

Software End User License Agreement

This End User License Agreement, including the Order Form which by this reference is incorporated herein (this "**Agreement**"), is a binding agreement between Soteri LLC ("**Licensor**", "**Soteri**", "**we**", "**our**") and the person or entity identified on the Order Form as the licensee of the Products ("**Licensee**", "**you**", "**your**").

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE "ACCEPT" BUTTON/CHECKING THE "ACCEPT" BOX ON THE ORDER FORM YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO LICENSEE AND YOU MUST NOT DOWNLOAD/INSTALL THE SOFTWARE OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR'S SOFTWARE.

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

"**Authorized Users**" means the specific individuals for whom you have paid the required fees and whom you designate through the applicable Product.

"**Documentation**" means user manuals, technical manuals, and any other materials provided by us, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Products.

"**Hosted Services**" means any Soteri hosted or cloud-based solutions for which you are purchasing a license, as expressly set forth in the Order Form.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other

intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Order Form" means the order form filled out and submitted by or on behalf of you, and accepted by us, for your purchase of the license for the Products granted under this Agreement.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Product" means Software or Hosted Services.

"Software" means the software programs for which Licensee is purchasing a license, as expressly set forth in the Order Form.

2. License Grant and Scope. Subject to and conditioned upon your payment of the License Fees and your strict compliance with all terms and conditions set forth in this Agreement, we grant to you a non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use, solely by and through your Authorized Users, the Products and Documentation, solely as set forth in this Section 2 and subject to all conditions and limitations set forth in Section 4 or elsewhere in this Agreement. This license grants you the right, exercisable solely by and through your Authorized Users, to:

(a) Download, copy, and install in accordance with the Documentation one (1) copy of the Software on one instance owned or leased, and controlled by, you. All copies of the Software made by the you:

(i) will be the exclusive property of Soteri;

(ii) will be subject to the terms and conditions of this Agreement; and

(iii) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

(b) Use and run the Software as properly installed in accordance with this Agreement and the Documentation, solely as set forth in the Documentation and solely for Licensee's internal business purposes.

Licenses granted by Soteri are subject to the condition that you must ensure the maximum number of Authorized Users that are able to access and use the Products concurrently is equal to the number of User Licenses for which the necessary fees have been paid to Atlassian and/or its authorized partners (each, an "Atlassian Expert"). You may purchase additional User Licenses at any time on payment of the appropriate fees to Atlassian or an Atlassian Expert. "User License" means a license granted under this

Agreement to you to permit an Authorized User to use the Product. The number of User Licenses granted to you is dependent on the fees paid by you.

3. **Evaluation of Marketplace products.** Soteri may offer free evaluation and/or other limited versions of Products so you can preview Products before you purchase the full version ("**Evaluation Products**"). If the Product is only provided for evaluation purposes, your rights are limited to an evaluation license which permits you to use, download, install, and/or operate the Evaluation Product for a limited period of time ("**Evaluation Period**"), and it will only be accessible by a limited number of temporary users, in each case as determined by Soteri. On the expiration of the Evaluation Period, the Evaluation Product will cease to function, and you will remove and delete all copies of such Marketplace Product in your possession or control. Soteri may require you to purchase a full license to the Products before providing any maintenance or support services under this Agreement, including any Updates. If you attempt to use successive Evaluation Periods as an abuse of this section, Soteri has the right to inhibit the functioning of the Evaluation Products.

4. Third-Party Materials. The Products may require other software, content, data, or other materials, including related documentation, that are owned by Persons other than Licensor ("Third-Party Materials"). Licensee has the obligation to acquire any necessary rights to such Third-Party Materials that are required to operate the Products, including entering into separate agreements with the licensor of such materials. Specifically, the use of Products requires a license to use the Atlassian products that the Products are intended to be used with. This Agreement does not provide Licensee with any rights to Atlassian products, and Licensee must seek a separate license from Atlassian for any Third-Party Materials required to operate the Products.

5. Use Restrictions. You shall not, and shall require your Authorized Users to not, directly or indirectly:

(a) Use, in any way, (including creating any copies of) the Products or Documentation beyond the scope of the license granted under Section 2;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Products or Documentation or any part thereof;

(c) reverse engineer, attempt to reverse engineer, disassemble, decompile, decode, attempt to decode, or otherwise attempt to derive or gain access to the source code of the Products or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Products or Documentation, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Products, or any features or functionality of the Products, to

anyone who is not an Authorized User for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(f) use the Products or Documentation in violation of any law, regulation, or rule; or

(g) use the Products or Documentation for purposes of competitive analysis of the Products, the development of a competing software product or service, or any other purpose that is to the Licensor's commercial disadvantage.

6. Responsibility for Use of Products. You are responsible and liable for all uses of the Products and Documentation through access thereto provided by Soteri, directly or indirectly. Specifically, and without limiting the generality of the foregoing, You are responsible and liable for all actions and failures to take required actions with respect to the Products and Documentation by its Authorized Users or by any other Person to whom you or an Authorized User may provide access to or use of the Products and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

7. Software Maintenance and Support.

(a) Subject to Section 6(c), the license granted hereunder entitles Licensee to basic software maintenance and support services as defined herein:

(i) for one (1) year following the date set forth on the Order Form;
and

(ii) thereafter, solely if Licensee purchases additional support services.

(b) Maintenance and support services will include provision of such updates, upgrades, bug fixes, patches, and other error corrections (collectively, "**Updates**") as we make generally available free of charge to all licensees of the Software then entitled to maintenance and support services. We may develop and provide Updates in our sole discretion, and you agree that we have no obligation to develop any Updates at all or for particular issues. You further agree that all Updates will be deemed Software, and related documentation will be deemed Documentation, all subject to all terms and conditions of this Agreement. You acknowledge that Soteri may provide all Updates via download from a website designated by us and that your receipt thereof will require an internet connection, which connection is your sole responsibility. Soteri has no obligation to provide Updates via any other media. Maintenance and support services do not include any new version or new release of the Software that we may issue as a separate or new product, and we may determine whether any issuance qualifies as a new version, new release, or Update in our sole discretion.

(c) Soteri maintains a Service Level Agreement Policy at <https://soteri.atlassian.net/wiki/spaces/LEG/pages/4139319297/Service+Level+Agreement>. This is a non-binding policy setting forth Soteri's support services for the Products, and may be changed, without notice, at Soteri's sole discretion.

(d) We reserve the right to condition the provision of maintenance and support services, including all or any Updates, on your registration of the copy of Software for which support is requested. Licensor has no obligation to provide maintenance and support services, including Updates:

(i) for any but the most current version or release of the Software and any Third-Party Material that the Software interacts with;

(ii) for any copy of Software for which all previously issued Updates have not been installed;

(iii) if you are in breach under this Agreement; or

(iv) for any Software that has been modified other than by or with the authorization of Licensor, or that is being used with any hardware, software, configuration, or operating system not specified in the Documentation or expressly authorized by Licensor in writing.

8. Hosted Services Terms.

(a) Authorized Users access Hosted Services through a web client with user IDs and passwords. You are responsible for ensuring that such login information is kept strictly confidential and are not shared. You are also responsible for any and all actions taken using Licensee or Authorized User accounts and passwords, and you agree to immediately notify us of any unauthorized use of which it becomes aware.

(b) You may upload data, content, code, video, images, or other materials of any time to or through the Hosted Services ("**Licensee Data**"). You will retain all right, title, and interest in and to Licensee Data, subject to a non-exclusive, worldwide, royalty-free right for us to:

(i) Collect, use, copy, store, transmit, modify, and create derivative works of Licensee Data, in each case solely to the extent necessary to provide the applicable Hosted Service; and

(ii) For Hosted Services that enable interactions with other people, to distribute, publicly perform, and display Licensee Data as Authorized Users direct or enable through the Hosted Service. We may also access your account or instance in order to respond to your support requests.

(c) Soteri implements security procedures to help protect Licensee Data from security attacks. However, using the Hosted Services necessarily involves transmission of

data over networks that are not owned, operated, or controlled by us, and we are not responsible for any data lost, altered, intercepted, or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of data will always be secure, or that unauthorized third parties will never be able to defeat our security measures or those of third party service providers.

(d) Licensee will not submit to the Hosted Services any personally identifiable information, except as necessary for the establishment of accounts.

(e) Soteri may remove or delete Licensee Data within a reasonable period of time after the termination of Hosted Services as provided on the Order Form.

9. Collection and Use of Information. We will collect, retain, and use information provided by and about you in accordance with our privacy policy, which is available at <https://soteri.atlassian.net/wiki/spaces/LEG/pages/4139253924/Privacy+Policy>. Such privacy policy is hereby incorporated into this agreement and each party agrees to be bound by it.

10. Feedback. Products are made available on a limited license or access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as “purchase” or “sale”. From time to time, you may choose to submit comments, information, questions, data, ideas, description of processes, or other information to us, including sharing your modifications or in the course of receiving maintenance and support services (“Feedback”). Soteri may freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your confidential information, and nothing in this Agreement limits Soteri’s right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise. Soteri has and retains all right, title and interest, including all intellectual property rights, in and to the Products, their “look and feel”, any and all related or underlying technology, and any modifications or derivative works of the foregoing created by or for Soteri, including without limitation as they may incorporate Feedback.

11. Intellectual Property Rights. Licensee acknowledges and agrees that the Products and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Products or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. Licensor reserves and shall retain its entire right, title, and interest in and to the Products and all Intellectual Property Rights arising out of or relating to the Products, except as expressly granted to the Licensee in this Agreement. Licensee shall use commercially reasonable efforts to safeguard all Products (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee shall promptly notify Licensor if Licensee becomes aware of any infringement of the Licensor's Intellectual Property Rights in the Products and fully cooperate with Licensor, at Licensor's sole expense, in any legal action taken by Licensor to enforce its Intellectual Property Rights.

12. PAYMENT. All License Fees are due payable in advance in the manner set forth in the Order Form and are non-refundable, except as may be expressly set forth herein. Any

renewal of the license hereunder shall not be effective until the fees for such renewal have been paid in full. License Fees shall be paid to Atlassian or an Atlassian Expert. Soteri is not responsible for processing the payment of any License Fees, and Soteri will not be responsible for any interruption in service that results from delays by Atlassian or an Atlassian Expert in processing payments.

13. Term and Termination.

(a) This Agreement and the license granted hereunder shall remain in effect for the term set forth on the Order Form or until earlier terminated as set forth herein (the "**Term**"). This Agreement will automatically renew for subsequent equal terms unless you elect not to renew through the Atlassian website or provide written notice to Soteri.

(b) You may terminate this Agreement by ceasing to use and destroying all copies of the Products and Documentation.

(c) We may terminate this Agreement, effective upon written notice to you, if you breach this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured fifteen (15) days after we provide written notice thereof.

(d) We may terminate this Agreement, effective immediately, if you file, or have filed against you, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of your property.

(e) Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and you shall cease using and destroy all copies of the Products and Documentation. No expiration or termination shall affect your obligation to pay all Licensee Fees that may have become due before such expiration or termination, or entitle you to any refund, in each case except as set forth in Section 12.1(c)(ii).

14. Limited Warranties, Exclusive Remedy, and Disclaimer/Warranty Disclaimer. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND

THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

15. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL LICENSOR'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT FOR (i) THE SOFTWARE OR (ii) UP TO TWELVE (12) MONTHS OF THE SPECIFIC SERVICES, THAT IS OR ARE THE SUBJECT OF THE CLAIM.

(c) THE LIMITATIONS SET FORTH IN SECTION 12(a) AND SECTION 12(b) SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

16. Export Regulation. The Products and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Products or Documentation to, or make the Products or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all

applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Products or Documentation available outside the US.

17. US Government Rights. The Products is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Licensee is the US Government or any contractor therefor, Licensee shall receive only those rights with respect to the Products and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

18. Publicity Rights. Soteri may identify Licensee as a customer in promotional materials. You may request that we stop doing so by submitting an email to hello@soteri.io at any time. Please note that it may take us up to thirty (30) days to process your request.

19. Miscellaneous.

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Los Angeles and County of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

(b) We will not be responsible or liable to you, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.

(c) All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile [or email] (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified

or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order Form (or to such other address as may be designated by a party from time to time in accordance with this Section 16(c)).

(d) This Agreement, together with the Order Form, and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(e) You shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Soteri's prior written consent, which consent Licensor may give or withhold in its sole discretion. No delegation or other transfer will relieve you of any of your obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 15(e) is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.