RNL Marketplace Terms & Conditions

This Order Form ("Agreement") is entered into by and between Ruffalo Noel Levitz, LLC ("RNL") and the Company identified above ("COMPANY"), and sets forth the terms and conditions for RNL to provide COMPANY with services as described above. These terms are subject to change at any time. The parties agree as follows:

1. **Term.** This Agreement shall be effective on the Date of this Agreement and remains in effect for one (1) year. This Agreement shall automatically renew for additional one (1) year terms, unless either Party provides written notice of non-renewal at least forty-five (45) days prior to the end of the then-current term. RNL may, at its sole discretion, decide to discontinue the Marketplace program or an individual COMPANY at any time, such decision will not entitle COMPANY to a refund.

2. **Fees.** COMPANY will pay fees as set forth in this Agreement. Fees are nonrefundable and due upon execution of the Agreement and annually, unless this Agreement is terminated in accordance with Paragraph one (1).

3. **Ownership**. The Parties will retain ownership of all pre-existing patents, copyrights, trademarks, service marks, trade dress, software, processes, materials, inventions, designs, code, and works of authorship, including derivatives (IP). Nothing in this Agreement attempts to change the ownership of any IP.

4. **License**. COMPANY grants RNL a non-exclusive, non-transferable, timelimited, scope-restricted, worldwide, royalty-free and fully paid license to use its trademarks, service marks, and logos as required to provide the services. All rights in and to the COMPANY IP not expressly granted to RNL in this Agreement are reserved by COMPANY. COMPANY represents and warrants that COMPANY IP licensed to RNL under this Agreement does not infringe any copyright, service mark, or trademark.

5. **Assignment**. Other than assignment to a corporate affiliate or successor by RNL, neither party may assign this Agreement without prior written consent of the other party.

6. **Limitation of Liability**. In no event shall RNL be liable for any special, consequential, exemplary, incidental or similarly designated damages arising out of or in connection with this Agreement. RNL's liability for damages arising out of or related to this Agreement are limited to the fees paid to RNL under the Agreement.

7. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, RNL MAKES NO OTHER EXPRESS WARRANTIES OR GUARANTEES OF ANY TYPE OR NATURE, AND MAKES NO IMPLIED WARRANTIES OF ANY TYPE OR NATURE, AS TO THE QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY PRODUCT OR SERVICE EXCEPT AS EXPRESSLY MANDATED BY ENFORCEABLE LAW, WHICH WOULD BE CONTRARY TO THE PARTIES' INTENTION AND DESIRES.

8. **GENERAL.** The sole relationship between COMPANY and RNL is that of independent contractors and neither shall be the employee, agent or representative of the other. This Agreement shall be governed by the laws of the State of Delaware and jurisdiction for any disputes arising hereunder shall be in the courts of that State. No change will be made in any of the terms of this Agreement, nor any provision waived, unless in writing, signed by both parties. No waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement. RNL will not have any liability for the failure to carry out its obligations in the manner specified herein due to any circumstances beyond its reasonable control. All notices and consents required or permitted herein will be made in writing and will be mailed by certified mail, return receipt requested, to the respective addresses listed on this Agreement. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified, or, if necessary, severed to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected.