

Consortia Canada

License Agreement for Electronic Products

THIS AGREEMENT is made the 29th day of January 2018

BETWEEN: Statista Inc. of 55 Broad Street, 30th Floor, New York, NY 10004 (herein referred to as "the Licensor")

AND: BC Electronic Library Network (BCELN) of W.A.C. Bennett Library, Room 7600, Simon Fraser University, 8888 University Drive, Burnaby, BC V5A 1S6 (herein referred to as 'the Licensee').

"Licensee" is authorized to act for and sign this Agreement on behalf of member libraries hereinafter known as the "Member Institutions." Rights and responsibilities referenced in this Agreement in regard to "Licensee" shall apply to all the Member Institutions covered under this Agreement; however, Licensee is responsible only for fulfillment of its individual responsibilities under this Agreement. Neither Licensee nor any other Member Institution shall be liable for any breach or default of another Member Institution. Member Institutions are listed in Schedule 1.

Additional Exhibits and Appendices are attached to this Agreement and the attached Schedules form an integral part of this Agreement.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

In this License, the following terms shall have the following meanings:

Authorized User	All full and part time students, faculty and employees (including permanent, temporary, contract or visiting) and researchers associated with the Member Institutions, regardless of physical location of such persons; retired faculty and staff with Emeritus or equivalent status; all registered patrons of the Member Institution, or other persons affiliated with the Member Institution or otherwise permitted to use the facilities of the Member Institution and authorized to access the Licensed Materials.
Walk-In Users	Individuals not affiliated with a Member Institution who are physically present at Member Institution sites set out in Schedule 1 shall be deemed to be Authorized Users under the terms and conditions of this Agreement. Additional groups of Authorized Users such as Member Institution alumni may be included, as where and to the extent set out in Schedule 1. For the avoidance of doubt, Walk-In Use is intended for individual users, not as a substitution for a license by another institution or organization.

Commercial Use	Use of the Licensed Materials for the purposes of monetary reward (whether by Member Institutions or Authorized Users) by means of sale, resale, loan, transfer, hire or other form of commerce. For the avoidance of doubt, neither recovery of direct costs by the Member Institution from Authorized Users, nor use of the Licensed Materials by the Member Institution or by an Authorized User in the course of research funded by a commercial organization, is deemed to be Commercial Use.
Course Packs	A collection or compilation of materials for example book chapters, journal articles assembled by staff of Member Institution for use by students in a class for the purposes of instruction.
Digital Rights Management	Also referred to as “DRM”, access control technologies that are used by hardware manufacturers, licensors, copyright holders and individuals to limit the use of digital content and devices in on-line or off-line environments.
Digital Watermarking Technology	The process of embedding information into a digital document, which may be used to verify its authenticity or the identity of its owners.
Electronic Learning Environments	Use of parts of or linking to the Licensed Material in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments, library environments, and courseware technologies) hosted on a Secure Network.
Electronic Reserves	Electronic copies of Licensed Materials (e.g. book chapters, journal articles, abstracts) made and stored on the Secure Network pursuant to Section 3.8 by Member Institution for use by Authorized Users in connection with specific courses of instruction offered by Member Institutions to such Authorized Users.
License Fee	The applicable fee for a license to the Licensed Materials, whether a one-time fee or an annual or other subscription fee, as set out in Schedule 1, or in new Schedules to this Agreement which may be agreed to by the parties from time to time.
Licensed Materials	Shall mean access to the Licensors online web portal available on www.statista.com and the materials available therein.
Secure Network	A computer network that is only accessible to Authorized Users by Secure Authentication.

2. LICENSE GRANT

- 2.1 The Licensor hereby grants to the Licensee and Member Institutions, subject to and in accordance with the terms of this License, a non-exclusive and non-transferable limited right during the Term of the Agreement to permit Authorized Users to access and use the Licensed Materials at the sites of Member Institutions or remotely, through secure authentication.
- 2.2 In consideration for the Licensor's licensing of the Products and/or Services listed in the attached Schedule(s), the Licensee and Member Institutions agree to pay to the Licensor the Fee in accordance with the provisions of the attached Schedule(s).

3. PERMITTED USES

Member Institutions and Authorized Users may use the Licensed Materials as follows:

- 3.1 **ACCESS and USE** the Licensed Materials from the premises of the Member Institution, or remotely via secure authentication, in order to search, retrieve, download, display, print and view the Licensed Material as set forth in the attached Schedule 2.
- 3.2 **CREATE PERSISTENT LINKS** to individual articles for access by Authorized Users for Permitted Uses under this Agreement, from within secure authentication environments.
- 3.3 **INTERLIBRARY LOAN** by paper or electronic means, a single copy of an individual document within the guidelines of traditional interlibrary loan practices and applicable copyright laws.

Parts of the Licensed Material may be used as a source for interlibrary loan in accordance with relevant international copyright laws and standard library interlibrary loan procedures. For Statista contents, Inter Library Loan is limited to Industry Reports only and does not cover statistics and other contents.
- 3.4 **SCHOLARLY SHARING.** Authorized Users may transmit to a third party colleague in hard copy or electronically, reasonable amounts of the Licensed Materials for scholarly, educational, or scientific research or professional use.
- 3.5 **USE IN ACADEMIC RESEARCH.** Member Institutions and Authorized Users may incorporate limited parts of the Licensed Materials in printed or electronic form in assignments, portfolios, theses and dissertations, including reproductions of the Licensed Material for library deposit and other non-commercial uses. For avoidance of doubt, reproduction of licensed materials does not include text and data mining.
- 3.6 **FAIR DEALING.** Notwithstanding any other provisions of this Agreement, nothing shall in any way restrict or limit the ability of Member Institutions, Authorized Users or Walk-in Users to engage in or conduct any activity that is otherwise permitted under copyright laws.
- 3.7 **ALTER or MODIFY** the Licensed Materials as necessary to provide an equivalent level of service to Authorized Users with appropriately documented print or other disabilities.
- 3.8 **COURSEPACKS / ELECTRONIC RESERVES / VIRTUAL LEARNING.**

Member Institutions and Authorized Users may incorporate parts of the Licensed Material in course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) hosted on a Secure Network (only accessible to Authorized Users by Secure Authentication). Each item shall carry appropriate acknowledgement of the source, listing the title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorized Users. If the Licensor does not have the right to grant all rights under 3.7 for all Licensed Materials, these rights will apply exclusively to the content for which the Licensor does have such rights, as specified in the attached Schedule(s).

- 3.9 TRAINING AND MARKETING MATERIALS. Member Institutions may display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.

4. PROHIBITED USES

- 4.1 COMMERCIAL USE. Use of the Licensed Materials for the purposes of monetary reward (whether by Member Institutions, Authorized Users or Walk-in Users) by means of sale, resale, loan, transfer, hire or other form of commerce. For the avoidance of doubt, recovery of direct costs incurred by the Member Institution in the course of providing access to Authorized Users or Walk-in Users (e.g. printing, photocopying, or administration fee) including inter-library loan, is not deemed to be Commercial Use.
- 4.2 SUBSTITUTION FOR LICENSE. No provision of this Agreement is intended to provide such substantial use as to constitute a substitution for an institutional license by a third party institution. For example, Walk-In User rights are designed for the provision of services to individuals, not blanket rights for all of the users of another institution or organization.

5. THE LICENSOR'S UNDERTAKINGS

The Licensor shall:

- 5.1 Warrant to the Licensee and the Member Institutions that the total downtime directly attributable to the Server supporting the Licensed Materials will amount to less than the equivalent of one full day in any given calendar month. In the event that the total downtime exceeds this amount, the Licensor will make appropriate restitution, such as providing a special discount equivalent to the amount of the excessive downtime to the product on the next renewal, extending the license term, or providing a refund.
- 5.2 Be permitted to may amend, enhance, add to, withdraw, or otherwise change Licensed Materials and feature functionality within the portal without notice. Such modifications shall be effective immediately. Licensee shall have the right to terminate this Agreement if any such change to the Licensed Materials results in a material decrease in functionality.
- 5.3 Notice of the Use of Digital Rights Management Technology. In the event that Licensor utilizes any type of digital rights management technology to control the access to usage of Licensed Materials, Licensor agrees to notify Licensee of the name, contact information and

any technical specifications for the digital rights management technology utilized. In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights of a Licensee, Member Institutions or any Authorized User as specified in this Agreement or under applicable law.

- 5.4 Notice of the Use of Digital Watermarking Technology. If Licensor utilizes any type of digital watermarking technology for any element of the Licensed Materials, Licensor agrees that watermarks will not be visible to the human eye and will not degrade image quality. These watermarks shall not contain information pertaining to Member Institutions or Authorized Users such as account numbers or IP addresses. If digital watermarking technology is used, Licensor agrees to notify the Licensee, in advance, of the name, contact information, and any technical specifications for the technology used.

6. THE LICENSE AND MEMBER INSTITUTIONS UNDERTAKINGS

The Licensee and each Member Institution shall:

- 6.1 Use best efforts to ensure that access is restricted to Authorized Users, and that Authorized Users are made aware of, and comply with, the terms and conditions of this Agreement including the terms set forth in the attached Schedule 2.

7. TERM AND TERMINATION

- 7.1 This Agreement shall commence on the date indicated on the first page of this Agreement, and shall apply to all Licensed Materials for the time period(s) as indicated on the attached Schedule(s). Subscriptions as indicated on the attached Schedule(s) will automatically terminate at the end of the subscription period unless both parties have previously agreed in writing including by email communication to renew the subscription.
- 7.2 Either party may terminate this Agreement if: (i) the other party commits a material breach, which breach is not cured within thirty (30) days following the non-breaching party provides notification of such breach to the breaching party; (ii) if either party becomes subject to any bankruptcy or insolvency proceeding under federal or provincial statutes, which, if involuntary, is not stayed or dismissed within sixty (60) days of commencement or; (iii), with the written consent of both parties.
- 7.3 Funding Contingency. If funding of the Member Institution is materially reduced and the Member Institution thereby becomes unable to pay future amounts payable pursuant to this Agreement, the Member Institution may give the Licensor written notice of termination and this Agreement shall terminate for the Member Institution effective 30 days after the giving of such notice if the Member Institution has failed to pay the Fee for the calendar year in which such notice was given, or if the Member Institution has paid the Fee for the calendar year in which such notice was given, January 1 of the following year.

8. GENERAL

- 8.1 Warranty and Indemnification. The Licensor warrants that it holds the rights granted under this Agreement, and indemnifies and holds the Licensee and its Member Institutions harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal

- and professional fees) arising out of any legal action taken against the Licensee or any of its Member Institutions claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this license for any reason.
- 8.2 This Agreement and attached Schedule(s) signed by Licensor and Licensee shall comprise the complete terms and conditions of use. If there is a "click-through" agreement for users, this Agreement shall override the "click-through" agreement.
- 8.3 Notice of terms of "click-through" license terms: in the event that Licensor uses a "click-through" license for end users, Licensor shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In the event of any conflict between the 'click-through' terms and this License, the terms of this License shall prevail.
- 8.4 Alterations to this Agreement and to the Schedules to this Agreement are only valid if they are recorded in writing and signed by both parties.
- 8.5 Assignment. This Agreement may not be assigned by either party to any other person or organization without the prior written consent of the other party, nor may either party sub-contract any of its obligations, except as provided in this Agreement in respect of the management and operation of the Server and the Licensor's Representative, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 8.6 Notice. Any notices to be served on either of the parties or on a Member Institution by the other shall be sent by registered mail, courier or facsimile to the address of the other as its address for service of notices. Any such notice sent by registered mail shall be deemed to have been given 14 days after the date of posting the mail. Any such notice sent by courier or by facsimile shall be deemed to have been given on the date of receipt of the notice as delivered by the courier or facsimile.
- 8.7 Force Majeure. Neither party's nor a Member Institution's delay or failure to perform any provision of this Agreement, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, "denial of service" or similar attacks, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.
- 8.8 Waiver. Failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision.
- 8.9 Severability. If any provision of this Agreement is found invalid or unenforceable pursuant to a decree or decision of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 8.10 If the parties disagree over an interpretation of this Agreement or whether a party or a Member Institution is in breach of any part of this Agreement, the parties and any such Member Institution shall in good faith enter into negotiations to resolve the disagreement and discuss the feasibility of resolving the disagreement by mediation or other means short of litigation. The parties shall cooperate in good faith in pursuing mediation or other such means.

- 8.11 This Agreement shall constitute the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.
- 8.12 This Agreement may be executed in two counterparts and facsimile, email and electronic signatures shall all be binding.
- 8.13 By signing this document, the individuals signing below hereby represent and warrants that they have the legal authority to bind the party and member institutions on whose behalf they are signing to the terms of this Agreement.

AS WITNESS the hands of the parties the day and year below first written

Accepted:

FOR THE LICENSOR: Statista Inc.

FOR THE LICENSEE AND MEMBER INSTITUTIONS: BC Electronic Library Network

SCHEDULE 1
**CONSORTIUM and MEMBERS of CONSORTIUM PARTICIPATING IN THE
AGREEMENT**

See spreadsheet attached:

ConCan Licence Agreement Schedule 1 □ “2018 Statista Response Sheet ConCan_2018-01-26rev.xlsx”

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SCHEDULE 2

Statista Service Agreement

These conditions are agreed to complement the “Consortia Canada License Agreement for Electronic Products”. In the case of conflict, the conditions of the “Consortia Canada License Agreement for Electronic Products” shall supersede the “Statista Service Agreement”.

1 Grant of rights; Restrictions on use

1.1 Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right during the applicable Term, to access, use, and display the Online Services and Materials made available to you. The rights granted exclusively to Authorized Users are as follows:

(a) The right to use Online Services and Materials for research purposes, and the right to copy Materials into Authorized User’s analyses, presentations, documents, and other similar forms of work or research material;

(b) The right to create Derived Data (defined below), and publish limited excerpts of the Data in printed or electronic documents, charts, spreadsheets, files, reports, presentations, analyses or any other similar media, both internally and for audit and regulatory purposes, consistent with your ordinary course of business. For purposes of this Agreement: “Derived Data” shall mean any information, algorithm, model, index, score or data resulting from your manipulation or analysis of the Data and/or combination with other data not provided by Statista, such that the underlying Data is not discernable as being that of Statista. Notwithstanding the foregoing, you shall not directly or indirectly, resell from providing the Materials or Derived Data to third parties;

(c) The right to email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other lawful means (collectively, "Authorized Printouts") provided that Authorized Printouts retain all copyright and other proprietary notices.

1.2 Neither party shall use the name, trademarks, service marks, symbols, or logos of the other party without the express prior written consent of the other party. Additionally, under no circumstances may you or any Authorized User offer, sell, retransmit any part of the Online Services or Materials to any other person for commercial resale or commercial redistribution in any medium or use the Online Services or the Materials to compete with the business of Statista. You may not modify, reverse engineer, reverse assemble or reverse compile any part of the Online Services or Materials. You may not use the Online Services in any way to improve the quality of any data sold or contributed by you to any third party. Downloading and storing Materials in an archival database, decompiling, disassembling or reverse engineering the Materials is strictly prohibited;

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- 1.3** All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and Materials in any medium belongs to Statista or its third party suppliers of Materials. Authorized Users do not acquire any proprietary interest in the Online Services, Materials, or copies thereof, except the limited rights granted herein.
- 1.4** Authorized Users may not use the Online Services or Materials in any fashion that knowingly infringes the intellectual property rights or proprietary interests of Statista or any third party. Your use of the Online Services and Materials must comply with all applicable laws, rules or regulations. You may not use the Online Services for any illegal purpose or in any manner inconsistent with the Agreement or any applicable laws.
- 1.5** Authorized Users may not remove, alter, edit or obscure the copyright notice or other notices contained in the Online Services and Materials or on www.statista.com.
- 1.6** Authorized Users may not use information included in the Online Services or Materials to determine an individual consumer's eligibility for: (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

2 Access to services

- 2.1** The term "Authorized User" refers to an Eligible Person which shall mean your authorized employees, students and independent contractors (during the course of performing work within the scope of their engagement with you) who are eligible to access and use the Online Services and Materials ("Eligible Persons"). You agree that Statista IP/Proxy access may only be used by Authorized Users in the following ways: 1) on campus and by the Authorized Users, or 2) through the school proxy server by the Authorized Users with a valid login account. You will use best efforts to prevent unauthorized use of Statista IP/Proxy access and will promptly notify Statista, in writing, if you suspect that Statista IP/Proxy access is compromised, or misused.
- 2.2** Use of the Online Services via mechanical, robotic, scripted or any other automated means is strictly prohibited. In the absence of any prior written agreement by Statista, use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.
- 2.3** Statista may amend, enhance, add to, withdraw, or otherwise change Online Services, Materials, and feature functionality within the Online Services without notice to you. Such modifications shall be effective immediately. You shall have the right to terminate this Agreement if any such change to the Online Services or Materials results in a material decrease in functionality.

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3 Limited warranty and Indemnification

- 3.1** Statista represents and warrants that it has the right and authority to make the Online Services and Materials available to Authorized Users as authorized expressly by this Agreement.
- 3.2** Statista will defend, indemnify and hold you, your principals, officers, directors, employees, agents and other personnel harmless against any and all loss, damage and expense, including reasonable attorney's fees, and amounts paid in settlement arising from any claim by a third party that the Online Services and Materials infringes or misappropriates any copyright, trademark, trade secret, patents issued as of the date of this Agreement, or any other intellectual property right.
- 3.3 YOU AGREE THAT YOUR USE OF THE ONLINE SERVICES IS AT YOUR SOLE RISK AND YOU ACKNOWLEDGE THAT, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED "AS IS", AND "AS AVAILABLE" AND THAT STATISTA AND EACH THIRD PARTY SUPPLIER OF MATERIALS MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ONLINE SERVICES AND MATERIALS, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.**

4 Limitation of liability

- 4.1** A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from:
- (a) any errors in or omissions from the Online Services or any Materials available or not included therein,
 - (b) the unavailability or interruption of the Online Service or any features thereof or any Materials,
 - (c) an unauthorized users use of the Online Services or Materials,
 - (d) the loss or corruption of any data or equipment in connection with the Online Services,
 - (e) the content, accuracy, or completeness of Materials
 - (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or
 - (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 4.2** "Covered Party" means Statista and any officer, director, employee, subcontractor, agent, successor, or permitted assign of Statista.
- 4.3** UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL THE COVERED PARTIES BE HELD LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY; PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE AGREEMENT OR FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. TO THE FULLEST

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EXTENT PERMISSIBLE BY APPLICABLE LAW, AND UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE LIABILITY OF STATISTA IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE USE OF THE ONLINE SERVICES OR MATERIALS EXCEED THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS, INFRINGEMENT OF INTELLECTUAL PROPERTY, OR MISAPPROPRIATION OF PROPRIETARY DATA.

4.4 Notwithstanding anything to the contrary in this Section 4:

- (a) If there is a breach of the warranty in Section 3 above, then Statista at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against you by such third party (except to the extent the claim, cause of action or infringement was caused by you modifying, combining, or in any way altering, amending, or inserting the Online Services or Materials with or into other products or applications not approved by Statista and not authorized by this Agreement) provided: (i) all use of the Online Services and Materials was in accordance with this Agreement; (ii) you give Statista prompt notice of any such claim; and (iii) you give Statista the sole right to control and direct the investigation, defense and settlement of each such claim, provided, Statista shall not agree to any settlement or consent to any judgment that imposes restrictions on you without your prior written consent, which consent shall not be unreasonably withheld. You, at Statista's expense, shall reasonably cooperate with Statista in asserting any available defense. You shall have the right to participate in the defense of any such claim with your own counsel and shall be responsible for all fees and costs associated with the same.
- (b) In addition to Section 4.5 (a), if the Online Services or the operation thereof become, or in the opinion of Statista are likely to become, the subject of a claim of infringement, Statista may, at its option and expense, either: (i) procure for you the right to continue using the Online Services, (ii) replace or modify the Online Services so that they become non-infringing, provided however, such replacement does not materially decrease the performance or functionality of the Services, or (iii) terminate this Agreement on notice to you and promptly grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 4.4 (a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

4.5 Statista shall not be held liable for a temporary or permanent loss of service resulting from a change in the Authorized User's e-mail address or contact information (stated in section 2.4),

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intentionally or unintentionally, which has not been communicated to Statista in accordance with terms of this Agreement.

5 Termination policy

6 Miscellaneous

- 6.1** Charges and payment terms are outlined as set forth above and in this Agreement. All amounts described in the Price Schedule shall be in United States dollars and are net of all sales, use, property and related taxes and customs duties. All fees shall be invoiced as set forth in this Agreement and you shall pay invoices rendered hereunder within thirty (30) days of receipt of invoice
- 6.2** The failure of an Authorized User, Statista, or any third party supplier of Materials to exercise or enforce any provision hereof shall not constitute or be construed as a waiver of any such right or provision of the right to enforce it at a later time.
- 6.3** Neither party may assign the rights, obligations and/or duties under this Agreement without the prior written consent of the other party. This Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.4 ANY CLAIMS UNDER THIS AGREEMENT SHALL PROCEED INDIVIDUALLY AND NO PARTY SHALL JOIN IN A CLASSACTION OR OTHER PROCEEDING WITH OR ON BEHALF OF OTHERS.**
- 6.5** This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

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