

QuickMAR Facility Agreement

THIS AGREEMENT (THE “**QUICKMAR FACILITY AGREEMENT**” OR “**AGREEMENT**”) IS MADE BETWEEN THE CUSTOMER AND POINTCLICKCARE TECHNOLOGIES INC. DBA POINTCLICKCARE AND ITS AFFILIATED COMPANIES (COLLECTIVELY, “**POINTCLICKCARE**”) AND GOVERNS CUSTOMER’S AND ITS AFFILIATED COMPANIES’ (COLLECTIVELY, “**CUSTOMER**”) USE OF, AND ACCESS TO, QUICKMAR (AS DEFINED BELOW) AND ANY OTHER SERVICES DESCRIBED HEREIN.

BY (1) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, (2) CLICKING A BOX INDICATING ACCEPTANCE, OR (3) USING THE QUICKMAR SERVICES, CUSTOMER IS ACCEPTING THIS AGREEMENT AND AGREEING TO THE TERMS OF THIS AGREEMENT. THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS IN THE AGREEMENT, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE QUICKMAR AND ANY OTHER SERVICES DESCRIBED HEREIN.

This Agreement was last updated on May 1, 2026. It is effective between Customer and PointClickCare as of the date of Customer accepting this Agreement (the “**Effective Date**”). By electronically accepting this Agreement, you acknowledge that you have read, understood, and agreed to be bound by its terms and conditions.

BACKGROUND

- A. PointClickCare licenses the QuickMAR software (“**QuickMAR**”) together with any technical specifications, documentation, web-based platform, database and related services (“**Services**”) that enable long term care facilities and other care providers to manage the medications and the care of their residents and, if applicable, communicate with a pharmacy provider if the Customer is integrated with a Pharmacy (as defined below).
- B. PointClickCare licenses the QuickMAR Rx software together with any technical specifications, documentation, web-based platform, database and related services to approved PointClickCare pharmacy partners (“**Pharmacy**”) that enables Pharmacy to configure and manage the interaction of QuickMAR accounts used by their facility customers.
- C. Customer may choose to be integrated with a Pharmacy or may utilize QuickMAR and the Services independently without integration with Pharmacy.

- D. In order for Customer to download, install and use the QuickMAR Software, Customer must click to accept a click-wrap end user license agreement embedded in QuickMAR (the “**EULA**”) which is incorporated herein by reference and forms part of this Agreement.
- E. As a prerequisite for Customer to utilize the license granted by the EULA (“**License**”) and get access to the Services, Customer must have an active account (“**Active Account**”) established in the Services database.
- F. Customer shall notify PointClickCare in writing of any additional Customer facility it wishes to integrate to the Services by providing an updated Schedule 1 (the “**Customer’s Facilities**”).

NOW THEREFORE, the parties agree as follows:

1. Fees and Payment Terms

1.1 Monthly Fees

If Customer or any of Customer’s Facilities chooses to integrate with a Pharmacy in order for QuickMAR to interface with such Pharmacy (an “**Integrated Pharmacy**”), PointClickCare shall bill the Integrated Pharmacy for the Monthly Fee. The Integrated Pharmacy may be responsible for all or a portion of the Monthly Fee, as specified in a Quote/Order Form. If Customer or any of Customer’s Facilities is not integrated with an Integrated Pharmacy, Customer shall be responsible for all fees specified in the applicable Quote/Order Form and associated invoices. The monthly fees shall be calculated by multiplying the number of active residents (defined as any individual or resident listed in the QuickMAR database for whom QuickMAR was utilized to manage care, including medication administration) in the Active Account during the billing period by the fee per resident established by PointClickCare and specified in the applicable Quote/Order Form (the “**Monthly Fee**”). The Monthly Fee includes the license granted by the EULA, software usage, upgrades, updates, and telephone and e-mail support. PointClickCare may increase fees no more frequently than once annually upon thirty (30) days’ prior written notice to Customer.

1.2 Professional Services

Customer may elect to purchase additional professional services, as needed, including but not limited to on-site training, maintenance and support, at the rates agreed to between PointClickCare and the Customer.

1.3 Payment Terms

All fees will be due within thirty (30) days following the month in which the fee was incurred, or if invoiced by PointClickCare, within thirty (30) days of the date of PointClickCare’s invoice. Any fee or other amount that is not paid when due will accrue interest at the maximum rate permitted by applicable law, from the due date until paid. All payments must be made in U.S. dollars.

1.4 Taxes

Fees exclude federal and state or provincial sales, excise, use, goods and services and value added or similar taxes (“**Taxes**”). Customer acknowledges that it shall be responsible for the payment of any such Taxes as may be applicable and as invoiced.

2. Data

The ongoing use of the Services by Customer and any Integrated Pharmacy will create records in the Services database that support the operation of the Services. Customer and any Integrated Pharmacy may access such records for active residents under the control of Customer or such Integrated Pharmacy, as applicable. PointClickCare may access and use all records contained in the Services database hosted by it. All access to and use of such records by any party must comply with the Health Insurance Portability and Accountability Act of 1996 and other applicable law. As between the parties, Customer owns the content of Customer’s data in the Services and related records, even if such content was contributed or created by an Integrated Pharmacy through the Services. Any Customer data transferred through the Services by an Integrated Pharmacy or by Customer becomes part of Customer’s data once transferred to PointClickCare’s system. Customer acknowledges and agrees that PointClickCare is not responsible for any errors, omissions, or inaccuracies resulting from data provided to PointClickCare through any interface with the Integrated Pharmacy’s dispensing software or from the Integrated Pharmacy’s records. Upon termination of the License and/or this Agreement, Customer may access its data through archived records retained by Customer outside the QuickMAR systems using reports or data exported from within QuickMAR or, pursuant to an applicable Quote/Order Form, subscribe for read-only access to QuickMAR following termination of this Agreement.

2.1 PointClickCare’s Permitted Uses of Data

2.1.1 Provision of Services

To the extent permitted by law, PointClickCare may use patient data or other data collected by PointClickCare with respect to Customer’s and its users’ access to, and use of, QuickMAR or Services: (i) for the analysis, development, improvement and provision of QuickMAR or Services and other PointClickCare products and services; (ii) for recordkeeping, fee calculation, internal reporting, support and other internal business purposes; and (iii) to report the number and type of transactions and other statistical information concerning QuickMAR or Services.

2.1.2 De-Identification

PointClickCare may de-identify Customer data in accordance with applicable law and recognized industry standards for de-identification. For the purposes of this Agreement, “**De-Identified Data**” means Customer data that has been de-identified in accordance with the requirements of applicable law, such that it does not identify an individual and there is no reasonable basis to believe it could be used, alone or in combination with other information, to identify an individual.

2.1.3 Use of De-Identified Data

PointClickCare may use, process, store, transmit, combine, analyze, and disclose De-Identified Data for any lawful business purpose, including but not limited to:

- G. operating, maintaining, and improving the Services;
- H. developing, training, testing, and validating algorithms, machine learning models, and other artificial intelligence systems;
- I. creating analytics, benchmarks, and statistical insights; and
- J. conducting research and development, provided such use does not re-identify any individual.

2.2 Customer Responsibilities

Customer is responsible for: (i) providing PointClickCare with reasonable access to and use of all resident and Customer's Facilities' information determined by PointClickCare to be necessary to support the Services; (ii) providing a trained primary and alternate contact person responsible for the integrity of the system (if there are multiple facilities, then at least one contact should be provided for each community); (iii) acquiring equipment capable of meeting the hardware and software requirements for QuickMAR as outlined on QuickMAR/PointClickCare's website; (iv) acquiring and installing updates and new versions of QuickMAR, it being understood that PointClickCare shall have no obligation to support, maintain, or fix any version of QuickMAR other than PointClickCare's then current version and the next earlier release; and (v) using the Services only in accordance with any documentation provided by PointClickCare and all applicable local, state or provincial, federal and/or international laws, rules and government regulations relating to Customer's and users' use of the Services and Customer's and users' provision of health care and medical services to Customer's residents.

2.3 Artificial Intelligence Features. Customer acknowledges and agrees that QuickMar or Services may include certain functionalities powered by artificial intelligence ("**AI Features**"). These AI Features are designed to provide automated outputs, analyses, and recommendations to assist Customer and its users in their use of QuickMar or Services, and have been designed in compliance with healthcare regulatory requirements, where applicable. Customer acknowledges that AI-generated outputs are generated through probabilistic and algorithmic processes that may not account for all situational nuances, regulatory requirements, or specific contexts relevant to the Customer's intended use. Customer and its users expressly agree that they are responsible for independently reviewing, verifying, and assessing the appropriateness, accuracy, and completeness of any information, suggestions, or recommendations produced by the AI Features before reliance or implementation in Customer's business processes. Customer further agrees to exercise its own professional judgment and seek additional professional advice where necessary, particularly where any such AI-generated outputs might have legal, financial, operational, or compliance implications. PointClickCare makes no representations or warranties as to the

suitability or fitness of AI-generated outputs for any particular purpose and disclaims all liability for any outcomes resulting from Customer or its users' reliance on AI Features.

3. Prohibited Actions

Customer shall not, and shall ensure users do not: (i) make QuickMAR or Services available to anyone other than users; (ii) sell, resell, lease or timeshare QuickMAR or Services, or assign or transfer QuickMAR or Services; (iii) use QuickMAR or Services to upload, post, distribute, link to, publish, reproduce, engage in, disseminate, or transmit any of the following: (a) malicious code, (b) illegal information or communications, (c) content or data that would falsely represent Customer's or any user's identity or qualifications, (d) content or data that constitutes a breach of any individual's privacy or other legal rights, (e) advertisements or any other unsolicited communications, or (f) any information, software, or content that is not legally Customer's and may infringe the rights of any person, including intellectual property rights; (iv) interfere with, or disrupt the integrity or performance of, QuickMAR, Services or third-party data; (v) attempt to gain access to any other entity's services, or systems, networks, or related data that Customer does not have a legal right to access; (vi) copy, duplicate, frame, or mirror any part of QuickMAR or Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes; (vii) derive specifications from, modify, decompile, deconstruct, reverse engineer, translate, record, or create any derivative works based on QuickMAR or Services; (viii) access QuickMAR or Services if Customer is a health information technology company (or an affiliate, agent, or consultant thereof) or otherwise has a business interest in, is creating or developing, or is planning the creation or development of, a health information technology service, product, or system in any way competitive with QuickMAR or Services; (ix) copy any features, functions, or graphics of QuickMAR or Services; (x) access QuickMAR or Services or allow any employee, contractor or agent to access QuickMAR or Services with any automated or other process such as robotic process automation (RPA), screen scraping, robots, web-crawlers, spiders or any other sort of bot or tool, for the purpose of extracting data, screen- or UI-scraping technologies, headless or scripted browsers, injected scripts, or agents driven or controlled by machine-learning artificial intelligence, monitoring availability, performance, functionality, or for any other benchmarking or competitive purpose; (xi) access QuickMAR or Services in such a way that adversely impacts the performance of QuickMAR or Services; or (xii) develop, deploy, install, or use any browser extensions, plug-ins, add-ons, toolbars, injected scripts, or similar software components in connection with accessing, interfacing with, extracting data from, or otherwise interacting with QuickMAR or Services, including without limitation utilizing any such technologies to create, enable, or support overlays, to perform screen scraping or RPA activities, or to otherwise modify, augment, intercept, or monitor the functionality, content, or user interface of QuickMAR or Services. Notwithstanding the foregoing, this Section shall be interpreted in a manner consistent with the interoperability and accessibility requirements set forth in the 21st Century Cures Act, Sections 4001 to 4006, and its implementing regulations, as may be amended from time to time.

4. Commencement and Termination of License

4.1 Term

The term of this Agreement shall begin on the Effective Date and continue for one (1) year and shall automatically renew thereafter for successive one-year periods (the “**Term**”) unless terminated in accordance with this Agreement.

4.2 Termination for Cause

Either party may terminate this Agreement for cause: (i) upon 30 days’ prior written notice to the other party of a material breach, if such breach remains uncured at the expiration of such notice period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

4.3 Termination for Convenience by PointClickCare

PointClickCare shall have the right to terminate this Agreement at any time by giving ninety (90) days’ prior written notice to Customer.

4.4 Termination for Convenience by Customer

Customer may terminate this Agreement upon thirty (30) days’ prior written notice to PointClickCare. The full Monthly Fee will apply for the final calendar month during which Customer used the Services.

4.5 Termination By/With Pharmacy

In the event (i) Integrated Pharmacy terminates its relationship with PointClickCare; (ii) Integrated Pharmacy terminates its use of the License for Customer; or (iii) Customer terminates its relationship with Integrated Pharmacy, PointClickCare will not terminate the terminated Customer’s License and will permit Customer to either: (a) continue to independently utilize the Services provided that Customer completes all requisite documentation and assumes payment for the Monthly Fee and any professional services fees (if any) which shall be specified in a new Quote/Order Form; or (b) integrate with a new Pharmacy whereby such new pharmacy shall be responsible for the Monthly Fee subject to completion of all requisite documentation.

4.6 Provisions Surviving Termination

Section 1 (Fees and Payment Terms), Section 2 (Data), Section 4.5 (Termination By/With Pharmacy), Section 5 (Limitation of Liability), Section 6 (Indemnification), Section 7 (Confidentiality), and Section 8 (General Provisions) shall survive termination or expiration of this Agreement. For the avoidance of doubt, the provisions of this Section 4.6 shall survive expiration or termination whether such termination is: (i) a termination of the relationship between Customer and Integrated Pharmacy in accordance with Section 4.5 above; or (ii) a termination of this Agreement.

5. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, POINTCLICKCARE SHALL NOT BE LIABLE FOR, NOR SHALL THE MEASURE OF DAMAGES UNDER THIS AGREEMENT INCLUDE, ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OR DAMAGES ARISING OUT OF OR RELATING TO CUSTOMER'S OR POINTCLICKCARE'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR CUSTOMER'S USE OF THE SERVICES. THE MAXIMUM LIABILITY OF POINTCLICKCARE TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES SHALL BE THE AMOUNT PAID BY CUSTOMER (IF ANY) FOR THE SERVICES IN THE TWELVE-MONTH PERIOD PRIOR TO THE DATE OF THE APPLICABLE CLAIM. THIS LIMITATION OF LIABILITY APPLIES TO ALL CAUSES OF ACTION INCLUDING TO A BREACH OF CONTRACT, TORT LIABILITY AND NEGLIGENCE. THE LIMITATION OF LIABILITY IN THIS SECTION DOES NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS IN SECTION 6 OR THE FAILURE OF CUSTOMER TO PAY ANY AMOUNTS OWING TO POINTCLICKCARE.

6. Indemnification

6.1 Indemnification by PointClickCare

PointClickCare agrees to defend Customer from and against any claims, suits, losses, damages, costs, and expenses (including reasonable attorneys' fees) brought by third parties alleging that Customer's use of the Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. PointClickCare will indemnify the Customer against the resulting direct damages and attorneys' fees finally awarded against Customer by a court of competent jurisdiction as a result of a court-approved settlement of an Infringement Claim, provided that Customer must: (a) promptly give PointClickCare written notice of the infringement claim; (b) give PointClickCare sole control of the defense and settlement of the infringement claim (provided that PointClickCare may not settle any infringement claim unless the settlement unconditionally releases Customer of all liability); and (c) provide PointClickCare all reasonable assistance, at PointClickCare's expense. In the event of an infringement claim, or if PointClickCare reasonably believes the Services may infringe or misappropriate the rights of any third party, PointClickCare may in its discretion and at no cost to Customer: (i) modify the Services so that they no longer infringe or misappropriate, without breaching PointClickCare's warranties; (ii) obtain a license for Customer's continued use of the Services in accordance with this Agreement; or (iii) terminate this Agreement in accordance with its termination provisions.

6.2 Indemnification by Customer

Customer agrees to defend, indemnify and hold harmless PointClickCare, its officers, directors, employees, agents and affiliates ("**Indemnitees**") from and against any claims, suits, losses,

damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties (including any end user) ("**Claim Against PointClickCare**") resulting from or relating to: (a) any personal injury, tort, medical malpractice, or other acts, errors, or omissions in the accuracy of any medical orders and prescriptions, data, delivery of medical care or medical information or which otherwise arise out of, or are in any way connected with Customer or end-users' data, access to or use of the Services, negligent or wrongful act(s), or violation of applicable laws; and (b) any actions or omissions or violation of applicable laws on the part of Customer in using QuickMAR or in relation to the Services thereto including but not limited to any agreements, understandings and/or arrangements between Customer and Pharmacy (if any) that PointClickCare is not a party to. Customer will indemnify the Indemnitees from and against the resulting direct damage and attorneys' fees, whether or not such Claims Against PointClickCare were foreseeable, provided that PointClickCare must: (a) promptly give Customer written notice of the Claim Against PointClickCare; (b) give Customer sole control of the defense and settlement of the Claim Against PointClickCare (provided that Customer may not settle any Claim Against PointClickCare unless the settlement unconditionally releases PointClickCare of all liability); and (c) provide Customer all reasonable assistance, at Customer's expense.

6.3 Indemnity Exclusions

The indemnification obligations set forth in Section 6.1 do not apply to claims to the extent they arise from: (a) Customer's use of the Services in violation of this Agreement or applicable law; (b) Customer's negligent acts or omissions; (c) Customer's use of the Services after PointClickCare notifies Customer to discontinue such use because of an infringement claim; or (d) modifications to the Services or use of the Services in combination with any software, application, or service not made or provided by PointClickCare.

7. Confidentiality

7.1 Confidentiality Obligation

PointClickCare desires to protect the confidentiality of, maintain its rights in, and prevent the unauthorized use and disclosure of its confidential information and trade secrets. PointClickCare is willing to grant a license to Customer on the condition that Customer performs its obligations to protect PointClickCare's confidential information and trade secrets. Customer will not disclose any Confidential Information to anyone other than Customer's employees who have a need to know such Confidential Information for the purposes set forth in this Agreement.

7.2 Confidential Information

As used in this Agreement, "*Confidential Information*" means any information disclosed by PointClickCare that is not generally known, including, without limitation, trade secrets, know-how, and information pertaining to any technology, technical information, products, services, business plans, marketing activities, and finances of PointClickCare. Confidential Information of

PointClickCare includes, without limitation: (a) information disclosed in documents or other tangible media; (b) information disclosed orally; (c) information that Customer observes during visits to PointClickCare's facilities; (d) information that Customer learns from attending, viewing, hearing, or otherwise experiencing any presentation by PointClickCare; (e) information that Customer may derive from Confidential Information disclosed to Customer; (f) analyses, compilations, studies, or other information or documents prepared by Customer that contain, reflect, or are generated from information disclosed by PointClickCare; (g) information pertaining to any of PointClickCare's suppliers; (h) all information pertaining to QuickMAR; and (i) all information that PointClickCare marks or designates as confidential or proprietary.

7.3 Use of Confidential Information

Customer will keep all Confidential Information in confidence and will not disclose any Confidential Information to anyone without PointClickCare's prior written consent. Customer will not use Confidential Information for any purpose other than as expressly set forth in this Agreement.

7.4 Scope

The provisions of this Section 7 are intended to cover Confidential Information disclosed by PointClickCare both prior and subsequent to the Effective Date of this Agreement.

8. General Provisions

8.1 Remedies

Except as provided elsewhere herein, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that QuickMAR and the technical specifications and documentation contain valuable trade secrets and proprietary information of PointClickCare, that any actual or threatened breach of the provisions of this Agreement relating to QuickMAR or other PointClickCare intellectual property rights will constitute immediate and irreparable harm to PointClickCare for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If Customer continues to use the Services after its right to do so has terminated or expired, PointClickCare will be entitled to immediate injunctive relief. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

8.2 Independent Contractors

The parties are independent contractors with respect to each other, and nothing in this Agreement will be construed to place the parties in the relationship of partners, joint venturers, fiduciaries, or agents. Neither party is granted any right or authority to assume, create, or bind the other party to any obligation.

8.3 Notice

Notice to PointClickCare. Customer is contracting with PointClickCare Technologies Inc., having a business address of 5570 Explorer Drive, Mississauga, ON L4W 0C4.

Notice to Customer. Notice to Customer shall be addressed to the relevant contact designated by Customer on the signature page of this Agreement, on any Quote/Order Form, or as provided via the Services.

Manner of Giving Notices. Except as otherwise set forth herein, all notices under this Agreement will be deemed to have been duly given: (a) when received, if personally delivered; (b) when sent, if by email sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours (with confirmation of transmission and provided that email shall not be sufficient for notices of an indemnifiable claim); and (c) upon receipt, if sent by certified or registered mail or a nationally recognized courier service, with written proof of delivery.

8.4 Amendment

PointClickCare reserves the right to modify the Services or the terms of this Agreement for any reason related to legal, regulatory, technical, or operational necessities, upon no less than sixty (60) days prior written notice to Customer, provided that Customer may terminate this Agreement without liability or obligation in the event Customer does not consent to such modified Services or terms, it being understood that Customer shall remain liable for all unpaid fees prior to the effective date of the amendment. Customer's continued access to, or use of, the Services after such notice period constitutes acceptance of such changes.

8.5 Governing Law

This Agreement will be governed by the laws of the State of Delaware and the federal laws of the United States of America without regard to its conflict of laws provision. To resolve any legal dispute arising from this Agreement, Customer agrees to the exclusive jurisdiction of the State of Delaware.

8.6 Entire Agreement

This Agreement, together with the End User License Agreement (EULA), any applicable Quote/Order Form, and any schedules, exhibits, and addenda attached to or incorporated by reference into this Agreement, constitutes the entire agreement between PointClickCare and Customer with respect to its subject matter and supersedes all prior and contemporaneous writings, proposals, agreements, arrangements, and understandings of the parties relating to such subject matter. In the event of a conflict between the terms of this Agreement and the click-wrap End User License Agreement (EULA), the terms and conditions of this Agreement shall prevail.

8.7 Assignment

Customer shall not assign its rights or obligations under this Agreement, whether voluntarily, involuntarily, by operation of law, or otherwise, without PointClickCare's prior written consent, not

to be unreasonably withheld. Any attempt by Customer to assign its rights or obligations under this Agreement in breach of this Section 8.7 is void and of no effect. PointClickCare may assign this Agreement or any of its rights or obligations hereunder. This Agreement is binding upon and enures to the benefit of the parties and their respective permitted successors and assigns.

8.8 Waiver

The failure of either party to insist, in one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, and the obligation of the other party with respect to such future performance shall continue in full force and effect.

8.9 Severability

If any provision of this Agreement is found by a court to be illegal, invalid, or unenforceable, such provision shall be enforced to the maximum extent permissible to give effect to the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

8.10 Force Majeure

Except for Customer's obligation to pay fees, neither party shall be liable for, and is excused from, any failure to perform or delay in performing its obligations under this Agreement due to causes beyond its reasonable control, including interruptions of power or telecommunications services, failure of suppliers or subcontractors, acts of nature, governmental actions, fire, flood, pandemics, natural disasters, or labor disputes.

8.11 No Construction Against Drafter

Each party to this Agreement hereby acknowledges that it has been advised of its right to engage independent legal counsel of its own selection in connection with the review and execution of this Agreement. As such, no party hereto shall be considered to be the drafter of this Agreement or any paragraph or term hereof and no presumption shall apply to any party as the "drafter". Each party understands the advisability of seeking legal counsel and/or other professional advisors to review the Agreement, and has exercised its own judgment in this regard.

8.12 Headings

The heading of any Section or subsection contained in this Agreement is for convenience only and shall not be deemed a part of this Agreement or a representation as to the contents of the same.