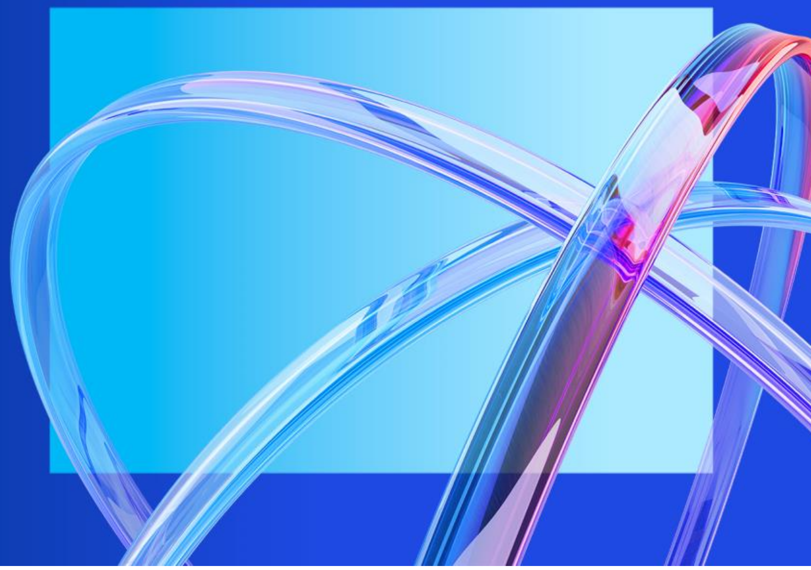
License Agreement

Updated October 29, 2025



This License Agreement (this “Agreement”) is between the entity set forth on the Order that attaches this License Agreement (“Client”), and KPMG LLP, a Delaware registered limited liability partnership (“KPMG”) and governs Client’s use of the Application licensed through the Workday Marketplace.

By expressly agreeing to this Agreement, or by using the Application, Client agrees to be bound by and comply with this Agreement. Each Order entered into under this Agreement shall be deemed to be incorporated into and form an integral part of this Agreement.

1. Definitions

1.1 “Application” means the application identified in the Order.

1.2 “Authorized User” means personnel of Client who are provisioned access to the Application in connection with Client’s permitted use.

1.3 “Client Content” means any data, documents, information, materials or other content supplied to the Application or to which KPMG is provided access in connection with this Agreement. Client Content constitutes Client Materials.

1.4 “Client Materials” means any and all materials, facilities, network, hardware, systems, software, data and other equipment and information, that in each case is owned by or licensed or leased to Client, including any third-party materials, to which KPMG is provided access in connection with the Services.

1.5 “Condition” means any acts of God, wars, revolution, civil commotion, pandemic, epidemic, terrorism, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control of the non-performing party.

1.6 “Confidential Information” means all documents, reports, data, records, forms and other materials that due to their character and nature, a reasonable person under like circumstances would treat as confidential received by one party (the “Receiving Party”) relating to the provision or receipt of Services or otherwise in connection with the Agreement from, or on behalf of, the other party (the “Disclosing Party”), except to the extent such confidential information: (1) is already known to the Receiving Party at the time of disclosure by the Disclosing Party without an obligation of confidentiality; (2) is or becomes publicly known through no wrongful act of the Receiving Party; (3) is independently developed by the Receiving Party without benefit of the Disclosing Party’s Confidential Information; (4) is information provided by KPMG, as the Disclosing Party, to Client with respect to the tax treatment or tax structure of a transaction or (5) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.

1.7 “Documentation” means the user guides and manuals that KPMG makes generally available for the Application.

1.8 “Fees” means the fees applicable to the Services specified in the Order, including all applicable License Fees, Setup Fees and Support Fees.

1.9 “KPMG Resources” means KPMG, Member Firms and third-party service and technology providers engaged by KPMG or a Member Firm, which may be located in or outside of the United States.

1.10 “Legal Demand” means a validly issued legal or regulatory demand or request, subpoena or other legal process.

1.11 “License Fees” means the fees in an Order applicable to licensing the Application.

1.12 “Member Firms” means the members of the international KPMG network of independent firms and entities controlled by, under common control with, or sublicensees of, one or more KPMG network member firms.

1.13 “Output” means reports and other information produced by the Application based on Client information that Client downloads or exports from the Application.

1.14 “Order” means an ordering document used to transact this Agreement via the Workday Marketplace.

1.15 “Services” means KPMG’s provision of the Applications to Client together with associated Support Services and Setup Services.

1.16 “Services Term” means the period during which the Application may be used by Client and during which KPMG will provide Support Services pursuant to the Order, including any renewals.

1.17 “Setup Fees” means fees in an Order applicable to the Setup Services.

1.18 “Setup Services” means implementation, configuration, or other services relating to an Application described in an Order.

1.19 “Support Fees” means fees in an Order applicable to Support Services.

1.20 “Support Services” means user support services for an Application as may be more fully described in an Order.

1.21 Other capitalized terms have the meaning stated in this Agreement.

2. Provision and Use of the Application

2.1 Subject to the terms of this Agreement, including the payment of all applicable Fees, KPMG grants to Client a non-exclusive, royalty-free, non-transferable, non-assignable, revocable, limited license to: (i) install copies of the Application in Client’s licensed Workday environment and to access and use the Application solely for Client’s own internal business purposes, and (ii) use the documentation for the Application provided by KPMG to Client in connection with the foregoing.

2.2 Client and its Authorized Users shall not, and shall not permit a third party to:

(a) assign, license, sublicense, transfer, sell, rent, lease, export, use the Application as part of a software-as-a-service or service bureau basis or otherwise commercialize or exploit the Application;

(b) remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Application or the Documentation;

(c) disassemble, decompile, reverse engineer, modify, change, enhance, duplicate, reproduce, redistribute or create derivative works of, the Application or the Documentation;

(d) install or use a copy of the Application in an environment or on a device that Client does not own or control;

(e) provide access to or use of the Application, any component of the Application or any of the intellectual property incorporated in the Application, by any person or third party other than an Authorized User;

(f) use the Services to develop competing products or services;

(g) use the Application in a manner inconsistent with the Documentation;

(h) use the Application in violation of law or any or any written restrictions or attempt to disable or evade content filters;

(i) use the Services to provide services to, or for the benefit of, other parties; or

(j) otherwise use the Application for any purpose not expressly permitted by this Agreement.

2.3 The Application is not designed or intended for use in any situation where failure or fault of any kind of the Application may lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Client is not licensed to use the Application in, or in conjunction with, High Risk Use.

2.4 Client acknowledges and agrees that: (a) the Application is the exclusive property of KPMG and its licensors and, as between the parties, KPMG's Confidential Information, and (b) except for the limited license granted herein to Client, Client acquires no right or interest of any kind in or to the Application.

2.5 Authorized Users may access and use the Services on Client's behalf. Client is responsible for all use of the Application by Authorized Users and their compliance with the terms of this Agreement.

2.6 The Application and Output is made available for Client's sole benefit and internal business use, and KPMG does not authorize any party other than Client to rely upon the Output or make any claims against KPMG relating to Output. If Client makes Output bearing the "KPMG" name or logo available to a third party, Client agrees to provide such Output in its entirety.

2.7 As between Client and KPMG, Client owns all Client Content. Client acknowledges and agrees that it is exclusively responsible for all Client Content. Client will ensure that all such Client Content complies with all applicable laws, regulations and authority; that the Client Content is not defamatory or indecent; and that the Client Content will not infringe the intellectual property or data privacy rights of any third party. Client grants KPMG a worldwide, royalty-free, paid-up, transferable, sublicensable, irrevocable and non-exclusive license to reproduce, create derivative works of, distribute, publicly perform, publicly display and otherwise use such Client Content in order to provide the Services.

2.8 The Application should not be used as a primary document retention system, nor should the Application be regarded as a system of record. Client is responsible for ensuring that Authorized Users retain copies of all data collected by the Application. KPMG has no responsibility for recovering or providing to Client any data or documents collected by the Application. Output that Client wishes to retain for its records should be downloaded or exported from the Application.

2.9 Client shall maintain records relating to its use of the Application. Upon KPMG's written request, no more than once annually, Client shall furnish KPMG with a signed statement certifying that the Application is being used in accordance with the terms of this Agreement. If KPMG reasonably believes Client has violated this Agreement, KPMG may review Client's compliance with this Agreement and Client's records to verify compliance, provided such review occurs no more than once annually, is during regular business hours, and KPMG provides reasonable prior notice.

2.10 In the event Client wishes to engage KPMG to provide other professional services, such engagement shall be subject to a separate written agreement between Client and KPMG.

3. Updates

3.1. Periodically, in its sole discretion, KPMG may release updates to the Application which will be made available to Client via Client's Workday environment. KPMG will use commercially reasonable efforts to inform Client of important changes in functionality that may affect Client's use of the Application. Client will have responsibility for configuration activities to uptake any new Application features introduced as part of the updated release, provided Client may engage KPMG to assist with such activities via additional Setup Services as agreed in a separate Order.

4. Support Services

4.1. KPMG will provide the Support Services set forth in an Order during the Services Term.

4.2. Client shall report production defects to KPMG at the email address set forth in the Order Form or as otherwise notified to Client in writing.

4.3. Client is solely responsible for licensing Client's Workday environment and related support separately. As with any software product, technical factors such as security controls, hardware performance, and operating system preferences may affect the Application speed and accessibility. Therefore, KPMG does not make any representation or warranty regarding the availability or accessibility of the Application. Minimum system requirements required to use the Application may be as set forth in the Documentation.

5. Setup Services

5.1. KPMG will provide the Setup Services set forth in an Order.

5.2. Client shall review the final configured Application within ten (10) business days (or such other time period set forth in the SOW) after delivery (the "Acceptance Period"). Prior to the conclusion of the Acceptance Period, Client shall accept the final configured Application that materially conforms to the specifications therefor set forth in the Order or agreed to in writing between the parties (the "Specifications"). If Client determines that the final configured Application does not materially conform to the applicable Specifications during the Acceptance Period, then Client shall provide KPMG with a written notice of rejection specifying the material non-conformities between the final configured Application and the applicable Specifications ("Defects"). KPMG shall, at no additional cost to Client, correct the Defects after which Client shall be entitled to repeat the acceptance process set forth herein. The Application will be deemed accepted if the Client fails to accept or reject the Application before the end of the Acceptance Period or uses the Application in a production environment. To the extent any accepted Application differs from the applicable Specifications, then such Specifications are hereby deemed modified to conform to the accepted Application.

6. Client Responsibilities

6.1. Client shall reasonably cooperate with KPMG in the performance of the Services and provide KPMG with, or procure for it, the personnel, facilities, systems, software, equipment and information reasonably necessary for KPMG to perform the Services, as well as fulfill any obligations set forth in an Order. If Client does not provide KPMG with the foregoing, Client acknowledges that KPMG's ability to provide the Services may be adversely affected. Client represents that it has all rights, licenses, consents and permissions necessary for KPMG to receive and use the Client Materials to perform the Services.

7. Fees

7.1. Unless otherwise agreed in an Order, all Fees will be billed in advance of Services, at the beginning of the applicable Services Term. Unless otherwise agreed in an Order, Client shall pay all Fees when due within thirty (30) days of receipt of KPMG's invoice. If Client does not pay any properly submitted invoice amount within thirty (30) days after receipt, then KPMG may suspend or terminate the Services, including the license granted under this Agreement. Notwithstanding the preceding sentence, any invoiced amounts not paid by their applicable due date shall accrue a late fee of the lesser of (i) 1.5% per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law.

7.2. Fees do not include any sales, use, excise, value added, income or other taxes, tariffs or duties applicable to Client's receipt of the Services, payment of which shall be Client's sole responsibility, with the exception of applicable taxes based on KPMG's net income or applicable employment taxes.

7.3. Unless otherwise set forth in this Agreement or agreed in an Order, all Fees are non-refundable.

7.4. Upon at least sixty (60) days prior written notice, KPMG may update the Fees applicable to this Agreement effective upon its next renewal.

8. Term and Termination

8.1. This Agreement shall remain in effect until expiration or termination of the Services Term, unless earlier terminated in accordance with this Section 5.

8.2. Each Services Term shall renew for successive one (1) year periods unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current Services Term.

8.3. Either party may terminate this Agreement or an Order upon thirty (30) days' prior written notice to the other party due to the other party's material, uncured breach of the terms of this Agreement or an Order.

8.4. Either party may terminate this Agreement or an Order upon notice to the other party if laws, rules, regulations or professional standards applicable to a party preclude it from continuing to grant or receive the Services under thereunder.

8.5. This Agreement will terminate if Client's access to Workday expires or terminates.

8.6. Upon termination, Client shall (i) cease using and shall cause Authorized Users to cease using the Application, (ii) delete and/or destroy all copies of the Documentation, (iii) certify in writing to KPMG that all copies of the Documentation have been deleted or destroyed, and (iv) pay all Fees due. KPMG will notify Workday to terminate Client's access to the Application. Any provisions of this Agreement that by their nature are intended to survive termination or expiration will survive and continue to bind the parties.

8.7. KPMG may terminate Client's, or an Authorized User's, authorization to use the Application for any reason upon thirty (30) days advance written notice; provided that in the event that KPMG determines that Client, or an Authorized User, has breached this Agreement, or engaged in illegal, inappropriate or improper use of the Application, or if KPMG's license to any third party software contained in the Application terminates, KPMG may immediately terminate Client's or such Authorized User's right to use the Application.

9. Disclaimer of Warranties

9.1. KPMG IS PROVIDING THE SERVICES ON AN “AS IS”, “AS AVAILABLE” BASIS. KPMG EXPRESSLY DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND OUTPUT, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT. CLIENT IS SOLELY RESPONSIBLE FOR SECURING THE ENVIRONMENTS IN WHICH THE APPLICATION IS INSTALLED OR USED.

10. Confidentiality

10.1. The Receiving Party shall not disclose the Disclosing Party’s Confidential Information to any other person without the Disclosing Party’s prior written permission, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent that it is (i) required, necessary or permissible to be disclosed pursuant to law, rule or regulation (e.g., whistleblower laws) or, subject to appropriate conditions of confidentiality, to fulfill professional obligations and standards (including conflict review) or to submit and process insurance claims, (ii) to KPMG Resources performing the applicable Services or (iii) in the case of KPMG, to the KPMG Resources providing internal, administrative, clerical, analytical and/or regulatory compliance operations and functions and information technology support. The Receiving Party shall protect the Disclosing Party’s Confidential Information as it protects its own confidential information but in no event shall use less than reasonable care.

10.2. If the Receiving Party receives a Legal Demand requiring it to disclose the Disclosing Party’s Confidential Information, the Receiving Party shall, unless prohibited by law or such Legal Demand, provide prompt written notice to the Disclosing Party of such Legal Demand in order to permit it to seek a protective order. The Receiving Party shall be entitled to comply with such Legal Demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter.

10.3. In a proceeding or investigation to which KPMG is not a named party or respondent, if Client requests or KPMG is required or authorized to produce documents or personnel as witnesses or for interviews, or otherwise to make information or materials relating to the Services available to Client or a third party, Client shall reimburse KPMG for its time, at its standard hourly rates, and expenses, including reasonable attorneys’ fees, incurred in responding to such request or requirement.

10.4. KPMG use of any personal data that KPMG receives or collects in connection with this Agreement will be in accordance with KPMG’s privacy statement, available at https://home.kpmg/us/en/home/misc/privacy.html.

11. Use of KPMG Resources

11.1. KPMG may engage KPMG Resources to assist in the performance of the Services, for example via subcontracting or contingent workforce personnel. KPMG remains responsible to Client for the performance of such Services, and adherence to obligations of confidentiality, by any KPMG Resources to the same extent KPMG is obligated under the terms of this Agreement. Client agrees it shall not bring any claim relating to the Agreement against any KPMG Resource, other than KPMG.

11.2. KPMG may, with the assistance of KPMG Resources, use information obtained during engagements (i) to analyze trends, perform comparative analysis and develop and improve benchmarks; (ii) to develop and improve technology and services and (iii) to improve other services to Client and to provide insights to Client about its business. Such information will not be disclosed to third parties other than KPMG Resources assisting KPMG with these uses unless such information is in an aggregated or anonymized format that does not identify Client. KPMG Parties may use information about Client Parties to provide services, technology and analytics to Client Parties. Information about Client's use of shared technology platforms may be used by KPMG Parties to improve services and technology and to allow clients to evaluate business transactions or opportunities.

12. Liability and Indemnification

12.1. The total liability of KPMG to Client on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to this Agreement during any 12-month period shall be limited to the amount of Fees paid or owing to KPMG for the Services during such 12-month period. Except for Client's violation of KPMG's intellectual property rights, in no event shall either party be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The preceding limitations do not apply to Liabilities arising from the parties' respective indemnification obligations or to the extent resulting from the gross negligence or willful misconduct of the parties. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS ASSERTED, WHETHER IN CONTRACT, STATUTE, RULE, REGULATION OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE.

12.2. KPMG shall indemnify, hold harmless, and defend Client from and against any claims, liabilities, expenses (including reasonable attorneys' fees), fines, penalties, taxes and damages (collectively "Liabilities") asserted by a third party against Client to the extent such Liabilities result from infringement by the Application of such third party's patent rights or trademark in the United States, trade secret, or copyright, subject to any limits or requirements imposed by KPMG's licensors. KPMG has no obligation under this Paragraph for any infringement to the extent arising out of use of the Application other than as permitted by this Agreement. If the Application or any part thereof is held, or in KPMG's reasonable judgment is likely to be held, to constitute infringement, in addition to KPMG's obligations set forth in this Paragraph, KPMG may at its option either: (1) secure for Client, at KPMG's expense, the right to continue to use such infringing item; or (2) replace, at KPMG's expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing. If KPMG believes it is unable to perform any of these options, KPMG may terminate this Agreement and refund Client a pro rata refund of the Fees paid to KPMG hereunder, corresponding to the number of months remaining in the then-current Services Term.

12.3. Client shall indemnify, hold harmless and defend KPMG from and against any Liabilities incurred or suffered by or asserted against KPMG in connection with a third-party claim arising from (i) Client's or its Authorized Users' unauthorized use of the Application; (ii) Output; or (iii) Client Materials. Client has no obligation under this Paragraph for Liabilities to the extent arising out of claims that would be the subject KPMG's indemnification obligations if brought against Client.

12.4. A party seeking indemnification shall promptly notify the other of any claim for which it seeks indemnification. The indemnifying party shall conduct the defense or settlement of any such claim at its sole expense, and the indemnified party shall cooperate with the indemnifying Party. The party not conducting the defense shall have the right to participate in such defense or settlement at its own expense. The indemnified party shall have the right to approve the settlement of any claim that imposes any liability or obligation other than the payment of money damages for which the indemnifying party has accepted responsibility.

13. Alternative Dispute Resolution

13.1. Any dispute or claim between the parties shall be submitted first to non-binding mediation. Mediation shall take place at a location to be designated by the parties using the Mediation Procedures of the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution (the "IICPR"), with the exception of paragraph 2 (Selecting the Mediator).

13.2. If mediation is not successful within ninety (90) days after the initial request for mediation, then such dispute shall be submitted to binding arbitration in accordance with the IICPR. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, validity or enforceability of these dispute resolution procedures shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.

13.3. Arbitration shall take place in New York, New York and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. Party-selected arbitrators shall be selected from the lists of neutrals maintained by either the IICPR or by JAMS, Inc., but the chair of the arbitration panel does not have to be selected from those specific lists. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in IICPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with Section 9.1 above shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

13.4. Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm, enforce or vacate any final award entered in arbitration, in any court of competent jurisdiction, provided that such party will file such motion under seal unless prohibited under applicable court rules.

13.5. Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.

14. Use of Names and Logos

14.1. KPMG may reference Client as a customer in KPMG's marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Client is an Advisory client of KPMG LLP."). In addition, Client gives KPMG the right to use its logo for internal KPMG presentations and intranet sites. Except as permitted herein, neither party shall acquire any right to use the name or logo of the other party or any part thereof unless required by law.

15. Export Control

15.1. Client represents and warrants to KPMG, that Client is not (A) organized, incorporated or resident in jurisdictions sanctioned by the United States (by way of example, Cuba, Iran, North Korea, or Crimea, Donetsk, and Luhansk, Kherson, or Zaporizhzhia regions of Ukraine); (B) listed in any economic, financial, or trade sanctions related list of designated parties maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, U.S. Department of Commerce, Public Safety Canada, Global Affairs Canada, the United Kingdom Office of Financial Sanctions, the United Nations Security Council, the European Union or any European Union member state; or (C) owned 50% or more or controlled by parties described in (A) or (B). Client agrees that if at any time after the date of formation of the Agreement it becomes subject to any sanctions, whether introduced before or after such date, which prohibit or restrict Client's performance of or rights under the Agreement, KPMG may suspend or terminate the Agreement upon such sanctions becoming effective.

15.2. Each party that exports, re-exports or imports any item assumes responsibility for complying with applicable laws and regulations, including OFAC, and for obtaining required export and import authorizations. To facilitate either party's compliance with this Section, if any item or materials (including technical data, technical assistance or training) provided to the other party hereunder (or any component thereof) contains or concerns encryption, the provisioning party will promptly provide in writing to the other party information relating to the type of encryption, level of encryption (measured by key lengths in bits), Export Control Classification Number (ECCN), export license or export license exception information, or Commodity Classification Automated Tracking System number (CCATS#) and any other similar information requested by the other party.

16. Miscellaneous

16.1. *Entire Agreement.* This Agreement, the applicable Orders, and any documents incorporated by reference herein constitute the entire agreement between KPMG and Client with respect to the subject matter of the foregoing, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Client and KPMG relating to such subject matter. Any amendments to this Agreement must be made in writing signed by both parties.

16.2. *Notices.* All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given upon personal delivery, five (5) days after being mailed by registered or certified mail, return receipt requested, one (1) business day after being sent by nationally recognized overnight courier, or on the date of email or electronic transmission. Notices to either party must be sent to the address stated in the Order; provided copies of notices to KPMG must be sent to KPMG LLP, Office of General Counsel, Attention: General Counsel, 345 Park Avenue, New York, NY 10154. Notwithstanding the foregoing, KPMG may send notices and other information to Client by email or other electronic form.

16.3. *Force Majeure.* KPMG is not liable for any failure to perform its obligations where such failure results from any Condition, including, without limitation, mechanical, electronic or communications failure or degradation.

16.4. *Assignment.* Client may not assign or transfer this Agreement, or any rights or obligations hereunder or thereunder, without KPMG's express written consent. Any assignment, transfer or delegation in violation hereof shall be null and void.

16.5. *Governing Law.* This Agreement and all disputes and claims between the parties (whether based in contract, tort, statute, rule, regulation or otherwise and whether pending in court or in an arbitral forum) relating to this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New York, including without limitation its statutes of limitations, without regard to the conflict of laws provisions of New York or any other state or jurisdiction.

16.6. *Relationship.* No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement or provision of the Application. This Agreement does not supersede or replace any agreement for professional services or other agreements between Client and KPMG. KPMG will not make management decisions or perform management functions for Client.

16.7. *No Waiver.* Failure or delay in enforcing any part of this Agreement shall not constitute a waiver of the right to later enforce that or any other part of this Agreement.

16.8. *Severability.* If any provision of these Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.