

# OpenText Cloud General Terms of Service Multitenant Services

These Cloud Services Terms of Service (“Terms”) apply to the Services and will be binding on Customer and OT when OT makes any Services available for Customer’s use. The term “OT” means Open Text Corporation or the Open Text entity providing the Service. By using the Services, you automatically agree to these General Terms of Service. If you use or access the Services on behalf of a company or other legal entity, you represent that you have the authority to bind that company or other legal entity to these Terms. If you do not agree to these General Terms of Service, you should not use the Service.

## 1 Definitions.

“**AUP**” means OT’s Cloud Services Acceptable Use Policy available upon request or at <http://www.opentext.com/agreements>;

“**Affiliate**” means any entity controlled by, controlling, or under common control with a party to this Agreement. Control shall exist through ownership, directly or indirectly, of a majority of the outstanding equity capital and of the outstanding shares or other securities entitled to vote generally in elections of directors or similar officials;

“**Agreement**” means the Order, these Terms and any further documents incorporated pursuant to the Order;

“**Applicable Taxes**” means the sales, use, consumption, goods and services, and value-added taxes applicable to the Services or Software under the Agreement, except taxes imposed on OT’s income;

“**Authorized User**” means a single individual, employee or contractor of Customer, authorized to access and use the Services. Each Authorized User will be identified by Customer to OT and assigned a unique login name/password before being provided access to the Services;

“**Claim**” means claims, suits, actions, or proceedings brought against Customer in a court of competent jurisdiction in a Covered Country by a third party which allege an infringement by the Services or Software of a third party’s patent, copyright, or trade secret;

“**Confidential Information**” means Content and all other information disclosed by one party to the other marked as proprietary to the disclosing party or that the other party should reasonably understand to be confidential. Information that is independently developed by one party, without reference to the other’s Confidential Information, is already in the receiving party’s possession prior to receipt from the disclosing party or that is or becomes publicly available other than through violation of the Agreement, shall not be Confidential Information;

“**Content**” means Customer’s data uploaded, generated, stored, or transmitted by Customer to OT, as a part of Customer’s use of the Services;

“**Covered Countries**” means each contracting party to The Patent Cooperation Treaty currently published at <http://www.wipo.int/pct/en/>;

“**Customer**” means the entity or individual who uses the Services and agrees to be bound by these Terms.

“**Documentation**” means all written, electronic, online and other documentation provided or made available by OT to Customer under the Agreement, including Documentation relating to the Services;

“**Evaluation Services**” means Services and Related Software (if any) offered by OT under these Terms and provided on a limited-use basis as described in Section 9 before Customer decides to purchase;

“**Order**” means a written or online quotation or ordering document which references these Terms;

“**Related Software**” means Software that OT may permit Customer to download or access for use in conjunction with the Services. Related Software may include development software and tools, and software to be installed on end user devices for the purpose of using the Services. Related Software excludes software that OT makes available under separate terms or pursuant to a separate agreement;

“**Schedule**” means a description of the Services provided by OT to Customer;

“**Services**” means the Services which OT provides to the Customer pursuant to the Agreement including associated offline components, as described in an Order or Documentation;

“**Software**” means OT’s or its third party vendors’ software made available by OT to Customer and accessed or used by Customer as part of the Services;

“**Support**” means the operational and technical support services which are described in the Order relating to the Services or such support services (if any).

## 2 Services.

- 2.1 OT will provide Customer the Services and Support pursuant to the Order, these Terms and any other documents referenced in the Order.
- 2.2 Use of the Services may require Customer to create an administrator account for Customer’s appointed administrator. The administrator will be able to provision the use of Authorized Users to access and use the Services by registering such Authorized Users, Customer is fully responsible for ensuring that its internet connections, hardware, Devices and software are secure and compatible with the Services and that its internet connections are available to access the Services.
- 2.3 Customer shall be responsible for: (a) acts or omissions by its Authorized Users; (b) maintaining the confidentiality of access credentials (including but not limited to usernames, passwords, and keys) used by the Customer or its Authorized Users; (c) ensuring compliance with the Agreement by each Authorized User including compliance with OT’s AUP and (d) ensuring compliance with applicable local, state, national laws and regulations in connection with the use of the Services, including those related to data privacy, international communications and the transmission of data. In particular, the Services shall not be used by anyone located in U.S.-embargoed countries or on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons or Entity List or to export or re-export technical data in violation of U.S. export control laws and regulations. Customer agrees to notify OT immediately of any actual or suspected unauthorized use of Customer’s access credentials or any unauthorized use of the Services.
- 2.4 OT reserves the right to modify the Software, Services or Documentation at any time. OT may provide notice of changes by posting information concerning the change (i) via email; (ii) on OT’s website (iii) by notification directly through the Services (e.g. on a Services login page); or (iv) by other industry standard notification system such as social media. OT will give sixty (60) days written notice prior to implementing a change that has a material impact on the manner in which the Services are provided. The change notice will identify the reason for the change and describe the impact on Customer’s receipt and use of the affected Services. OT will consult with Customer to identify ways to mitigate the impact of any such change.
- 2.5 Customer shall pay OT for excess usage above the metrics stated in the Order (for example: number of users permitted, number of transactions permitted, storage space allocation, etc.).
- 2.6 OT will provide Customer with Support as set forth on the Order.
- 2.7 OT may suspend the Services without notice and without liability to OT (a) if OT is required by law; (b) Customer violates the AUP and such violation may result in material harm; or (c) in accordance with the Term and Termination section or the Fees and Payment section.
- 2.8 Some of the features of the Service or Related Software are designed to upload, download and synchronize files between Customer’s computer or other devices and OT servers. By using the Services, Customer grants OT permission to access Customer’s computer or other devices for the purpose of providing the Service.

## 3 Restrictions on Use.

- 3.1 The Customer may only use the Services for Customer’s internal business purposes. Only Authorized Users may access and use the Services. Customer may not (a) sell, rent or lease the Services in any way, or transfer any of its rights hereunder to any other person; (b) create any derivative works based upon the

Services; (c) modify any of Services (including Related Software), nor adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of software used by OT in providing the Services, nor take any other steps to discover the confidential information or trade secrets in the Services; (d) use the Services in violation of OT's AUP, (e) create multiple, free accounts under different or fake identities or otherwise that enables Customer to exceed the usage limits associated with the Service or (f) disclose to any third party the results of any benchmarking testing or comparative or competitive analyses of the Services done by or on behalf of Customer.

**3.2** Customer (a) does not have any rights to Software other than as part of receiving the Services; (b) except with respect to Related Software, does not receive any licenses to the Software; and (c) does not receive any title, rights or ownership in or to the Software.

**3.3** Customer may need to register with OT to use the Services. If so, Customer agrees to keep its registration information accurate, complete and up to date as long as Customer continues to use the Services. Customer agrees to pay the fees associated with its use of the Services.

## **4 Ownership.**

**4.1** OT alone owns all right, title and interest, including all related intellectual property rights, in and to the Services, Software and Documentation, and any suggestions, ideas, requests, feedback, recommendations or other information provided by Customer or any other party relating to the Services and OT reserves all right to use, modify and allow others to use such materials. OT grants Customer a non-exclusive and non-transferable right to use such materials in connection with the Services. Customer may not remove OT's copyright and other proprietary notices from the Documentation.

**4.2** With regard to Related Software, OT grants Customer a limited, worldwide, non-exclusive and non-assignable license to use the Related Software on computers, tablets, smartphones or any other electronic device (a "Device") for the sole purpose of facilitating Customer's use of the Services. When Customer's right to receive and use the Services terminates, Customer's license to Related Software shall also terminate. Any additional license terms notified to Customer or its Authorized User at the time of installation of the Related Software shall also apply. Customer acknowledges that certain third-party software may be provided with the Services or Related Software and that the license terms accompanying that software will govern its use.

## **5 Content and Data Protection.**

**5.1** Content belongs to Customer, and OT makes no claim to any right of ownership in the Content. By posting or permitting Content to be posted, Customer represents and warrants to OT that Customer is the owner of all rights to that Content or that Customer has the right to reproduce, distribute and transfer the Content for the purposes of the Agreement.

**5.2** Customer remains solely responsible at all times for the Content, and for ensuring that the Content complies with the Agreement and with all legal and regulatory obligations applicable to the Content to which Customer is subject. Only to the extent necessary for OT to perform its obligations under the Agreement, Customer grants OT the right to use, copy, process, rename, publish or display Content and OT may monitor, modify, screen, pre-screen or delete the Content. Substantial modification of Content shall only be carried out by OT with Customer's consent.

**5.3** OT's collection, use and disclosure of Customer's personal information, Content provided to OT or any other data Customer provides to OT or places within the Services or Related Software will be governed by OT's Privacy Policy located at <http://www.opentext.com/who-we-are/copyright-information/site-privacy> which shall apply to the Service to the same extent as provided for therein with respect to any OT website, these Terms, and the laws generally applicable to OT as a provider of the Services.

**5.4** To the extent that OT processes personal data on behalf of Customer in performing the Services, OT shall process such personal data only for the purpose of the Services and take reasonably appropriate technical and organizational measures to protect such personal data against unauthorized or unlawful processing. OT may employ its Affiliates and third parties worldwide in the performance of the Services provided that OT shall remain primarily responsible to the Customer. For Customer in the European Economic Area, this

may involve a transfer of Customer data outside of the European Economic Area only if at least one of the following conditions is satisfied: (i) the personal data is transferred to a country which is recognized by the European Commission as providing an adequate level of protection in relation to the data that is transferred; (ii) the data importer is located in the USA and has certified compliance with the EU-U.S. Privacy Shield principles or (iii) a processing agreement which incorporates the standard model contractual clauses for data transfers approved by the European Commission is executed between the applicable parties.

## **6 Term and Termination.**

- 6.1** This Agreement shall commence upon the effective date of the applicable Order or online registration and continues for the term set forth in the applicable Order or online registration terms ("Initial Term") unless terminated in accordance with this Section 6 and, thereafter, unless otherwise provided on the applicable Order or online registration, will automatically renew for subsequent one (1) year terms unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the Initial Term or then-current renewal term.
- 6.2** Either party may terminate the Agreement for material breach if the other party fails to cure such breach within thirty (30) days after written notice. OT may terminate the Agreement with immediate effect and no such cure period will be granted for breaches relating to the rights granted and/or restrictions in Sections 2 or 3, or the Confidentiality provisions in Section 11. Except in the event of a material breach or as specifically provided in these Terms or an Order, neither party will be permitted to terminate the Agreement prior to the end of the Initial Term or applicable renewal term.
- 6.3** Either party may terminate the Agreement and any Services at any time with respect to Evaluation Services or free Services by giving thirty (30) days' written notice. OT reserves the right to terminate and delete Customer's free subscription if Customer has not accessed the Service for 12 or more consecutive months.
- 6.4** Upon any termination of the Agreement, Customer will immediately cease all use of the Related Software and will either deliver to OT or destroy all copies of Related Software, Documentation and OT Confidential Information in Customer's possession or control.
- 6.5** The following provisions of these Terms shall survive termination or expiration of the Agreement: Sections 3 (Restrictions on Use), 4 (Ownership), 5 (Content and Data Protection), 7 (Fees and Payment) 8 (Warranties), 10 (Infringement and Indemnification), 11 (Limitation of Liability), 12 (Security; Confidentiality) and any provisions that by their nature should survive termination.
- 6.6** Provided Customer is not in material breach of the Agreement and is current with payment obligations, Customer may access or delete Content at any time prior to the expiration or termination of the applicable Service term. When a Service expires or terminates, Content that Customer has not previously deleted or removed will be retained for at least ninety (90) days, except for Evaluation Services or free Services where Content may be deleted immediately without any retention period or notice. Customer remains responsible for all storage and other applicable charges during this retention period. Unless otherwise stated in the Agreement, OT may delete all Content contained on primary (non-backup), no less than thirty (30) days after the date of termination of the Agreement. Following termination, OT may retain Content on backup media for an additional period of up to twelve (12) months, or longer if required by law, subject to the confidentiality obligations under these Terms.

## **7 Fees and Payment.**

- 7.1** OpenText may offer both free subscriptions and different categories of paid subscriptions to the Service.
- 7.2** Customer shall pay OT the fees specified in the applicable Order (including an online registration). After the Initial Term, OT reserves the right to increase the fees on paid Service subscriptions up to one (1) time per year by providing Customer with written notice of a fee increase no later than thirty (30) days prior to the expiration of the then-current term.
- 7.3** If Customer submits a purchase order referencing an OT Order then the Order will be accepted upon OT issuing an e-mail or other written communication to Customer accepting such Order or enabling Customer's account and providing Customer with access to the Services, whichever occurs first. OT will submit invoices against the Order for ongoing consumption of Services.

- 7.4** Terms of payment are defined in the Order (including an online registration). Fees owed by Customer not paid when due shall accrue interest at the lesser of one and one-half percent (1.5%) per month, or the highest rate permitted by law. Fees do not include any taxes, and Customer shall pay any sales, use, value added or other taxes or import duties (other than corporate income taxes payable by OT) due as a result of any amounts paid to OT. Customer shall bear all of OT's costs of collection of overdue fees, including reasonable attorneys' fees.
- 7.5** If OT is unable to charge your payment method (i.e. due to the expiration of your credit card), Customer is still obliged to pay OT the amounts to which Customer has committed under the Agreement. All fees are non-refundable. Customer is solely responsible for any fees imposed by its credit card company, including exchange rate or foreign transaction fees.
- 7.6** If an invoice remains unpaid following at least ten (10) days written notice by OT, OT may (reserving all other legal remedies and rights) suspend the Services or, following thirty (30) days written notice by OT, terminate the Agreement.
- 8** **Warranties.** USE OF THE SERVICES, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND. THE WARRANTIES AND REMEDIES STATED IN THIS SECTION 8 ARE EXCLUSIVE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OT DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING. OT DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. CUSTOMER ASSUMES THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGES TO ITS OPERATIONS WHICH COULD BE CAUSED BY SERVICES DEFECTS, INTERRUPTIONS, OR MALFUNCTIONS.
- 9** **Evaluation or Free Services.** If Customer chooses to use any Evaluation Services or free Services, Customer may do so only to evaluate functionality, performance, compatibility and reliability during the specified period. In connection with such use, Customer specifically agrees that: (a) Evaluation Services and free Services are provided "AS-IS" and without Support; and (b) any security, compliance, service level, and privacy commitments made by OT in connection with these Terms are not applicable to Evaluation Services or free Services.
- 10** **Infringement and Indemnification.**
- 10.1** Provided Customer is current with payment of all fees to OT, OT will defend Customer from any Claim, to the extent it arises solely from Customer's use of the Services in accordance with the provisions of the Agreement. This indemnity will not apply to a claim to the extent caused by: (i) modification of the Services by any party other than OT, or (ii) the combination or use of the Services with software, hardware, firmware, data, or technology not provided to Customer by OT or approved by OT in writing and OT will not defend a Customer from and against any damages, losses, claims or expenses arising in connection with the use of any Evaluation Services or free Services. OT will not defend, indemnify or hold harmless a Customer from any Claims or other liabilities, damages or losses arising during any Evaluation Services or free services.
- 10.2** OT's obligations in this Section are conditioned upon: (a) Customer notifying OT in writing within ten (10) days of Customer becoming aware of a Claim; (b) Customer not making an admission against OT's interests; (c) Customer not agreeing to any settlement of a Claim without the prior written consent of OT; (d) Customer providing reasonable assistance to OT in connection with the defense, litigation, and settlement by OT of the Claim; and (e) OT's sole control over legal counsel, litigation or settlement of each Claim. OT will indemnify Customer from any judgment finally awarded, or in settlement of any Claim, where all the conditions of this section are satisfied.
- 10.3** If the Services become, or in OT's opinion may become, the subject of a Claim, OT will, at no expense to customer, either (a) obtain a right for Customer to continue using the Services; (b) modify the Services so they become non-infringing but still provide substantially the same functionality as the infringing Services; or (c) terminate the Services and refund the un-used portion of the fees received by OT from Customer

under the Agreement. **OT's entire liability and Customer's sole and exclusive remedy with respect to any Claim shall be limited to the remedies set out in this Section of the Agreement.**

**10.4** Customer shall defend, indemnify and hold harmless OT, its affiliates, directors, and employees from any damages, losses, claims and expenses arising out of any claim or other legal action in connection with: (i) Content and any alleged infringement of any patent, copyright, trade secret, right of publicity or privacy, or other proprietary right; (ii) Customer's or Authorized Users' use of the Services; (iii) Customer's or Authorized Users' breach of these Terms; and (iv) Customer's or Authorized Users' breach of the Acceptable Use Policy.

**11 Limitation of Liability.** IN REGARD TO ANY AND ALL CAUSES ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, BREACH OF CONTRACT OR WARRANTY, FAILURE OF A REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE OR OTHERWISE: (1) OT IS NOT LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, AGGRAVATED, EXEMPLARY, OR PUNITIVE DAMAGES (EVEN IF OT IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES); OR (B) ANY LOST SALES, LOST REVENUE, LOST PROFITS, LOST OR CORRUPTED DATA, REPROCUREMENT AMOUNT OR EXPENSES ARISING OUT OF THIRD PARTY CLAIMS; AND (2) OT'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS WILL NOT EXCEED: (A) DURING EACH TWELVE (12)-MONTH PERIOD DURING THE TERM OF THE AGREEMENT, FIFTY PERCENT (50%) OF THE TOTAL AMOUNT OF FEES INVOICED BY OT TO CUSTOMER UNDER THE RELEVANT ORDER DURING SUCH TWELVE (12) MONTH PERIOD, AND (B) A MAXIMUM AGGREGATE AMOUNT OF THE TOTAL AMOUNT OF FEES INVOICED BY OT TO CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE MOST RECENT EVENT WHICH IS THE CAUSE OF LIABILITY FOR ALL CLAIMS DURING THE ENTIRE TERM OF THE AGREEMENT. WITH RESPECT TO FREE OR UNPAID SERVICES, EVALUATION SERVICES AND RELATED SOFTWARE, NEITHER OT NOR OT'S SUPPLIERS, RESELLERS, PARTNERS OR THEIR RESPECTIVE AFFILIATES WILL BE LIABLE FOR DIRECT DAMAGES. IF THE APPLICATION OF THIS SECTION IS LIMITED BY LAW, OT'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THE REMEDIES SPECIFIED IN THE AGREEMENT ARE EXCLUSIVE.

## **12 Security; Confidentiality.**

**12.1 Security.** OT will use reasonable care to protect Customer's data against physical damage or unauthorized access. OT will store and safeguard Content in accordance with the administrative, technical, and physical security controls and procedures as defined in an applicable Schedule and/or other documents referenced directly or indirectly in an Order. Unless specifically agreed to the contrary in an Order, Customer may not create or store Content that imposes specific security obligations (e.g., health or financial data).

**12.2 Confidentiality.** Confidential Information may only be used for the purpose of fulfilling obligations or exercising rights under the Agreement and may only be shared with employees, agents, or contractors with a need to know such information. The receiving party will maintain the confidentiality of Confidential Information by using the same degree of care that the receiving party takes to hold in confidence its own proprietary information of a similar nature, which will be no less than reasonable care. However, the receiving party will not be required to keep confidential any Information, which is or shall become publicly available without fault on the part of the receiving party; is already in the receiving party's possession prior to receipt from the disclosing party; is independently developed by the receiving party; is disclosed by the disclosing party to third parties without similar restrictions; or is rightfully obtained by the receiving party from third parties without restriction. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

## **13 Miscellaneous.**

**13.1 Entire Agreement and Order of Precedence.** This Agreement represents the entire agreement of the parties, and supersedes any prior or current understandings, whether written or oral. In the event of a conflict between the components of this Agreement and unless to the contrary in an Order, the following order of precedence shall apply: (i) the Order, (ii) a Schedule, (iii) any other document referenced in these Terms, (iv) these Terms.

- 13.2 Amendment; Waiver.** Any amendment of the Agreement must be in writing and signed or acknowledged by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by lapse of time or by any statement or representation other than by a written waiver by a duly authorized representative. No waiver of a breach of the Agreement will constitute a waiver of any prior or subsequent breach of the Agreement.
- 13.3 Governing Law; Time Limit.** This Agreement is governed by the laws of the State of Delaware, U.S.A without reference to its choice or conflicts of law rules. The parties consent to the exercise of exclusive jurisdiction by the state or federal courts in the State of Delaware for any claim relating to the Agreement. No action, regardless of form, arising from the Agreement or any Services provided or to be provided hereunder may be brought by either party more than one (1) year after the cause of action has accrued, except that an action for non-payment may be brought at any time.
- 13.4 Assignment.** There are no third-party beneficiaries to the Agreement. Customer may not assign or otherwise transfer any of its rights or obligations under the Agreement, in whole or in part, without the prior written consent of OT. Any assignment or transfer in breach of this Section is null and void. Except to the extent identified in this subsection, the Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.
- 13.5** OT does not act as an agent of Customer in connection with Customer's use of the Services provided hereunder. The establishment of the terms of any commercial or legal relationship between Customer and any third party by means of the use of the Services provided hereunder is the sole responsibility of Customer. The provision of such Services by OT will not be interpreted as conferring any authority or responsibility on OT with respect to such relationships or the establishment, continuation or binding effect of such terms.
- 13.6 U.S. Government End Users – Restricted Rights Legend.** The Services and Documentation provided to the U.S. Government are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", within the meaning of 48 C.F.R. 12.212 or 48 C.F.R.227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein, as provided in FAR 12.212, and DFARS 227.7202-1(a), 227.7202-3(a), 227.7202-4, as applicable.
- 13.7 International Availability.** Availability of the Services, including specific features and language versions, may vary by country location. Information on availability is located in the Documentation.
- 13.8 Delay in Performance.** Except for payment and confidentiality obligations or protection of intellectual property, neither party is responsible for any delay or failure or delay in performance of its obligations pursuant to the Agreement to the extent due to causes beyond its reasonable control.
- 13.9 Notices.** All notices must be in writing and addressed: in the case of OT to the address set forth in the Agreement, and in the case of Customer, to the address set forth in the Agreement. A copy shall also be sent to OT's General Counsel, 275 Frank Tompa Drive, Waterloo, ON N2L 0A1, Canada. Notice will be deemed given when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt.
- 13.10 Publicity.** OT may include Customer's name in a list of OT customers, whether online or in promotional materials.
- 13.11 Severability.** If any provision of the 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 the Agreement shall remain in effect.
- 13.12 Language.** The parties hereto have expressly required that the Agreement be drawn in the English language. C'est la volonté expresse des parties que la convention qui s'y rattachent soient rédigés en anglais.