

Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS THE PURCHASE AND ONGOING USE OF ANY SERVICES AND IS INCORPORATED BY REFERENCE INTO ANY ORDER FORM EXECUTED BY YOU.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT AND ANY DOCUMENTS INCORPORATED BY REFERENCE, INCLUDING WITHOUT LIMITATION ANY APPLICABLE ORDER FORMS. BY ACCEPTING THIS AGREEMENT, YOU FURTHER ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE TERMS OF PARAGRAPH 4.4 (SUSPENSION OF SERVICES AND ACCELERATION.). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are a direct competitor of VR, except with the prior written consent of VR. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. You and VR agree that the breach of any of the terms of this paragraph by You shall entitle VR to seek immediate injunctive relief against You. The preceding sentence shall not in any way limit VR’s rights to seek monetary damages from You for a breach of any of the terms of this paragraph or any other terms in this Agreement.

This Agreement was last updated on July 8, 2009. It is effective between You and VR as of the date You accept this Agreement.

Table of Contents

1. Definitions
2. Services
3. Use of the Services
4. Fees and Payment for Services
5. Proprietary Rights
6. Confidentiality
7. Warranties and Disclaimers
8. Mutual Indemnification
9. Limitations of Liability
10. Term and Termination

- 11. Governing Law and Jurisdiction
- 12. General Provisions

1. DEFINITIONS

“**Account**” means a valid credit card account or bank account.

“**Account Information**” means (i) with respect to a credit card Account, the credit card number, the expiration date, and the card verification value, and (ii) with respect to a bank Account, such information as is required by the bank to authorize VR to make ACH drafts from the Account.

“**Affiliate**” means any entity which directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity.

“**Application**” means any of the applications identified on the Schedule of Applications attached to the relevant Order Form.

“**Claim**” means a claim, demand, suit, or proceeding, in law or in equity.

“**Confidential Information**” means all confidential information disclosed by a party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; VR’s Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

“**Contract Term**” shall mean either the Subscription Term or a Renewal Term.

“**Control**” means being the beneficial owner, as defined by Rule 13d-3 promulgated under the Securities Exchange Act of 1934, of more than 50% of the voting interests of the subject entity.

“**Equipment**” means any of the equipment identified on the Schedule of Equipment attached to the relevant Order Form.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Order Form**” means the Computer Infrastructure Installation/Service Agreement by which the Services are purchased hereunder, including without limitation schedules and addenda thereto, that are entered into between You and VR from time to time. Order Forms shall be deemed incorporated herein by reference.

“**Premises**” shall have the meaning given in the applicable Order Form.

“**Renewal Term**” shall have the meaning given in Section 10.2 (Term of Purchased User Subscriptions).

“**Subscription Term**” shall have the meaning given in Section 10.2 (Term of Purchased User Subscriptions).

“**Services**” means services that You purchase under an Order Form.

“**Term**” shall have the meaning given in Section 10.2 (Term of Purchased User Subscriptions).

“**Users**” means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by VR at Your request). Users may include without limitation Your employees, consultants, contractors and agents; or third parties with which You transact business.

“**VR**” means Virtual Resources, LLC, a Delaware limited liability company.

“**You**” or “**Your**” means (i) the person accepting the terms of this Agreement, if that person is accepting on their own behalf, or (ii) the corporation or other legal entity for which the person accepting the terms of this Agreement is acting as agent, if that person is not accepting on their own behalf.

“**Your Data**” means all electronic data or information submitted to VR by You in connection with the use of the Services.

2. SERVICES

2.1. Provision of Services. VR shall make the Services available to You pursuant to the terms of this Agreement and the relevant Order Forms during the Term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by VR regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during a Contract Term, subject to the terms and conditions of the Order Form and this Agreement, at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of that Contract Term, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1. Your Responsibilities. You shall (i) be responsible for Users’ compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify VR promptly of any such unauthorized access or use, (iv) use the Services only in accordance with applicable laws and government regulations, and (v) safeguard and insure the

Equipment against damage or loss. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the 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, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Services or their related systems or networks, or (g) unless authorized by VR, permit anyone to alter, attached to, remove, or tamper with any Equipment.

3.2. Usage Limitations. The Services may be subject to other limitations, including, without limitation, limits on disk storage space or bandwidth usage.

4. FEES AND PAYMENT FOR SERVICES

4.1. User Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars (ii) fees are based on services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of User subscriptions purchased can be decreased up to six times during a Contract Term; provided, however, that the number of User subscriptions may not be reduced below 50% of the User subscriptions documented in the original Order Form. Subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the Contract Term.

4.2. Invoicing and Payment. You will provide VR with valid Account Information and are responsible for updating this information as appropriate to ensure it remains valid. By providing VR such Account Information, You authorize VR to charge such Account for all Services listed in the Order Form for Subscription Term and any Renewal Term(s) as set forth in Section 10.2 (Term of Purchased User Subscriptions) and in the Order Form. Such charges shall be made in advance, either monthly or in accordance with any different billing frequency stated in the applicable Order Form. You are responsible for (i) any fees charged by Your credit card company or bank for any reason, including without limitation overdraft protection and exceeding Your credit card limit, and (ii) all of VR's reasonable attorney fees and other costs incurred by VR to collect any fees or charges due VR under this Agreement following Your breach of any of the provisions of this Section 4.2 (Invoicing and Payment).

4.3. Overdue Charges. If any charges are not processed successfully by the due date for any reason other than VR's negligence, then VR may, at the discretion of VR and without limiting VR's rights under Section 4.4 (Suspension of Service and Acceleration): (a) charge interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and (b) condition future subscription renewals and Order Forms on payment terms shorter than those specified in the current Order Form.

4.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Services from VR is not paid when due or if there is any breach by You of any of the covenants or agreements contained herein, VR may, at VR's option and without limiting VR's other rights and remedies herein: (i) accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, (ii) suspend any Services to You until such amounts are paid in full, (iii) render any Equipment inoperative, and (iv) remove any Equipment from Your Premises. The suspension of Services or removal or rendering inoperative of any Equipment shall not in any way be construed as a waiver by VR of any other rights contained herein, including without limitation the rights in Section 4.3 (Overdue Charges).

4.5. Taxes. Unless otherwise stated, VR's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including without limitation value-added, sales, or use taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with the Services hereunder. If VR has the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to, and paid by, You unless You provide VR with a valid tax exemption certificate authorized by the appropriate taxing authority. For the avoidance of doubt, VR is solely responsible for taxes assessable against it based on VR's income and property.

4.6. Damage to Equipment. You are responsible for loss of, damage to, or any modifications made to, any of the Equipment without the consent of VR. In the event that the Equipment is lost, stolen, damaged, or anyone has altered, attached anything to, removed, or tampered with the Equipment without the consent of VR, You agree to pay VR the full retail value of the Equipment that is lost, stolen, damaged, or altered in any way without VR's consent upon receipt of an invoice. The foregoing sentence shall not be construed as in any way limiting VR's other rights and remedies contained herein.

5. PROPRIETARY RIGHTS

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, VR reserves all rights, title and interest in and to the Services, including without limitation all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) reverse engineer the Services, or (iii) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3. Allocation of Intellectual Property Rights. As between VR and You, You exclusively own all rights, title and interest in and to all of Your Data. VR shall own all rights, title and interest in and to any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users, relating to the operation of the Services. If for any reason a court of competent jurisdiction determines that VR is not entitled to the ownership rights described in the preceding sentence, VR shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests,

recommendations or other feedback provided by You or Your Users, relating to the operation of the Services.

6. CONFIDENTIALITY

6.1. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement.

6.2. Protection of Your Data. Without limiting the above, VR shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. VR shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters. For the avoidance of doubt, this paragraph shall not in any way be construed as creating any liability for VR in the event that there is a loss of Your Data and damages result.

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. WARRANTIES AND DISCLAIMERS

7.1. Your Warranties. You represent and warrant that, (i) to the extent that You provide any Application to VR for use as part of the Services, You have sufficient ownership rights in such Application to use it in the manner in which it is used, including without limitation any applicable licenses, and (ii) You have all the appropriate and necessary licenses that You indicate You will supply in the Schedule of Applications.

7.2. Mutual Warranties. Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

7.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, VR MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND VR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. VR DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. VR IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO, OR FROM, YOU OR STORED BY YOU OR AN END USER VIA THE SERVICE PROVIDED BY US. VR SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING SERVICES PROVIDED BY THIRD PARTIES, REGARDLESS OF WHETHER THOSE SERVICES APPEAR TO BE PROVIDED BY VR. NO WARRANTIES MADE BY THESE THIRD PARTY ENTITIES TO VR SHALL BE PASSED THROUGH TO YOU, NOR SHALL YOU CLAIM TO BE A THIRD PARTY BENEFICIARY OF SUCH WARRANTIES.

8. MUTUAL INDEMNIFICATION

8.1. Indemnification by VR. VR shall defend You against any Claim made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney's fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give VR written notice of the Claim; (b) give VR sole control of the defense and settlement of the Claim (provided that VR may not settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to VR all reasonable assistance, at the expense of VR.

8.2. Indemnification by You. You shall defend VR against any Claim made or brought against VR by a third party alleging that Your Data, or Your use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify VR for any damages finally awarded against, and for reasonable attorney's fees incurred by, VR in connection with any such Claim; provided, that VR (a) promptly give You written notice of the Claim; (b) gives You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release VR of all liability); and (c) provides to You all reasonable assistance, at the expense of VR.

8.3. Exclusive Remedy. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. IN NO EVENT SHALL VR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL VR HAVE ANY LIABILITY TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOST DATA OR COMPUTER HARDWARE OR SOFTWARE DAMAGE, FAILURE OR MALFUNCTION. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement or any Order Form have expired or been terminated. Billing will commence on the first date applications are available for use.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein (the “Subscription Term”). **Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional periods of one year, unless either party gives the other notice of non-renewal at least 60 days before the end of the current subscription term (each renewed term, a “Renewal Term,” and collectively with the Subscription Term, the “Term”).** The per-unit pricing during any such Renewal Term shall be the same as that during the Contract Term unless VR has given You written notice of a pricing increase at least 30 days before the end of such prior Contract Term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed the greater of (i) 7% or (ii) the prevailing inflation rate measured by the Consumer Price Index, over the pricing for the relevant Services in the immediately prior Contract Term. The preceding sentence shall not apply if the pricing in such prior Contract Term was designated in the relevant Order Form as promotional or one-time.

10.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such 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.

10.4. Refund or Payment upon Termination. Upon any termination for cause by You, VR shall refund You any prepaid fees covering the remainder of the Contract Term of all subscriptions after the effective date of termination. Upon any termination for cause by VR, You shall pay any unpaid fees covering the remainder of the Contract Term. In no event shall any termination relieve You of the obligation to pay any fees payable to VR for the period prior to the effective date of termination.

10.5. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of the Term, VR will make available to You a data backup

in appropriate digital media format. After such 30-day period, VR shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in VR's systems or otherwise in VR's possession or under VR's control.

10.6. Right of Entry to Premises. Upon breach by You of any of the covenants or agreements contained herein or upon termination of the Agreement for any reason, You hereby grant VR the right to enter Your Premises to remove any Equipment or render any Equipment inoperative that VR is entitled to remove or render inoperative under this Agreement.

10.7. Surviving Provisions. Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability), 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 10.6 (Right of Entry to Premises), 11 (Notices, Governing Law and Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of this Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

11.1. General. This Agreement shall be interpreted, construed, and enforced according to the law of the State of Delaware, without regard to conflict of laws, including the Uniform Commercial Code as adopted in the State of Delaware. Any action arising out of, or related to, this Agreement, the breach or threatened breach of the Agreement, or to enforce its terms shall be exclusively brought in the state or federal courts located in the State of Delaware.

11.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or a Claim for indemnification under Section 8 (Mutual Indemnification)). Notices to You shall be addressed to the address listed on the relevant Order Form, unless You have provided notice of updated address information in a manner consistent with this paragraph.

11.3. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. GENERAL PROVISIONS

12.1. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6. Assignment. You may not assign, convey, transfer, or sublicense any of Your rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of VR. VR's sole remedy for any purported assignment by You in breach of this paragraph shall be, at VR's election, termination of this Agreement upon written notice to You. Nothing in this paragraph shall be construed as limiting the rights of VR to assign this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.7. Entire Agreement. This Agreement, including without limitation all exhibits and addenda hereto and all Order Forms, which are incorporated into this Agreement by reference, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.