



Software As A Service (SAAS) License Agreement

THIS SAAS LICENSE AGREEMENT, including the Order Form which by this reference is incorporated herein (this “**Agreement**”), is a binding agreement between Ecogeneration International Pte Ltd, a Singapore Corporation (“**ECOG**”) and the person or entity identified on the Order Form as the licensee of the Software (“**Customer**”).

ECOG PROVIDES THE SAAS SERVICES (DEFINED BELOW) SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE “ACCEPT” BUTTON CUSTOMER (A) ACCEPTS THIS AGREEMENT AND AGREE THAT CUSTOMER AND ITS AUTHORIZED USERS ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, ECOG WILL NOT AND DOES NOT LICENSE THE SAAS SERVICES TO CUSTOMER AND YOU MUST NOT ACCESS THE SAAS SERVICES OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR CUSTOMER’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 SAAS SERVICES THAT CUSTOMER DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED USE OF ECOG’S SAAS SERVICES.

1. Definitions.

- a. “**SAAS Services**” means the generally available web-based, on-line, hosted software as a service listed in the Agreement and provided by ECOG for use with by the Customer.
- b. “**Malicious Code**” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.
- c. “**Start Date**” means the date on which the SAAS Services specified in the Order Form are first made available to Customer.
- d. “**Customer Content**” means certain data, content, or materials provided by Customer when using the SAAS Services. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of all Customer Content. Customer shall obtain and maintain any rights, consents, and approvals required to grant ECOG and its vendors the right to access and use any Customer Content for the purposes described herein.

2. SAAS Services.

Subject to and conditioned on Customer’s and its authorized users’ compliance with the terms and conditions of this Agreement, during the Term (as defined below), ECOG shall use commercially reasonable efforts to provide to Customer and its authorized users the SAAS Services in accordance with the documentation and the terms and conditions hereof, 24 hours per day, seven days per week every day of the year, except for: (a) scheduled downtime; (b) service downtime or degradation due to a force majeure event;



(c) any other circumstances beyond ECOG's reasonable control, including Customer's or any authorized user's use of third party materials, misuse of the SAAS Services, or use of the SAAS Services other than in compliance with the express terms of this Agreement and the documentation; and (d) any suspension or termination of Customer's or any authorized users' access to or use of the SAAS Services as permitted by this Agreement. Customer agrees to pay ECOG the subscription fees set forth in the Order Form (the "**Subscription Fees**") for the SAAS Services.

3. Payment Terms.

- a. **Non-refundable** Subscription Fees stated in the order form, shall be paid upon execution of this Agreement. ECOG understands and acknowledges that the Customer is making the advance payment to secure the availability of the SAAS Service. Customer acknowledges and agrees that there are no circumstances or occurrences that will require ECOG to refund to Client all or any portion of the advance payment.
- b. ECOG shall send email to inform or generate alert in customer portal to sign new agreement before expiry of agreement.
- c. ECOG may charge Customer interest on the outstanding balance of any overdue Subscription Fees, charges, or expenses at a rate equal to 1.5% per month or the highest rate permitted by applicable law, whichever is lower. A service charge will be assessed with respect to any returned or dishonoured checks of Customer. Customer will reimburse ECOG for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by Customer. All payment obligations will survive termination of this Agreement. If balances remain unpaid for fifteen (15) days, Customer acknowledges and agrees that ECOG may cease providing SAAS Services under this Agreement.

4. Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

- a. ECOG may terminate this Agreement, if Customer: (i) fails to pay the renewal agreement amount after the last agreement lapse or (ii) breaches any of its obligations under Section 5 or Section 7;
- b. Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; and
- c. Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.



5. Grant of License.

a. Grant. Subject to the terms and conditions of the Order Form and this Agreement, ECOG hereby grants to Customer, and Customer's authorized users who have been registered with ECOG, a non-exclusive and non-transferable license, during the Term, to access and use the SAAS Services via the Internet. Customer agrees that its purchase of subscription(s) for the SAAS Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by ECOG with respect to future functionality or features. Upon expiration or termination of this Agreement or upon expiration of the Term, the rights and licenses granted hereunder will automatically terminate, and Customer may not continue to use the SAAS Services.

b. Restrictions. The license granted in Section 5(a) above is conditioned upon Customer's compliance with the terms and conditions of this Agreement. Customer may use the SAAS Services solely for its own internal business purposes, in compliance with applicable law, and shall not: (i) permit any third party to access the SAAS Services except as permitted herein, (ii) create derivative works based on the SAAS Services; (iii) modify, reverse engineer, translate, disassemble, or decompile the SAAS Services, or cause or permit others to do so; (iv) access the SAAS Services in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions, or graphics of the SAAS Services; and (v) remove any title, trademark, copyright, and/or restricted rights notices or labels from the SAAS Services. Violation of any provision of this Section shall be the basis for immediate termination of this Agreement by ECOG.

c. Reserved Rights. ECOG hereby reserves all rights in and to the SAAS Services not expressly granted in this Agreement. Nothing in the Order Form or this Agreement shall limit in any way ECOG's right to develop, use, license, create derivative works of, or otherwise exploit the SAAS Service or to permit third parties to do so.

6. Use of SAAS Services.

a. ECOG Responsibilities. ECOG shall endeavor to respond to Customer's support inquiries within a reasonable time, provided that Customer supplies ECOG with any information and/or materials reasonably requested, including without limitation any information needed to replicate, diagnose, and correct any error or other problem reported by Customer relating to the access or use of the SAAS Services. Information that ECOG may request to aid in the diagnosis and resolution efforts may include: (i) the name and contact information of the reporting person; (ii) symptoms of the suspected failure; (iii) any testing performed by Customer with respect to the suspected failure; and (iv) whether use of the SAAS Services may be temporarily suspended by ECOG for testing purposes. ECOG shall respond only to support inquiries originated by Customer, and Customer shall be responsible for responding to the support inquiries of its authorized users.

b. Customer Responsibilities. Customer shall be responsible for its and its authorized users' compliance with this Agreement and shall be responsible for the Customer Content. Customer shall not (i) use the SAAS Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (ii) use the SAAS Services to store or transmit Malicious Code, (iii) interfere with or disrupt the integrity or performance of the SAAS Services or third-



party data contained therein or any systems or networks or violate the regulations, policies, or procedures of such networks used with the SAAS Services, (iv) attempt to gain unauthorized access to the SAAS Service or its related systems or networks, the ECOG data or the data of any other ECOG customers, or (v) harass or knowingly or intentionally interfere with another ECOG customer's use and enjoyment of the SAAS Services. Any conduct by Customer that in ECOG's sole discretion restricts or inhibits any other ECOG customer from using or enjoying the SAAS Services is expressly prohibited. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the SAAS Services, and notify ECOG promptly of any such unauthorized access or use. Customer shall be responsible for obtaining and maintaining all telephone, internet services, computer hardware, and other equipment needed for access to and use of the SAAS Services and all charges related thereto.

c. Username and Passwords. Customer is solely responsible for maintaining the confidentiality of each username and password used with Customer. Customer is solely responsible for any and all activities that occur under all Customer's accounts. Customer agrees to notify ECOG immediately of any unauthorized use of Customer's accounts or any other breach of security. ECOG will not be liable for any loss that Customer may incur as a result of someone else using Customer's passwords or accounts, either with or without the Customer's knowledge.

d. Reserved Rights. ECOG reserves the right in its sole discretion to decline to license access and use of the SAAS Services to Customer. ECOG further reserves the right in its sole discretion to terminate Customer's license to access and use the SAAS Services, at any time, for reasons including, but not limited to, a breach or other violation of the terms and conditions set forth in this Agreement; abuse of the SAAS Services or ECOG's underlying systems; illegal or misrepresentative use of the SAAS Services or underlying systems; and acts or circumstances detrimental to ECOG, its other customers, associates, business partners, suppliers, or others, whether or not such circumstances are directly under the control of Customer. ECOG shall promptly communicate to Customer its decision to terminate Customer's license to access and use the SAAS Services pursuant to this Section as well as, if it so chooses, the relevant reason(s) for such termination. Customer agrees to provide any assistance reasonably requested by ECOG in connection with such termination. Termination under this Section 6(d) shall be without any liability to Customer whose access and use license is terminated.

7. Intellectual Property Rights.

a. General. All right, title, and interest in and to the SAAS Services, ECOG's Confidential Information, including, without limitation, all modifications, enhancements, and intellectual property rights thereto, shall belong solely to ECOG and/or its applicable licensors.

b. Ownership of Customer Content. Customer exclusively owns all right, title, and interest in and to the Customer Content and Customer Confidential Information. In the event of termination or expiration of the Agreement, and if legally permissible and requested by Customer within thirty (30) days of such termination or expiration, ECOG agrees to: (i) return to Customer the Customer Content; or (ii) destroy or permanently erase the Customer Content. After such 30-day period, ECOG will have no other further obligation



to maintain or provide access to Customer Content, and may destroy the Customer Content and permanently erase the Customer Content without any liability to Customer.

c. Suggestions. ECOG shall exclusively own all right, title, and interest in and to any suggestions, ideas, enhancement requests, recommendations, or other feedback provided by Customer relating to the SAAS Services.

d. Survival. The terms of this Section 7 shall survive termination or expiration of this Agreement.

8. Confidential Information.

a. Each party (the “**Disclosing Party**” for purposes of this Section 8) may disclose to the other party (the “**Receiving Party**” for purposes of this Section 3) certain non-public information relating to such party’s business, including, without limitation, technical, marketing, financial, personnel, planning, and other information that is marked confidential, or which the Receiving Party should reasonably know to be confidential given the nature of the information and the circumstance of disclosure (“**Confidential Information**”). The Receiving Party agrees that it will not disclose Disclosing Party’s Confidential Information except (i) to the employees, contractors, advisors, or agents of the Receiving Party to the extent that they need to know that Confidential Information for the purpose of performing such party’s obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 8; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Receiving Party will promptly notify the Disclosing Party of such obligation, unless otherwise prohibited by such law or legal obligation.

b. With respect to the SAAS Services subscribed to by Customer, the definition of Confidential Information set forth in the Agreement shall include the Customer Content and the SAAS Services (including all underlying software and systems of ECOG used with the SAAS Services), subject to the exceptions set forth in the Agreement.

c. The terms of this Section 8 shall survive the termination or expiration of this Agreement.

9. Warranties. ECOG warrants during the Term that the SAAS Services will be free of material defects and will function in substantial conformance to its documentation provided to Customer by ECOG, which provision may be through ECOG’s website, and which documentation sets out a description of the SAAS Services and the instructions for use of the SAAS Services. ECOG DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE FUNCTIONS PERFORMED BY THE SAAS SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, THAT THE OPERATION OF THE SAAS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SAAS SERVICES WILL BE CORRECTED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND ECOG DISCLAIMS ANY AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, ORAL, OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT ECOG KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE). TO THE EXTENT



PERMITTED BY APPLICABLE LAW, ECOG FURTHER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT. THE SAAS SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ECOG OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ECOG'S OBLIGATIONS HEREUNDER. No action for breach of the limited warranty set forth in this Section 9 may be commenced more than one (1) year following the expiration of the Term.

10. Limitation of Liability.

a. General. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, ECOG'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT, OR AT LAW WITH RESPECT TO ANY SERVICES PROVIDED BY ECOG (WHETHER NEGLIGENT OR OTHERWISE), WILL BE LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CUSTOMER TO ECOG UNDER THIS AGREEMENT IN THE PRECEDING TWELVE (12) MONTH PERIOD. IN NO EVENT WILL ECOG BE LIABLE TO CUSTOMER UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, INCLUDING NEGLIGENCE, AND WHETHER OR NOT ECOG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT. CUSTOMER SHALL INDEMNIFY ECOG AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY LOSS, DAMAGE, COST, OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH (1) ANY ACTIONS OR OMISSIONS OF CUSTOMER, (2) THE BREACH OF THIS AGREEMENT BY CUSTOMER, (3) NON-COMPLIANCE WITH ANY FEDERAL, STATE, OR LOCAL LAWS OR REGULATIONS, OR (4) ANY INTELLECTUAL PROPERTY OR CONTENT PROVIDED BY CUSTOMER TO ECOG. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

b. Release of Claims. ECOG shall not be liable for loss, injury, or damage of any kind to any person or entity resulting from any use, condition, performance, defect, or failure in the SAAS Services. Customer releases and waives on behalf of Customer and its authorized users all claims, known or unknown, against ECOG, its parent, subsidiaries, affiliated companies, agents, or content providers, and the directors, trustees, officers, shareholders, employees, agents, and representatives of each of the foregoing, from any and all claims, damages, liabilities, costs, and expenses arising out of Customer's use of the SAAS Services.

c. Internet Security. ECOG does not guarantee the security of any information transmitted to or from Customer over the Internet, including through the use of e-mail. Access to the Internet, if employed, is Customer's sole responsibility and the responsibility of Internet provider(s) Customer ECOG does not accept any responsibility for failure of service due to Internet facilities, including related telecommunications or equipment.

d. Survival. This Section 10 shall survive termination or expiration of this Agreement.



11. Application Hosting. ECOG will provide a single-per customer instance subscription for software application hosting of the SAAS Services. (This can include an instance for both training and production). This application hosting service includes the provision for sufficient hardware and software required for both end users and vendors to access the SAAS Services. The enterprise application hosting service also includes solution access within a single customer instance of the SAAS Services.
12. Application Upgrades.
 - a. The SAAS Services include all maintenance and upgrades. ECOG schedules new feature releases for off hours and weekends to minimize any effect on its customers and will announce its release schedule well in advance. ECOG strives to ensure that there is no operational impact and no deterioration of service, support or technical SLA performance during product upgrades. Each of these changes goes through an extensive quality control process before they are released into production.
 - b. Each of ECOG's releases may incorporate major new features or enhancements that increase the core functionality of the SAAS Services. Release announcements are made by either e-mail to system administrators and/or can also appear on the log-in page in advance of the actual release event. These communications cover the reasons for, and impact of, the upgrades to Customer's users.
 - c. Any critical patches are tested in the ECOG QA instance and then released to ECOG's hosted production instance. No Customer resources are required during a product upgrade.
13. Customer and Vendor Support. ECOG will provide on-going "Level I", "Level II", and "Level III" support (collectively, "**Customer Support**"). Customer Support assumptions for customers and vendors are:
 - a. Customer Support is available via e-mail at support@isoftconnect.com, 24 hours per day as well as through web support forms in the SAAS Services.
 - b. Level I support means telephone, web, and e-mail support to Customer for help with simple problems, such as password reset or general "how-to" questions.
 - c. Level II support means telephone, web, and e-mail support to Customer for help with more complex problems than for Level I support, such as issues dealing with advanced features. Level II support requests may be responded to within two (2) business days and may involve secure access to Customer's instance in ECOG's hosted environment.
 - d. Level III support means issues, questions, and requests involving possible product bugs or failures. Level III support requests can be responded to within two (2) business days and may involve secure access to Customer's instance in ECOG's hosted environment.
 - e. Any additional or dedicated customer support resources may be provided and will be subject to negotiation under a separate statement of work.
14. Access and Monitoring. ECOG and its subcontractors may access Customer's account and Customer Content as necessary to identify or resolve technical problems or respond to complaints about the SAAS Services or as may be required by law. ECOG shall also have the right, but not the obligation, to monitor the SAAS Services to determine Customer's compliance with the Agreement. Without limiting the foregoing and with two (2) days



prior notice, ECOG shall have the right to remove any material submitted to the SAAS Services that ECOG finds to be in violation of the provisions of this Agreement.

15. Export Compliance. Export laws and regulations of the Singapore and any other relevant local export laws and regulations apply to Customer's use of the SAAS Services. Customer agrees that such export control laws govern its use of the SAAS Services, and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, program, and/or materials resulting from Customer's use of the SAAS Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws. Customer shall indemnify ECOG and its suppliers for any violation of export laws and regulations by Customer.
16. Third Party Applications.
 - a. ECOG shall have no obligation to provide Customer Support for any customized software or any third-party ERP applications not part of the SAAS Services. Further, in the event that any SAAS Service is deployed in conjunction with any other software products, including, but not limited to, web servers, browsers, third party databases, and operating systems, ECOG shall have no obligation to provide Customer Support for these other products, or for ensuring the correct interoperation with these products. Further, ECOG shall not be responsible for providing Customer Support: (i) for problems caused by Customer's use of or access to the SAAS Services other than as intended; (ii) for any use in violation of this Agreement; or (iii) for any unauthorized modifications made to the SAAS Services by Customer or any third party. In the event the Customer Support provided are traced to Customer's or a third party's errors, unauthorized use, or system changes, fees and expenses for said Customer Support services may be billed to Customer at ECOG's then current rates and shall be paid promptly by Customer.
 - b. Any third party applications and/or work products that are software shall be subject to the same subscription limitations of this Agreement and any additional limitations.
17. GENERAL.
 - a. ECOG's relationship with Customer under this Agreement shall be that of an independent contractor, and nothing in this Agreement or the arrangements for which it is made shall make ECOG, or anyone furnished or used by ECOG in the provision of the SAAS Services, an employee, joint venture, partner, or servant of Customer. This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party.
 - b. ECOG may terminate this Agreement immediately at any time upon notice to Customer. In such instance, ECOG shall only be responsible to Customer to provide SAAS Services for which Customer has already paid ECOG. Customer is obligated to pay ECOG one hundred percent (100%) of the remaining Subscription Fees until the end of the Term. In no event will Customer be entitled to a refund.
 - c. This Agreement shall be governed by and construed in accordance with the laws of Singapore, exclusive of its rules governing choice of law and conflict of laws. If legal action is commenced by either party to enforce or defend its rights under this Agreement, such action shall be brought only in a court located in Singapore, and the parties agree to submit to the jurisdiction of such courts. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding



and replacing all prior agreements, communications, and understandings (both written and oral) regarding such subject matter.

d. This Agreement may only be amended or modified by a writing specifically referencing this Agreement which has been signed by authorized representatives of the parties. ECOG shall not be in default by reason of any failure in performance of this Agreement or if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of ECOG, including but not limited to, default by subcontractors or suppliers, failure of Customer to provide promptly to ECOG accurate information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, Singapore or foreign governmental acts in either a sovereign or contractual capacity, labor, fire, power outages, road icing or inclement conditions, flood, epidemic, restrictions, strikes, and/or freight embargoes.

e. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision shall be severed or reformed to be enforceable, and the remaining provisions hereof and thereof shall remain in full force. No delay or omission by ECOG in the exercise or enforcement of any of its powers or rights hereunder shall constitute a waiver of such power or right. A waiver by ECOG of any provision of this Agreement must be in writing and signed by such party, and shall not imply subsequent waiver of that or any other provision.

f. Customer agrees that its payment and other obligations under this Agreement are absolute and unconditional and not subject to any abatement, reduction, setoff, defense, counterclaim, or recoupment due or alleged to be due as a result of any past or future claim that Customer may have against ECOG. Customer agrees that it will use its best efforts to cooperate with ECOG, and will execute and deliver any and all documents in addition to those expressly provided for herein that may be necessary or appropriate to afford ECOG the opportunity to adequately provide the SAAS Services.

g. All notices under this Agreement shall be in writing and delivered by posting in Customer SAAS page, certified mail, return receipt requested. Notices delivered personally shall be deemed given upon documented receipt or refusal by recipient to accept receipt. Customer agrees that ECOG may publicly refer to Customer (both in writing and orally) as a client, and may identify Customer as a client, among other places, on its website, in press releases, and in sales materials and presentations.