



Standard Terms & Conditions

The terms and conditions contained in this document (the “**Standard Terms**”) apply to any transaction whereby Questar Assessment, Inc. (referred to in this document as “**Licensor**” or “**we**”) provide to you our customer (referred to as “**Licensee**”, “**you**” or “**your**” as identified in more detail on the applicable Order Form (“**Order Form**”)) (1) fixed term license rights to use the Licensed Materials and/or (2) professional services. These Standard Terms are an integral part of an agreement (the “**Agreement**”) that consists of (in order of precedence) an Order Form, these Standard Terms, and any documents incorporated by reference into either the Order Form or Standard Terms (including those incorporated by hyperlink reference). You acknowledge that the Order Form and the Standard Terms constitute the entire agreement between the parties and will supersede and replace any provisions in your purchase order or other contracting or purchasing documents that do not exactly mirror these terms. The Agreement will be effective as of the Order Date specified on the Order Form and will be binding when the Order Form has been executed by you. We reserve the right to require your submission of a purchase order in connection with your order. Capitalized terms used throughout the Agreement are defined in the Order Form, in section 1 (below), and elsewhere in these Standard Terms. These Standard Terms may only be superseded or amended by other terms and conditions you and we have specifically documented in a signed Order Form.

1. DEFINITIONS

- 1.1 “**Administrators/Staff**” means any individuals employed or otherwise retained by Licensee or any School to perform functions related to the delivery of the Licensed Materials to Students at any School.
- 1.2 “**Adult Parent/Guardian**” means any adult who is either a parent of or a guardian with responsibility for the care and management of a Student.
- 1.3 “**Affiliate**” means, with respect to a Party, any entity controlling, controlled by or under common control with such Party. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, contract or otherwise.
- 1.4 “**Authorized Users**” means Students, Teachers, Instructional Aides and Administrators/Staff.
- 1.5 “**Confidential Information**” of a Party means trade secrets of such Party, confidential and proprietary designs, computer programs and code (including, without limitation, source code and object code), machines, devices, systems, products, sales, supplier lists, client lists, employee lists and information, investor lists, student and parent lists and information and personnel and financial information of such Party and confidential and proprietary information related to such Party’s past, present and future research, data, business, products, services, business strategies, marketing plans, development and business activities, work in process, product and service development, marketing plans and personnel, whether in oral, written, graphic or electronic form. The Licensed Materials and all information and data related to the Licensed Materials is deemed the Confidential Information of the Licensor.
- 1.6 “**Instructional Aides**” means any individuals (other than Teachers and Administrators/Staff) employed or otherwise retained by Licensee or any School and involved in supporting, facilitating or assisting in the provision of Student testing through the use of the Licensed Materials.
- 1.7 “**Intellectual Property**” means any of Licensor’s patents, patent rights, trademarks, service marks, trade names, trade dress, copyrights, works of authorship, licenses from third parties, trade secrets and other intellectual property and industrial property rights, and all registrations and applications for any of the foregoing.
- 1.8 “**Licensed Materials**” means Licensor’s software or content that is identified on the Order Form.
- 1.9 “**School**” means any educational institution within the Licensee’s district and oversight that provides instruction and other educational services to Students and that is administered or controlled by Licensee.
- 1.10 “**Students**” means any individuals who are enrolled in a course or courses of study offered by any School and to whom the Licensee has procured adequate licenses from the Licensor to permit such individuals to access the Licensed Materials. The number of

Student licenses provided to Licensee hereunder is identified on the Order Form.

- 1.11 “**Teachers**” means any teachers and educators employed or otherwise retained by Licensee or any School and involved in Student testing using the Licensed Materials.
- 1.12 “**Term**” means the Term as defined on the Order Form.
- 1.13 “**Usage Guidelines**” means any usage guidelines for the Licensed Materials provided or made available by Licensor to Licensee or any Authorized Users from time to time during the Term.

2. LICENSE GRANT AND SERVICES

- 2.1 License. Subject to Licensee’s observance and compliance with the terms and conditions of this Agreement, including, but not limited to the Licensee timely making all payments owed to Licensor as identified on the Order Form, Licensor grants to Licensee, a non-exclusive, non-transferable and non-sublicensable license during the Term for Authorized Users to access and use the Licensed Materials solely in connection with Student testing.
- 2.2 Format and Distribution. Licensee acknowledges and agrees that access to the Licensed Materials by Authorized Users will require the input of various information and data by Authorized Users, including Students. Licensee will comply with Licensor’s policies and instructions with respect to the creation, provision, protection and unauthorized use or disclosure of such information and data. Licensee will maintain a complete and accurate Student roster that shall be made available to Licensor upon request. Licensee shall comply and shall ensure that its Authorized Users comply with the Usage Guidelines.
- 2.3 Restrictions. Licensee shall not, and shall ensure that none of the Authorized Users: (a) remove any product identification, copyright, proprietary or other notices from any of the Licensed Materials; (b) provide, make available, sublicense, lease, lend or provide access to any of the Licensed Materials to anyone other than Authorized Users; (c) decompile, reverse engineer or otherwise attempt to access or discover the source code or algorithms for any of the Licensed Materials; (d) copy, alter, revise, modify or create any derivative works of any of the Licensed Materials; (e) take any action or fail to take any action that would reasonably be expected to adversely affect the performance or integrity of any of the Licensed Materials, Licensor’s website or any software, hardware or any information technology systems owned or used by Licensor or any of its Affiliates; (f) gain or attempt to gain unauthorized access to any portion of Licensor’s website or Intellectual Property or (g) use or access the Licensed Materials in any manner not specifically permitted under this Agreement.
- 2.4 Ownership; No Other Rights. As between the Parties, Licensor owns all right, title and interest (including, without limitation, all Intellectual Property rights) in and to the Licensed Materials. All rights not expressly granted by Licensor to Licensee under or pursuant to Section 2.1 of this Agreement are reserved by Licensor. Licensee shall ensure that neither Licensee nor any of its Authorized Users makes in claim of interest or ownership in the Licensed Materials.

3. LICENSE FEE AND TAXES

In consideration for the license granted in [Section 2.1](#) above and any other rights afforded the Licensee hereunder, Licensee agrees to pay Licensor the fees set forth on the Order Form in accordance with the terms and conditions set forth herein and on the Order Form. Licensee is also required to pay to Licensor all taxes applicable to the licenses licensed and the services purchased as identified on the Order Form.

4. TERMINATION

4.1 Suspension. Licensor may suspend Licensee and its Authorized Users access to the Licensed Materials during any period of time that Licensee or an Authorized User is in violation of one or more of its obligations under this Agreement.

4.2 No Refund. Unless in connection with Licensee's termination based on Licensor's uncurd breach under Section 4.3(b), in which case Licensor's sole obligation is to refund Licensee the fees previously paid by Licensee for the period extending beyond the effective date of the termination Licensee accepts and acknowledges that no refund of previously made license fees will be made.

4.3 Termination.

(a) Mutual Agreement. This Agreement may be terminated immediately upon the mutual written agreement of the Parties.

(b) Breach. Either Party may terminate this Agreement in the case of a breach by the other Party of any one (1) or more of the terms or provisions of this Agreement, which breach is not fully remedied within thirty (30) days after the breaching Party's receipt of written notice from the non-breaching Party describing such breach ("Breach Notice").

(c) Unauthorized Assignment. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event such other Party attempts to assign this Agreement without consent in contravention of Section 9.2 below.

(d) Cessation of Business. Either Party may immediately terminate this Agreement upon written notice to the other Party if either Party ceases to do business.

4.4 Effect of Termination. In the event of the termination of this Agreement, (a) all licenses and rights granted to Licensee under this Agreement shall immediately terminate, (b) Licensee shall immediately cease, and shall cause all Schools and Authorized Users to immediately cease, all use of and access to the Licensed Materials, (c) Licensor may retain and continue to use, subject to its Section 5 obligations, Student and Licensee data, (d) all outstanding amounts due Licensor shall be immediately due and payable, and (e) Section 2.4, Section 4.4, Article 5, Section 6.3, Article 7, Article 8 and Article 9 shall survive and remain in full force and effect.

5. CONFIDENTIALITY

5.1 Confidentiality Obligations. Each Party (the "Receiving Party") agrees to maintain the confidentiality of any Confidential Information disclosed to or obtained by the Receiving Party by or from the other Party (the "Disclosing Party") and to use the Confidential Information of the Disclosing Party only as necessary to exercise its rights and perform its obligations under this Agreement. The Receiving Party shall not disclose, provide or make available the Confidential Information of the Disclosing Party, or any part thereof, in any form or medium, to any person or entity, except the employees, agents, contractors and consultants of the Receiving Party or its Affiliates who have a need to access or know such Confidential Information for purposes of this Agreement or in connection with the operation of the Receiving Party's business. Licensee shall maintain appropriate and adequate security policies and procedures to ensure that any Confidential Information that it receives from Licensor and any data that it or its Schools or Authorized Users input into the Licensed Materials are protected from improper access or disclosure.

5.2 Exceptions. The provisions of [Section 5.1](#) above shall not apply to any information that: (a) was, at the time of disclosure by the Disclosing Party to the Receiving Party, in the public domain; (b) after disclosure by the Disclosing Party to the Receiving Party, becomes part of the public domain through no fault of the Receiving Party or any of the Receiving Party's employees, contractors or

consultants (or, in the case Licensee is the Receiving Party, any School or Authorized User); (c) was rightfully in the possession of the Receiving Party prior to its disclosure by the Disclosing Party to the Receiving Party without any obligation of confidence or any breach of confidence; or (d) was, after disclosure by the Disclosing Party to the Receiving Party, received by the Receiving Party from a third party who had a lawful right to disclose such information to the Receiving Party without restriction on disclosure.

5.3 Disclosure Required by Law. Notwithstanding [Section 5.1](#) above, in the event the Receiving Party is ordered or required by a court, administrative agency or other governmental body with jurisdiction over the Receiving Party, or is required by applicable law or governmental regulations, to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with prompt written notice of such order or requirement, take reasonable steps to allow the Disclosing Party to seek a protective order or other confidential treatment with respect to the disclosure of the Confidential Information of the Disclosing Party subject to such order or requirement and disclose only the minimum amount of the Confidential Information of the Disclosing Party necessary to comply with such order or requirement. The Receiving Party will reasonably cooperate with and assist the Disclosing Party in connection with obtaining such protective order or other confidential treatment. Either party may also disclose the terms of this Agreement to the extent required by applicable law.

5.4 Nondisclosure of this Agreement. Each Party agrees not to disclose or make available any of the terms or conditions of this Agreement to any third party, except as (i) provided above in [Section 5.3](#), (ii) either Party may provide a copy of this Agreement to any third party in connection with any diligence for any actual or bona fide potential acquisition, divestiture, merger, consolidation, asset sale, equity sale, financing or public offering involving such Party or (iii) in connection with the normal course operation of the Parties business including, but not limited to, regulatory disclosure and satisfying its obligations and exercising its rights under this Agreement. Notwithstanding the foregoing, (i) Licensor may disclose the fact that Licensee is a customer of Licensor and describe in general and publicize the general nature of the parties relationship and the Licensed Materials and services being provided to the Licensee hereunder for marketing, references or similar reasons and (ii) Licensee may disclose the fact that Licensee is a customer of Licensor and describe in general the nature of the parties relationship.

5.5 Student Records. Licensee accepts and acknowledges that Licensee is solely responsible for satisfying all applicable law and regulations, including, but not limited to those found in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 et seq. ("FERPA") and in COPPA related to student records and personal information, in connection with it and its Schools and Authorized User's use and access of the Licensed Materials.

5.6 Return of Confidential Information. The Receiving Party agrees to promptly return to the Disclosing Party, or to destroy and certify such destruction in writing to the Disclosing Party, all Confidential Information of the Disclosing Party and any copies of or materials containing any of the Disclosing Party's Confidential Information within thirty (30) days after the termination of this Agreement. Notwithstanding the foregoing sentence, Licensee accepts and acknowledges that Licensor may retain and continue to use for its business purposes (to the extent done so in accordance with applicable law) data and information related to Licensee and Authorized Users access to and use of the Licensed Materials.

6. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

6.1 By Licensor. Licensor represents and warrants that (a) it has full power and authority to enter into this Agreement and (b) it has the right to grant to Licensee the license set forth in Section 2.1 of this Agreement.

6.2 By Licensee. Licensee represents and warrants that (a) it has full power and authority to enter into this Agreement, (b) it has the authority to cause all Schools and Authorized Users to comply with the terms and conditions of this Agreement, (iii) it will comply with all applicable laws and regulations associated with it and its

Authorized Users access and use of the Licensed Materials, and (iv) it will address, obtain or satisfy any and all Student and Adult Parent/Guardian consents or approvals required in connection with a School or Students access or use of the Licensed Materials.

6.3 Disclaimer of Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 6, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, (a) LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE LICENSED MATERIALS) AND (b) LICENSOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE LICENSED MATERIALS AND DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO ANY OF LICENSOR'S WEBSITES OR TO ANY OF THE LICENSED MATERIALS SHALL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY OF THE LICENSED MATERIALS WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL SOFTWARE COMPONENTS OR WILL ACHIEVE ANY PARTICULAR RESULT OR SATISFY ANY PARTICULAR EXPECTATIONS.

7. INDEMNIFICATION

7.1 By Licensor. Licensor agrees to indemnify, defend and hold harmless Licensee and Licensee's officers, directors, employees and agents (collectively, the "Licensee Indemnified Parties") from and against any claims, actions, costs, losses, liabilities, expenses, damages and settlements (including, without limitation, reasonable legal fees and expenses) resulting or arising from any third party (non-Authorized User) claim asserted against any of the Licensee Indemnified Parties to the extent directly arising from any allegation that the use of the Licensed Materials by Licensee or any Authorized User as provided or made available by Licensor to Licensee and as authorized by Licensor pursuant to this Agreement and as used by Licensor or an Authorized User in accordance with this Agreement infringes any third party US intellectual property rights. Licensee shall provide reasonably prompt written notice to Licensor of any claim for which any of the Licensee Indemnified Parties seeks indemnification under this Section 7.1; provided, however, that failure to give such reasonably prompt written notice will not limit or otherwise affect the rights of any of the Licensee Indemnified Parties under this Section 7.1 except to the extent that the defense and/or settlement of such claim is negatively impacted by such failure. Licensor shall have control of the defense and/or settlement of any claim for which any of the Licensee Indemnified Parties seeks indemnification under this Section 7.1; provided, however, that Licensor shall not settle any such claim without Licensee's prior written consent if any such settlement (i) requires that any of the Licensee Indemnified Parties makes any payment or bears any other obligations, (ii) includes any admission of wrongdoing or liability on the part of any of the Licensee Indemnified Parties, and/or (iii) does not include a full release of all of the Licensee Indemnified Parties. Licensee agrees to reasonably cooperate with Licensor in connection with the defense and/or settlement of any such claim.

7.2 By Licensee. Licensee agrees to indemnify, defend and hold harmless Licensor and Licensor's Affiliates and Licensor's and Licensor's Affiliates' respective officers, directors, employees, licensors and agents (collectively, the "Licensor Indemnified Parties") from and against any claims, actions, costs, losses, liabilities, expenses, damages and settlements (including, without limitation, reasonable legal fees and expenses) resulting or arising from any third party claim asserted against any of the Licensor Indemnified Parties to the extent arising from or based upon (a) any breach or alleged breach of this Agreement by Licensee and/or any School and/or any Authorized User, (b) any use of the Licensed Materials beyond the scope of the license granted to Licensee under this Agreement and/or (c) any act or omission to act by Licensee and/or any School and/or any Authorized User with respect to any of the Licensed Materials. Licensor shall provide reasonably prompt written notice to Licensee of any claim for which any of the Licensor Indemnified Parties seeks indemnification under this Section 7.2; provided, however, that failure to give such reasonably prompt written notice will not limit or otherwise affect

the rights of any of the Licensor Indemnified Parties under this Section 7.2, except to the extent that the defense and/or settlement of such claim is materially and adversely prejudiced by such failure. Licensee shall have control of the defense and/or settlement of any claim for which any of the Licensor Indemnified Parties seeks indemnification under this Section 7.2; provided, however, that Licensee shall not settle any such claim without Licensor's prior written consent if any such settlement (i) requires that any of the Licensor Indemnified Parties makes any payment or bears any other obligations, (ii) includes any admission of wrongdoing or liability on the part of any of the Licensor Indemnified Parties, (iii) does not include a full release of all of the Licensor Indemnified Parties and/or (iv) includes any manner of injunctive or other equitable relief. Licensor agrees to reasonably cooperate with Licensee, at Licensee's expense, in connection with the defense and/or settlement of any such claim.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, EXCEPT WITH RESPECT TO A PARTY'S BREACH OF ARTICLE 5 ABOVE OR LICENSEE'S BREACH OF ARTICLES 2 OR 3 ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY (a) CONSEQUENTIAL, INDIRECT, LIQUIDATED, INCIDENTAL OR SPECIAL DAMAGES, (b) LOST PROFITS, LOST BUSINESS OR LOST OR CORRUPTED DATA OR (c) COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, TECHNOLOGY, GOODS OR SERVICES, IN THE CASE OF EACH OF THE FOREGOING SUBCLAUSES (a), (b) AND (c), EVEN IF THE REMEDIES PROVIDED FOR IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF EITHER PARTY IS ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES. UNLESS IN CONNECTION WITH LICENSORS BREACH OF SECTION 6.1, IN NO EVENT SHALL LICENSOR'S MAXIMUM AGGREGATE CUMULATIVE LIABILITY FOR ANY DAMAGES OF ANY KIND (WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY) UNDER, RESULTING FROM OR ARISING OUT OF THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT.

9. GENERAL PROVISIONS

9.1 Independent Contractors/Non-Exclusive. The Parties to this Agreement are independent contractors, and no agency, partnership, joint venture, franchise or employee-employer relationship is intended or created by this Agreement. Neither Party has any right, power or authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party. This is not an exclusive agreement and Licensee may procure other products and services from other vendors and Licensor may sell or license products or services identical or similar to the Licensed Materials to any party that it deems appropriate without restriction.

9.2 Successors and Assigns; Assignment. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign this Agreement (by operation of law or otherwise) without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement (by operation of law or otherwise) to any successor of such Party as a result of or in connection with any merger, acquisition or corporate reorganization of such Party or any sale of all or substantially all of the equity or assets of such Party.

9.3 No Third Party Rights. Nothing in this Agreement confers, or is intended to confer any rights or remedies upon any person or entity not a party to this Agreement.

9.4 Severability. If any provision of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable, provided that the intent of the Parties when entering into this Agreement with respect to the economic terms, protection of Intellectual Property and allocation of risk is maintained.

9.5 Notices. All notices, consents, requests and other communications under this Agreement shall be in writing and shall be effective: (a) upon delivery by hand; (b) one (1) business day after being deposited with a recognized overnight delivery service with tracking capabilities, delivery charges prepaid; or (c) three (3) business days after being deposited in the United States mail, first-class, postage prepaid, registered or certified, return receipt requested; in the case of each of the foregoing subclauses (a), (b) and (c), addressed to the applicable Party as follows (or to such other address or representative as such Party may hereafter designate in a written notice to the other Party in accordance with this Section 9.5):

If to LICENSOR:

Questar Assessment Inc.
5550 Upper 147th Street West
Apple Valley, MN 55124
Attn – EVP of Sales
CC – CFO

If to LICENSEE:

The Address identified on
the Order Form

- 9.6 Waiver. No waiver by either Party of any default or breach of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement or of any subsequent default or breach of the same or a different provision of this Agreement. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Any waiver of this Agreement shall be effective only if set forth in a written agreement that specifically references this Agreement, is clearly understood by both Parties to be a waiver of a provision or provisions of this Agreement and is signed by both Parties.
- 9.7 Amendment. This Agreement may be amended only by a writing signed by both Parties. However, it is the intention of the Parties that this Agreement and all Exhibits attached hereto be controlling over any additional or different terms of any purchase order, confirmation, invoice or similar document, even if accepted in writing by both Parties, and that any amendment to this Agreement shall be effective only if set forth in a written agreement that specifically references this Agreement, is clearly understood by both Parties to be an amendment to this Agreement and is signed by both Parties.
- 9.8 Entire Agreement. This Agreement (including all Exhibits hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations and understandings (whether written or oral) between the Parties with respect to the subject matter of this Agreement.

- 9.9 Governing Law; Venue. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Minnesota (without regard to principles of conflicts of law thereof). Each of the Parties hereby submits to the jurisdiction of and venue in the State of Minnesota in any legal proceeding necessary to interpret or enforce this Agreement and hereby waives any defense of lack of personal jurisdiction or inconvenient forum with respect to any such legal proceeding.
- 9.10 Audit Right. Upon the request of Licensor, Licensee shall provide access to Licensor or its authorized representative to the books, records, electronic databases and similar of the Licensee to permit the Licensor to audit the Licensor and its Schools and Authorized Users compliance with this Agreement and to ensure that all payments due and payable by the Licensee to the Licensor have been properly paid.
- 9.11 Force Majeure. Licensor shall not be liable for its failure to perform any of its obligations under this Agreement or any inability to access or use any of Licensor's websites or any of the Licensed Materials if caused by any event beyond Licensor's reasonable control, including, without limitation, acts of God, acts of any government or governmental agency, compliance with applicable laws or regulations, acts of any civil or military authority, fires, strikes, floods, war, terrorism, riot, civil commotion, difficulty in obtaining necessary labor, materials or equipment, power outages or disruption, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or Internet or network disruption, outage or failures.
- 9.12 Joint Drafting and Neutral Construction. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties and shall be construed and interpreted in a neutral manner, and no rule of construction or interpretation shall apply against any particular Party based on a contention that this Agreement was drafted by such Party.
- 9.13 Headings. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement.
- 9.14 Counterparts. This Agreement may be executed in one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one and the same instrument. A signed counterpart by facsimile or in pdf format shall be deemed an original.