 30 days’ notice to You.
 - d. Immediately upon termination of any SOW under this Agreement, all rights granted by Clone Systems to You related to the Services specified in the SOW—whether under this Subscription Agreement, any SOW, or otherwise—will cease, and You must immediately cease use of all Services provided under that SOW and return to Clone Systems all of Clone Systems’ property and any Clone

Systems Confidential Information and Provider Materials related to that terminated SOW in Your possession or control within 14 days.

- e. Upon the earlier of the termination of this Agreement or at the conclusion of the Subscription Period (including any renewals), all rights granted by Clone Systems to You—whether under this Agreement, a SOW, or otherwise—will immediately cease, and You must immediately cease use of all Services and return to Clone Systems all of Clone Systems’ property and any Clone Systems Confidential Information and Provider Materials in Your possession or control within 14 days.
- f. Except as otherwise expressly stated, Your and Clone Systems’ rights and obligations under Sections [Error: Reference source not found, b., 5., 6., 8., 9., 10., 11., 12., 15., 17., 19., 21., and 22.] of this Agreement, and Your payment obligations under this Agreement (including but not limited to Sections c.-f.) or under any accepted SOW, will survive the termination or non-renewal of this Agreement and of any SOW accepted under this Agreement.

3. Clone Systems’ Obligations.

- a. Clone Systems will endeavor to: (i) provide You with the services defined in SOWs it has accepted and any additional services You or your agents may designate from time to time and that Clone Systems agrees to provide (together, the “Services”), at mutually convenient times and places, for and during the Subscription Period; (ii) use its full knowledge, experience, judgment and expertise in rendering such Services; and (iii) provide those Services in a professional and workmanlike manner.
- b. Clone Systems only will be obligated to provide Services to You: (i) that are specified on SOWs that Clone Systems has accepted, (ii) while this Agreement and the applicable SOW are both in active terms, and (iii) while You are in full compliance with this Agreement and any applicable SOW, including with respect to Your financial obligations to Clone Systems.
- c. Clone Systems will provide Services to You only during the Subscription Period.
- d. Clone Systems will strive to bill You at least 30 days before rendering Services, either on a monthly or annual basis or at the billing frequency identified on the Statement of Work for the Services to be provided. Clone Systems also will strive to invoice You for reimbursable expenses on a monthly basis. However, Clone Systems also may invoice You at other frequencies in its sole discretion, and may require advance payment for the entire amount of any anticipated reimbursable expenses or for any or all Services for the full term of any SOW. If only partial Services are delivered by Clone Systems during the term of a SOW, Clone Systems may provide invoices prorated for those Services it has actually delivered or that it expects to deliver.

4. Your Obligations.

- a. You are responsible for providing Clone Systems with any and all technical details and other requirements necessary for Clone Systems to implement, configure and perform any Services for You.
 - b. You must, and you represent and warrant to Clone Systems that You will: (i) comply with all applicable laws in connection with Your business and the use of the Services; and (ii) have obtained and will maintain through the term all consents, licenses and approvals necessary to receive and use the Services.
 - c. You are responsible to pay Clone Systems according to Clone Systems' then-applicable pricing for all Services your ordered. Clone Systems expects to revise its pricing for Services from time to time in its sole discretion and without prior notice to You; however, current pricing will be made available to You upon request.
 - d. You must reimburse Clone Systems for all expenses Clone Systems incurs in performing any activities authorized by You or Your actual or apparent delegates or agents. You are responsible to make reimbursements upon receipt of a statement or invoice setting forth the expense amounts. Tangible property acquired with reimbursable funds will become the Your property after receipt by Clone Systems of the reimbursement payment, but only if You are current on all amounts owed to Clone Systems.
 - e. Unless You are exempt pursuant to a valid exemption certificate (reasonably satisfactory to Clone Systems), You agree to pay all applicable sales and other taxes that result from any transaction made pursuant to this Agreement, whether assessed to You or Clone Systems. You will not be responsible for taxes assessed based on Clone Systems' net income or operations.
 - f. You are responsible to pay Clone Systems for the Services in advance of Your receiving Services, irrespective of whether Clone Systems issues or You receive an invoice for the Services. The amount you owe will be the amount specified on an invoice, if one was issued to You, or the current standard rate for the Services to which You are subscribed, if You were not issued an invoice. You are responsible to pay Clone Services for reimbursable expenses on or before the due date specified on an invoice. If You do not pay the full amount owed before the earlier of the date that you receive the Services or the date specified in any invoice issued to You, Clone Systems may charge you interest on the unpaid balance at the lesser of 0.06% per day or the maximum legal rate.
5. Acceptable Uses; IP Rights; Restrictions on You and Your End-Users.
- a. The rights granted to You by this Agreement are granted only to allow You to use the Services. Clone Systems has the right to monitor any and all use of the Services for any purpose without notice to You or any other person, including but not limited to for purposes of monitoring compliance with this Agreement and for the protection of the integrity and security of the Services.

- b. Clone Systems reserves all rights, title and interest in and to the Services, all underlying software, and Provider Materials, including all related intellectual property rights. Except for the limited rights granted by this Agreement, nothing else in this Agreement grants, by implication, waiver, estoppel or otherwise, to You or any other person any intellectual property rights or other right, title or interest in or to any of the Services or Provider Materials.
- c. Nothing in this Agreement grants or conveys, or permits You to grant or convey any ownership or intellectual property rights in any of the Services or Provider Materials or in or to any article or copy of them.
- d. You may not, and may not permit any other person to, access, use, or perform any act on or relating to the Services, except to the extent expressly permitted by this Agreement. Without limiting the foregoing, You may not directly or indirectly:
 - (i) make, sell, market, distribute, license, export, re-export, release, or otherwise make available, or provide support or other services for, any Services in any place where the sale, use or support of Services would be prohibited by law; (iii) develop, create, or engage others to develop or create any products or services substantially similar to or competitive with the Services; (ii) use any materials, information, or know-how provided by Clone Systems (the “Provider Materials”) for any purpose whatsoever other than for the performance of any obligations hereunder; (iv) copy, modify, or create derivative works or improvements on any Provider Materials used or provided in connection with the performance of Services; (v) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to source code or setup of any software or other computer programs used or provided by Clone Systems in connection with the performance of the Services; (vi) represent Yourself as an agent of Clone Systems, commit Clone Systems to any contracts or incur any obligation or liability whatsoever on behalf of Clone Systems for any purpose; (vii) make any representations, warranties, guarantees, indemnities, claims, or other commitments: (1) actually, apparently, or impliedly on Clone Systems’ behalf; or (2) concerning or relating to the Services or any Provider Materials provided in connection therewith that are in addition to or inconsistent with any then-existing representations, warranties, guarantees, indemnities, claims, or other commitments in this Agreement; (viii) remove, delete, add to, alter, or obscure any warranties, disclaimers, copyright, trademark, patent, or other intellectual property, proprietary rights, or other notices, or any marks, symbols or serial numbers (including any trademarks of Clone Systems) that appear on or in connection with any Provider Materials; or (ix) perform any act that, or fail to perform any act the omission of which, infringes, misappropriates, or otherwise violates the intellectual property rights of any third party.
- e. You may not, and may not permit or authorize any other person to: (i) make Services available to anyone else; (ii) access or engage in any use of Services in a manner that abuses or materially disrupts Clone Systems’ or its service providers’ networks, security systems, the Services or websites; (iii) interfere with or disrupt the integrity, security or performance of the Services; (iv) use the Services for any

fraudulent purpose or in connection with the violation of any applicable law; or (v) sell, market, distribute, license, or otherwise make available any Services or Clone Systems software or products for resale or licensing by any other person.

- f. The Clone Systems name, logo, and the product names associated with the Services are trademarks of Clone Systems or its suppliers, and no right or license is granted to use them.
- g. To the extent Clone Systems receives any suggestions, ideas, enhancement requests, feedback, recommendations, comments or other information from You or Your agents related to the technology, functionality, or potential improvement of Services or Provider Materials (“Feedback”), You and Your agents will be deemed to have assigned all rights in the Feedback to Clone Systems, including but not limited to any copyrights, patents, or other proprietary rights arising therefrom or related thereto. Clone Systems may use and include any Feedback for any purpose, including to improve the Services, its technology, or any other related technologies or intellectual property or to otherwise develop new technologies and services.
- h. Clone Systems alone (or its suppliers, as applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Services and Provider Materials and all other proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, playbooks, and other tangible or intangible technical material or information) Clone Systems makes available to You.
- i. Clone Systems is the sole owner of information collected from performance of the Services, except that after Clone Services receives payment in full for all SOW’s related to You, You will become the sole owner of any retained data that is collected from the performance of the Services with respect to Your networks and data. A time and materials charge may apply for the transfer of any such data to You. Clone Systems has no obligation to retain any of Your data unless specified in a SOW, and in such event only to the extent specified in the SOW.

6. Trade Secrets and Confidential Information.

- a. Clone Systems is a company primarily focused on I.T. Security and is not obligated to divulge to You, or to use for Your benefit, any information for which Clone Systems has previously undertaken an obligation of confidence for the benefit of any party other than You. Clone Systems will not knowingly disclose to You any information, knowledge, or data for which it does not have the full and unrestricted right to disclose without incurring legal liability to others.
- b. Any information You receive from Clone Systems, or any equipment about any technologies or Services anticipated to be provided, or that are provided, under this Agreement, including information about any Clone Systems software, and any settings, setups, coding, scripts, playbooks, or other information relevant to

the Services Clone Systems provides, are confidential to and constitute the trade secrets of Clone Systems (“Clone Systems Confidential Information”).

- c. You may not disclose any Clone Systems Confidential Information to any person or use Clone Systems Confidential Information for any purpose other than to the extent necessary to comply with and perform this Agreement.
- d. You may not use the Services, Provider Materials, or Clone Systems Confidential Information for any purpose after the termination or expiration of this Agreement or of an applicable SOW.
- e. You must require that any person who may or does have access to any Clone Systems Confidential Information be bound by an obligation of confidentiality to Clone Systems at least as stringent as those set forth in this Agreement.
- f. You must use commercially reasonable efforts to maintain the confidence and secrecy of all confidential and trade secret information of Clone Systems You obtain.
- g. If You are ever required by law to disclose any Clone Systems Confidential Information, You must immediately notify Clone Systems of the requirement and of the specific information to be disclosed sufficiently in advance of any disclosure that Clone Systems may, if appropriate, seek to prevent such disclosure or obtain reasonable conditions to protect any such to-be disclosed information.
- h. Clone Systems will use reasonable efforts to maintain the privacy of designated confidential and trade secret information collected from You.
- i. Clone Systems will not intentionally sell, share, or rent information to others that You designate as Your confidential information or trade secrets unless first disclosed to You in writing or if reasonably necessary to the performance of Clone Systems’ Services. Notwithstanding, Clone Systems may disclose Your information if it believes in good faith that the law requires it, or to the extent that such disclosure is necessary to protect the rights or property of Clone Systems.

7. Nature of Parties’ Relationship. Clone Systems is an independent contractor, and not a partner, agent or employee of Subscriber for any purpose whatsoever. Clone Systems controls the manner and means of performing the Services and is responsible for managing and compensating the Clone Systems personnel performing the Services. Any benefits provided by Subscriber to its employees, including but not limited to medical, life, accident or disability insurance, pensions, unemployment or workmen’s compensation or profit sharing plans, shall not be available to Clone Systems personnel. No withholding of Federal or State income taxes, social security, or related contributions shall be made from payments distributed to Clone Systems. You agree that Clone Systems may act as a consultant for, or be employed in any other capacity by any other person concerning any subject matter.

8. Suspension of Services. Without any liability to Clone Systems and without prejudice to any other legal remedy, Clone Systems may immediately withhold, suspend, or stop performance

of any and all Services to You if You breach or threaten to breach any obligation You have to Clone Systems, including but not limited to for non-payment or delinquent payment, whether under this Agreement or otherwise, and whether such breach is anticipatory, by repudiation, attempted or actual termination, by a failure of performance, or otherwise.

9. Enforcement and Collection Costs. Clone Systems reserves the right, without any liability to it and without prejudice to any other legal remedy, to withhold, suspend or stop the performance of Services if You are delinquent in making any payments under this Agreement. You agree to be responsible for and to pay any and all of Clone Systems' expenses and costs of collection, including attorney's fees, that Clone Systems actually incurs in connection with the enforcement of this Agreement or of any SOW you submit to Clone Systems or in connection with any breach or threatened breach of this Agreement by You.

10. Disclaimer of Warranties; Limitations of Clone Systems' Liability.

- a. Nothing in this Agreement or any SOW, and nothing in any of Clone Systems' other statements to You or any End-User may be construed as a promise or guarantee about the successful outcome of this Agreement, any SOW, or any Services.
- b. CLONE SYSTEMS DOES NOT MAKE AND DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- c. NOTWITHSTANDING ANY OTHER TERM, STATEMENT, OR OTHER AGREEMENT TO THE CONTRARY, IN NO EVENT WILL CLONE SYSTEMS OR ITS LICENSORS OR PROVIDERS HAVE ANY LIABILITY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), HOWEVER ARISING, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- d. REGARDLESS OF THE FORM, FACTS, THEORY, OR NATURE OF ANY ACTION OR CLAIM, CLONE SYSTEMS' MAXIMUM LIABILITY TO YOU OR TO AN END-USER RELATED IN ANY WAY TO THIS AGREEMENT WILL BE THE ACTUAL AMOUNT PAID TO CLONE SYSTEMS BY YOU FOR THE PARTICULAR SERVICES REQUIRED TO BE PROVIDED UNDER THE APPLICABLE ACCEPTED SOW FOR THE 1-YEAR PERIOD

IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY SUCH LIABILITY.

- e. Clone Systems will not be liable for any failure or delay of Services caused by events beyond Clone Systems' direct control, including, without limitation, Your failure to furnish necessary information, sabotage, failure or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials or equipment, epidemics, war, or technical failures.

11. Non-Solicitation of Employees. Except to the extent or in a place where such agreement would be prohibited by law, You and Clone Systems agree not to, directly or indirectly, solicit, hire or otherwise engage the employees of each other during the term of or for a period continuing until three years after the termination of this Agreement. You and Clone Systems understand and agree that in the case of a breach of this provision actual damages would be difficult to determine, and therefore agree that anyone violating this provision shall be liable to the non-violating party in the sum of 1 year's direct salary of each employee solicited and/or hired as liquidated damages, not as a penalty.

12. Indemnification.

- a. You must indemnify and hold harmless Clone Systems and its officers, directors, employees and agents from and against any claims, demands, loss, damage or expense: (i) related to bodily injury or death of any person or damage to property resulting from the negligence or willful misconduct of You or any of officers, directors, employees and agents, (ii) by any of Your officers, directors, employees and agents for injuries or damages compensable under worker's compensation or similar acts, or (iii) incurred by Clone Systems based on any claim that any materials, products, or services provided by You under the Agreement, or the use thereof by Clone Systems, infringes any copyright, patent, trademark, service mark, trade secret or other proprietary right of any third party.
- b. Clone Systems must indemnify and hold You and Your officers, directors, employees and agents harmless from and against any claims, demands, loss, damage or expense: (i) related to bodily injury or death of any person or damage to property resulting from the negligence or willful misconduct of Clone Systems, or its officers and employees, (ii) related to claims by any of Clone Systems' employees for injuries or damages compensable under worker's compensation or similar acts, or (iii) incurred by You based on any claim that any Services provided by Clone Systems under the Agreement or any accepted SOW, or authorized use thereof by You in accordance with this Agreement and an applicable SOW infringes any copyright, patent, trademark, service mark, trade secret or other proprietary right of any third party.
- c. Clone Systems shall procure and maintain at its own expense in full force and effect at all times during the term of this Agreement comprehensive public liability and professional liability and errors and omissions insurance policies,

with respect to Clone Systems' performance of Services under this Agreement, with combined single limits per occurrence of no less than five million Dollars (\$5,000,000) per incident, and five million Dollars (\$5,000,000) in the aggregate. CLONE SYSTEMS' COLLECTIVE LIABILITY TO YOU AND YOUR END-USERS UNDER THIS SECTION WILL NOT EXCEED THE SCOPE AND WILL BE CAPPED AT THE AMOUNT OF ANY APPLICABLE INSURANCE POLICY IN FORCE OR REQUIRED TO BE IN FORCE BY THIS SECTION. Evidence of such insurance shall be made available to You and Your End-Users upon request.

13. Merger; Amendments.

- a. This Agreement and each accepted SOW hereunder contain the entire and only agreements between the parties with respect to the subject matter hereof and thereof and supersede all prior communications, negotiations, and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof and thereof.
- b. Neither party has relied or will rely on any statements, omissions, or representations made by the other party except to the extent expressly stated in this Agreement or in an accepted SOW.
- c. Clone Systems may amend this Agreement from time to time and all amendments will be effective immediately upon posting at www.clone-systems.com/legal. In the event You do not agree to an amendment to this Agreement, you may give written notice to Clone Systems within 30 days of the amendment's posting, in which case the amendment will not take effect until the earlier of the next renewal period for such SOW or Your next request to Clone Systems for any modification to the Services to which You are subscribed.
- d. Other than as stated in this section, this Agreement may not be modified except in a writing signed by an authorized agent of Clone Systems.

14. Construction. The headings within this Agreement are included purely for convenience and are not to be used as an aid in interpretation. The terms of this Agreement are not to be construed against any party as the author or drafter of the Agreement. All provisions of this Agreement are to be construed to remain fully valid, enforceable, and binding on the parties to the greatest extent permissible by law. If any provision of this Agreement is held invalid, void, illegal or unenforceable by any tribunal of competent jurisdiction, such tribunal shall modify any such provisions so as to make them enforceable to the maximum extent permissible.

15. Successors; Assignment. This Agreement shall inure to the benefit of, and be binding upon the parties and each of their respective successors and assigns. You may not assign this Agreement, any SOW, or any rights or obligations under them, in whole or in part (including through assignment by operation of law in connection with a sale of Your assets, or by way of a change of control) without the prior written consent of Clone Systems, which consent may be granted or withheld in Clone Systems' sole discretion.

16. Choice of Law; Venue. This Agreement and each SOW accepted hereunder will be governed by and construed in exclusively accordance with the laws of the Commonwealth of Pennsylvania, and, as applicable, United States federal law, without regard for the principle of conflicts of law. Any action or proceeding in connection with this Agreement or any SOW, You or any End-User initiates against Clone Systems may be held only in a state or federal court in Philadelphia County, in the Commonwealth of Pennsylvania. You waive any and all objections to the laying of venue or to personal jurisdiction in Philadelphia County, Pennsylvania.

17. Injunctive Relief. Breaches by any person of Sections **b.**, **5.**, **6.**, **11.**, and **18.** of this Agreement will cause the non-breaching party to suffer irreparable harm for which it would have no adequate remedy at law, and therefore Clone Systems and You agree that Clone Systems and You will be entitled to temporary, preliminary, and permanent injunctive relief to prevent or prevent the continuation of any such alleged breach, without requirement for the posting of a bond or security and without the requirement of any proof of irreparable harm.

18. No Malicious Code. Clone Systems warrants and represents that: (i) the products and Services provided to You (“Deliverables”) at the time of delivery (and, if applicable, installation and configuration by Clone Systems) do not knowingly contain or deliver malicious code designed to permit unauthorized parties to access, modify, delete, damage, deactivate or disable Your systems, networks, devices, applications, or data, or provide unauthorized access to Your systems, networks, devices, applications, or data (“Malicious Code”); (ii) it uses and shall continue to use throughout the period of its performance of Services commercially reasonable efforts utilizing generally accepted industry tools and practices such that the Deliverables do not knowingly contain any Malicious Code; and (iii) Clone Systems shall not knowingly introduce Malicious Code into Your systems, networks, devices, applications, or data. Upon notice to Clone Systems of the presence of any Malicious Code in Deliverables, Clone Systems will take action immediately to investigate, identify and remove such Malicious Code from the Deliverables, and to assist You in the investigation, identification and removal of such Malicious Code from Your systems, networks, devices, applications or data. In the event the Malicious Code is determined to have originated from Clone Systems, You shall not be charged for such work, and otherwise You will be billed at Clone Systems’ then-prevailing rates.

19. Marketing and Publicity. You understand and acknowledge that Clone Systems’ business depends, in part, upon its ability to engage and retain customers. You understand and agree to the use of Your name(s) by Clone Systems or its designees to assist Clone Systems with its advertising and marketing efforts. Unless required to do so by legal process, You, including all of Your officers, directors, employees, and agents, will not make any disparaging statements or representations, directly or indirectly, orally, in writing, by word, or by gesture, to any person whatsoever, about Clone Systems or its Services, or any of its directors, officers, employees, attorneys, agents, or representatives. A “disparaging” statement or representation is any communication that would cause or tend to cause a recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the person or entity to whom the communication relates.

20. Definitions. As used in this Agreement, You and Clone Systems may each be referred to as a “party”, and collectively as the “parties”. Capitalized terms used in this Agreement and not defined in it shall have the meaning set forth in an applicable SOW. Capitalized terms used in

SOW, and not defined in that SOW, shall have the meaning set forth in this Agreement. If any provision in a SOW conflicts with the terms of this Subscription Agreement, the terms of this Subscription Agreement will control.

21. Further Assurances. At any time and from time to time after the date of execution of this Agreement or any SOW, each party shall, without further consideration, take such actions and execute and deliver such documents as the other party may reasonably request to carry out the transactions contemplated by this Agreement and any accepted SOWs.

22. Notices. All notices, requests, waivers, demands and other communications that must be given under this Agreement must be in writing and will be deemed given, made, and received when hand delivered or on the date of delivery by nationally recognized overnight courier service or by email to the signatories of the Notice Contacts in any SOW under this Agreement.