



MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered into as of June 1, 2023 (the “**Effective Date**”), by and between Polar Systems, Inc., with its principal address at 21890 Willamette Drive, West Linn, OR 97068 (“**Polar Systems**”) and the client below (“**Client**”).

Client Name:	City of Oregon City
Billing Address:	625 Center St.
City:	Oregon City State: OR Zip: 97045
Shipping Address:	625 Center St.
City:	Oregon City State: OR Zip: 97045
Telephone Number: Fax Number:	503-657-0891
Company Website:	www.orcity.org
Primary Contact Name:	Michael Dobaj
Primary Contact Email:	mdobaj@orcitey.org
Accounting Contact Name:	Brandy Houseworth
Accounting Contact Email:	BHouseworth@orcitey.org
Company Origin Date:	1844
Type of Business: Corporation <input type="checkbox"/> LLC: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: <input checked="" type="checkbox"/>	Municipality
Oregon Clients: Are you inside the city limits of Portland?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Oregon Clients: If no to above, are you outside the city limits of Portland, but within Multnomah County?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Clients outside of Oregon: What is your Tax Jurisdiction?	Clackamas County, Oregon

This Agreement consists of this cover page; the attached Master Services Agreement Terms and Conditions; and all Schedule(s) as agreed by the parties from time to time.

EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT (INCLUDING THE ATTACHED TERMS AND CONDITIONS) AND IS AUTHORIZED TO EXECUTE THIS AGREEMENT.

Polar Systems, Inc. Client: _____
 By: _____ By: _____

Print Name and Title Print Name and Title
 Date: _____ Date: _____

POLAR SYSTEMS MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

1. **Introduction.** Under the terms of this Agreement, Polar Systems will use reasonable efforts to provide Client with IT services as described in mutually agreed Schedules (the “**Services**”).

2. **Services**

(a) **Schedules.** The Services are described in one or more written schedules, quotes, statements of work, or other documents or correspondence (“**Schedules**”) agreed by the parties from time to time. Services may be added or modified through an agreed new Schedule, a Change Order, or other written or oral request for services outside the scope of currently ordered Services that is accepted by Polar Systems. Unless otherwise agreed in a Schedule, Polar Systems is entitled to rely on requests for additional Services made by any Client user, including requests for on-site Services and Services outside of Polar System’s Regular Business Hours (as defined below). In all cases, additional or modified Services will be governed by the terms of this Agreement. Polar Systems may, but is not required to, provide any requested Services.

(b) **Hours of Service.** Unless otherwise agreed by Polar Systems, Services are provided during “**Regular Business Hours**”, defined as weekdays between 8:00 a.m. and 5:00 p.m. Pacific Time, excluding holidays on which Polar Systems is closed. Rates for Services outside of Regular Business Hours are 1.5 times otherwise applicable rates.

(c) **Estimated Dates.** A Schedule may specify estimated dates for the Services. Any such estimated dates are made for project planning purposes only and are not a guarantee; Polar Systems may revise an estimated date if the assumptions upon which Polar Systems relied in determining its initial estimate change the scope of the Services, or if Client fails to provide required information, assistance, and/or decisions.

(d) **Warranty Service.** Polar Systems does not provide warranty service (including extended warranty and maintenance service) for any third party hardware or software unless expressly agreed in writing by both parties. Polar Systems strongly recommends that Client maintain its hardware and software under warranty or extended warranty/maintenance (for some Services, Polar Systems may require that Client maintain its systems under warranty or extended warranty/maintenance). Client may request that Polar Systems provide certain products and services that are also covered under the manufacturer’s warranty in order to expedite repairs to Client systems. Client is responsible for any potential impact that this may have on Client’s manufacturers’ warranty. Client is also responsible for payment for all requested products and services provided by Polar Systems related to the repair, replacement, and maintenance of third party computer hardware and software that may have been otherwise covered under the manufacturer warranties.

(e) **Compliance with Laws.** Client agrees to comply with all applicable laws, rules and regulations when making use of the Services and of its IT systems.

3. **Fees and Payment**

(a) **Fees.** Client shall pay Polar Systems the fees and other amounts set forth in the Schedule(s). Polar Systems will deliver invoices on or shortly after the effective date of the applicable Schedule to Client for any one-time set up fee. Invoices for any recurring monthly Services fee will be delivered approximately fifteen (15) days in advance of the Services. Polar Systems may in its sole discretion require that a portion or all of the amounts due for hardware and software purchases be paid in advance of Polar Systems’ ordering of such hardware or software, and/or on a COD basis. All fees and rates are subject to change by Polar Systems on an annual basis, upon thirty (30) days prior written notice to Client. Also, to the extent any fees are based on charges from third-party providers, such fees may increase upon notice from time to time proportionately based on increases imposed by such third-party providers.

(b) **Rates; Block Time; On-Site Services.** Unless otherwise agreed in a Schedule, Polar Systems’ standard rates will apply to Services, with time billed in 1 hour increments. Client may acquire in advance a block of hours (“**Block Time**”) to use to pay for Services. Trip charges are applicable on all on-site engagements unless otherwise specified. The minimum charge for any on-site engagement is based on a two (2) hour visit plus Polar Systems’ then-current trip charges.

(c) **Terms.** Unless agreed in a Schedule, all invoices are due within ten (10) days after the invoice date. All payments under this Agreement shall be made in United States dollars and are non-refundable. Late payments are subject to interest at the rate of eighteen (18) percent annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. Client agrees to pay costs of collection, including reasonable attorney’s fees, associated with the collection of overdue amounts hereunder by Polar Systems. Client’s agreement to any Schedule constitutes a valid purchase order for the Services associated with that Schedule including any additional Services performed related to but outside the scope of that Schedule. Invoice terms are subject to Client credit approval.

(d) **Taxes.** Client agrees to pay all federal, state, local and other taxes based on this Agreement, the Services or its use, excluding taxes based on Polar Systems’ net income. If Client claims tax-exempt status for any purpose in connection with this Agreement, Client represents and warrants that it is a tax-exempt entity and will provide Polar Systems upon request with a correct copy of Client’s tax-exempt certification.

(e) **Expenses.** Client shall reimburse Polar Systems for all reasonable out-of-pocket expenses incurred by Polar Systems in connection with this Agreement that are approved by Client, including but not limited to travel and shipping expenses

4. **General Client Requirements.** Client will, at its own cost:

(a) Cooperate with and assist Polar Systems in the performance of the Services, and interact with Polar Systems in a professional and courteous manner, including by promptly providing Polar Systems with access to locations, resources, information and the assistance of informed personnel required to carry out the Services hereunder and rebooting servers or monitoring agents upon request of Polar Systems.

(b) Remain solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client data, information, and materials.

(c) If Services are performed at Client’s place of business, furnish full and safe access to Client’s office, network and systems for Polar Systems’ personnel, including parking, internet access, and workspace. Client shall notify Polar Systems of any health or safety hazards that may exist at Client’s location and provide and/or recommend safety procedures to be followed. Polar Systems reserves the right to refuse to provide Services if it believes that conditions are not safe. Outside work will only be performed weather permitting.

(d) Provide any passwords necessary for Polar Systems' personnel to perform requested tasks, including a unique administrative password for the purpose of providing ongoing maintenance and support of Client's network and systems upon Polar Systems' request. Client agrees that in approving a unique administrative password to Polar Systems, Client assumes full responsibility and any liability resulting from that decision, unless due to Polar Systems' willful misconduct or gross negligence.

(e) Maintain and pay for valid licenses, warranties and/or support contracts with respective third-party vendors for hardware, operating software and application software used in its network and systems.

5. Term; Termination.

(a) Term. This Agreement is a master agreement and remains in place unless and until terminated as set forth herein. Each Schedule will: (i) specify its own term, and (ii) other than Schedules for one-time professional services, automatically renew for subsequent annual renewal terms after the end of the initial term of the Schedule, unless a party gives the other party at least thirty (30) days written notice of termination prior to the end of the current Schedule term. If there are no active Schedules in place between the parties, then either party may terminate this Agreement by providing at least ten (10) days written notice of termination to the other party.

(b) Termination for Breach; Suspension. Either party may terminate this Agreement or any Schedule if the other party materially breaches this Agreement or such Schedule and such breach is not cured within thirty (30) days after written notice. Polar Systems may suspend some or all of the Services upon notice to Client if Client materially breaches this Agreement, including but not limited to by not paying any fees or costs due hereunder that are not disputed in good faith by Client by the due date.

(c) Termination for Insolvency. A party may terminate this Agreement if: (i) the other party has a receiver or administrative receiver appointed over its assets; (ii) the other party's governing body passes a resolution for winding up, or a court of competent jurisdiction enters an order to that effect; (iii) the other party makes a general assignment for the benefit of creditors; (iv) the other party ceases or threatens to cease to carry on business; (v) the other party is generally not paying its debts as they become due; or (vi) the other party is the subject of any petition under any bankruptcy or other law for the protection of debtors, except an involuntary petition that is dismissed within 60 days after filing.

(d) Liquidated Damages. If Client terminates this Agreement or a Schedule without cause, or if Polar Systems terminates this Agreement or a Schedule due to Client's material breach, then: (i) all fees that would have come due under the applicable Schedule(s) for the remainder of the then-current term of such Schedule(s) shall become immediately due and payable by Client to Polar Systems as liquidated damages, without any further demand by Polar Systems, and (ii) Client shall pay to Polar Systems all pre-paid, documented out of pocket expenses incurred by Polar Systems in reliance on the terminated Services. The parties acknowledge that Polar Systems' actual damages arising from such termination would be difficult to determine with accuracy and, accordingly, have agreed to the foregoing liquidated damages, which the parties acknowledge is a reasonable estimate of Polar Systems' potential losses.

(e) Survival. Sections 5(d), 6, 7, 8, 9(b), 10, 11, 12, 13 and 14 of this Agreement shall survive termination or expiration of this Agreement. Termination of this Agreement will not affect any accrued rights or liabilities of either party.

6. Intellectual Property

(a) Ownership. Client agrees that Polar Systems and its third party licensors and suppliers own all right, title and interest, including but not limited to copyright, patent, trade secret, and all other intellectual property rights, in the Services and the software used by Polar Systems in connection with the Services (the "Software"), including but not limited to the look and feel, algorithms, documentation format, database structures, methodologies, and know-how associated with the Services and the Software and any and all copies and updates thereto. Polar Systems reserves all rights to the Services and the Software not specifically granted herein.

(b) Restrictions. Client shall not: (1) use or allow use of the Software or Services to provide time-sharing, outsourcing, service bureau, or other IT services to third parties; or (2) distribute, sublicense, reverse engineer, decompile, disassemble, modify or change any portion of Software or Services, or attempt to do any of the foregoing.

7. Confidentiality

(a) Definition. "Confidential Information" means any business, financial, or technical information or data that is disclosed by one party to the other party pursuant to this Agreement that is marked as confidential or that, due to the nature of the information or circumstances surrounding its disclosure, would reasonably be recognized as confidential. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the receiving party as shown by its written records. The terms of this Agreement and the Schedules (and information relating to the negotiation of this Agreement and the Schedules), as well as the methodologies and procedures of Polar Systems, shall be deemed the Confidential Information of Polar Systems (excluding information specific to Client).

(b) Confidentiality Obligations. The receiving party agrees: (a) not to, directly or indirectly, use, disclose, or copy the Confidential Information, except to its employees and contractors who have a need to know such information for the purpose of this Agreement; and (b) to protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own Confidential Information, no less than a reasonable standard of care. The receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, such party shall inform the other party as soon as practicable, prior to any such required disclosure.

(c) Remedies. Each party acknowledges and agrees that any violation of this Section may cause such party irreparable injury for which such party would have no adequate remedy at law, and that such party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that such party may have at law or in equity.

(d) Termination. Upon the request of the disclosing party, the receiving party will return to the disclosing party or destroy the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party; provided that the receiving party may retain Confidential Information in its standard information systems backup programs and as required by law, regulation, or policy, subject to the limitations on disclosure and use hereunder.

8. **Third-Party Software Tools and Services**. Polar Systems will use various third-party software tools and services (whether procured by Polar Systems or Client, "**Third-Party Tools**") to assist in providing Services. Certain Third-Party Tools may also be provided to Client by Polar Systems for use by Client in connection with the Services. The parties agree as follows with respect to Third-Party Tools:

- (a) Client agrees to and will abide by all Third-Party Tool license and agreement terms made available to Client by Polar Systems or the applicable vendor. Upon request, Polar Systems will use reasonable efforts to provide Client with links to, or copies of, applicable Third-Party Tool terms.
- (b) Client agrees that Polar Systems is not responsible for any defects in, or issues or damages caused by, any Third-Party Tools (including data breaches caused by any Third-Party Tools).
- (c) Client may use Third-Party Tools supplied by Polar Systems solely in connection with the Services. Client has no right or license to use Third-Party Tools supplied by Polar Systems outside the scope of the Services or after termination of the applicable Schedule, unless otherwise agreed by Polar Systems.

9. Warranty

(a) **Limited Warranty.** Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder. Polar Systems warrants that the Services will be provided in a professional and workmanlike manner, using qualified personnel. In the event that Client provides notice of a breach of the foregoing warranty within thirty (30) days after the delivery of the Services, Polar Systems will, as Client's sole and exclusive remedy, use reasonable commercial efforts to correct the breach at no additional charge.

(b) **Disclaimer.** Client agrees that: (i) Polar Systems makes no promises or guarantees that it will be able to resolve all issues or "bugs" in in any software, systems and technology ("**Systems**"), and (ii) a failure by Polar Systems to resolve any issue or series of issues in any System is not a breach of this Agreement. Polar Systems is in no way liable for defects or "bugs" in any Third-Party Tools or Systems, or for correcting errors introduced into data or software due to failure of Third-Party Tools or Systems, or for any cost of reconstructing software or lost data. Except to the extent set forth in a Schedule, Client has the sole responsibility for securing and backing up its data. **POLAR SYSTEMS IS NOT RESPONSIBLE FOR CLIENT'S FAILURE TO MAINTAIN ADEQUATE BACKUPS, NOR FOR THE COST OF RECONSTRUCTING DATA. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, POLAR SYSTEMS AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; OR ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.**

10. **Indemnification.** Each party will defend, indemnify and hold harmless the other from and against any and all liability, damages, losses, claims, actions, judgments and costs, including reasonable attorney's fees, for damage to any tangible property and for injury to or death of persons, including employees or agents of such other party performing work under this Agreement, caused by the willful misconduct or negligent acts or omissions of the indemnifying party, its agents or employees.

11. Limitation of Liability.

(a) **General.** The parties agree that it is impossible to guarantee: (i) the trouble-free performance and security of computer hardware, software, networks, environments, and systems; (ii) the reliability of any technology or technology-related asset; and (iii) the applicability, outcome or performance of any training or the behavior of any human resources, all regardless of whether procured, provided, installed, managed, supported, administered, trained and/or supervised by Polar Systems, or in any way associated with the Services. Accordingly, Client and Polar Systems agree to the limitations of liability and damages in this Section.

(b) **Limitations.** Client agrees that the maximum aggregate liability of Polar Systems or any of its suppliers relating to this Agreement and the Services shall be limited to the amount of fees actually received by Polar Systems from Client under the applicable Schedule during the prior three (3) months. In no event shall either party or any of its suppliers be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property or death; or any lost sales, profits or data, even if a party is told that any of such damages may occur. In no event is Polar Systems liable for any systems related to medical devices, other life-saving devices, real time controls for critical processes, or other systems the failure of which might cause injury or death, including any interface to any such systems. The fees charged by Polar Systems under this Agreement are calculated by specific reference to the levels of liability undertaken by Polar Systems.

(c) **Security.** Polar Systems may provide Services designed to assist in securing Client's technology environment. However, Client agrees that Client remains solely responsible for the security of its organization and its systems, developing its own security policy, and periodically testing its security to make sure it meets the requirements of its security policy. Due to the nature of malicious actors and governments, Polar Systems cannot and does not guarantee or certify the security of any current or future Client systems or networks. Any review or recommendations made by Polar Systems regarding the security of Client's systems and networks are made in good faith but are not guaranteed to be accurate, complete, or successful in securing Client's systems and networks. Any changes made to a Client network or system may have direct or indirect impacts that are negative to security. Polar Systems cannot anticipate every possible consequence of such changes. No Services provided by Polar Systems will include the remediation or restoration of systems affected by a data breach, ransomware or other security events. Polar Systems may in its discretion assist Client with such matters at its standard rates (unless a different fee arrangement is agreed to).

(d) **Cyber Insurance.** Client is specifically advised to obtain appropriate cybersecurity insurance to cover damage caused by data breach, ransomware, and other cybersecurity issues. Client should evaluate and independently determine its coverage needs for its cybersecurity and related insurance. Upon request, Client will provide Polar Systems with information regarding Client's cybersecurity insurance for Polar Systems' records. Polar Systems may in its sole discretion assist Client in Client's applications for cybersecurity insurance, but Client is solely responsible for attesting to the content of its insurance applications. Polar Systems may in its discretion carry its own insurance coverage for cybersecurity or data breaches. Client agrees that any such coverage is not intended to, and will not, cover any intrusions or losses to Client systems or data.

(e) **Assistance with Compliance.** Polar Systems may, as agreed in a Schedule, assist Client in reviewing Client's compliance with the technical aspects of certain laws, regulations, and standards (such as HIPAA and PCI). The parties agree that, in connection with any such Services:

- (i) Polar Systems does not provide any certification services and does not certify Client's compliance with any laws, regulations, or standards.
- (ii) Polar Systems also does not provide any legal services or advice and does not warrant or guarantee that its Services will satisfy any Client compliance or legal obligations. Client is specifically advised to obtain and use legal counsel to provide legal advice regarding Client's compliance requirements and to review the Services and deliverables provided for compliance with laws, regulations, standards, and other requirements.
- (iii) If compliance requirements change during the term of the applicable Schedule, the parties will negotiate in good faith an increase in the fees for providing such compliance-related services.

12. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement without consent to a party's successor in connection with the sale of all or substantially all of such party's business or portion of such party's business to which this Agreement relates, whether by means of a sale of assets, sale of stock or other equity interest, or merger or other consolidation, so long as such successor agrees in writing to the terms of this Agreement.

13. **Informal Dispute Resolution.** The parties shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising out of or relating to this Agreement ("**Dispute**") promptly by negotiation between executives or managers who have authority to settle the Dispute and who are at a higher level of management within each of the parties' organizations than the parties' appointed project or account managers. Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute. If the Dispute has not been resolved through negotiation within thirty (30) business days of the initiation thereof, the parties may make a good faith attempt to settle the Dispute by mediation conducted by a mutually agreed mediator.

14. **Other Provisions**

(a) **Security Interest.** Client hereby grants to Polar Systems a security interest in any and all hardware and other items purchased by Client from Polar Systems ("**Deliverables**"), until such time as those Deliverables are paid in full by the Client, in order to secure Clients' obligations to Polar Systems. Client agrees that in the event of default in any payment, Polar Systems shall have, in addition to its rights under applicable law, the right to immediately repossess any and all Deliverables previously sold to Client, but not fully paid for by Client, without further operation of law and without notice to Client. Client further agrees to pay for any and all costs, including attorney's fees, engineering fees and other applicable costs which Polar Systems incurs as a result of said repossession. Client further agrees to execute any additional documents, at Client's expense, to perfect or continue the security interest created by this Agreement.

(b) **Publicity.** Polar Systems may include Client's name and logo in a list of Polar Systems clients and as a user of the Services.

(c) **Independent Contractors.** The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between Polar Systems and Client. Client agrees that Polar Systems may use subcontractors to perform Services.

(d) **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year following termination of this Agreement, Client shall not, directly or indirectly, solicit, hire or retain as an employee or independent contractor, nor cause to be so solicited, hired or retained, any Polar Systems employee or former employee employed by Polar Systems in a technical or sales position. Client agrees that if Client wishes to hire anyone in violation of this Section, Client will pay to Polar Systems a fee equal to the greater of: (1) \$75,000, (2) such employee's most recent annual salary and bonus and (3) the annual salary and bonus offered to such employee by Client. Client agrees that this fee is fair and not excessive.

(e) **Notices.** Any notice or other communication required or permitted in this Agreement shall be in writing and delivered to the addresses listed on the Contact section of the Cover Page of this Agreement either: (i) by personal delivery; (ii) by certified mail; (iii) by nationally recognized overnight courier; or (iv) by email, so long as email receipt is confirmed. Notice shall be effective upon receipt;

(f) **Entire Agreement; Amendments.** This Agreement (including the Cover Page and all Schedules) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, discussions and agreements between the parties concerning its subject matter. Client acknowledges and agrees that, in entering into this Agreement, Client has not relied on any information or promises that are not in this Agreement. Polar Systems will have no obligation to provide any services, software, networking, or hardware except as specifically set forth in this Agreement. This Agreement may not be modified or waived except in a written document, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and without effect. If there is a conflict between the terms of this Agreement and the terms of a Schedule, the terms of this Agreement shall control unless the Schedule expressly identifies the term(s) of this Agreement being varied.

(g) **Applicable Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Oregon, without regard to its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply this Agreement. The parties submit to the jurisdiction of the state and federal courts sitting in Clackamas County, Oregon, and agree that such courts shall have sole and exclusive jurisdiction over any and all disputes and causes of action involving such parties that arise out of or in connection with this Agreement. In any action brought by a party related to this Agreement, in addition to any other rights and remedies it may have, the prevailing party shall be entitled to collect from the other party its reasonable litigation costs and attorney's fees and expenses.

(h) **Force Majeure.** Except for Client's payment obligations, each party shall be excused from performance and shall not be liable for any delay or failure to perform caused by an event outside the reasonable control of such party, including without limitation war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, failure of third-party systems, failure by Customer to perform its obligations under this Agreement (including without limitation failure by Client to provide full and appropriate access to covered equipment), act of public enemy, failure of the Internet, act of any government affecting the terms hereof, explosion, hurricane, earthquake, pandemic, epidemic, flood or other act of God.

(i) **Third-party Beneficiaries.** There are no intended third-party beneficiaries of this Agreement, and nothing in this Agreement may be relied upon by, or shall benefit, any party other than Polar Systems and Client.

(j) **Severability.** If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability shall not affect the other provisions of the Agreement and all provisions not affected shall remain in full force and effect. Both parties will attempt to substitute with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

(k) **Headings and Counterparts.** Headings to clauses are for ease of reference only and will not affect the interpretation of this Agreement. This Agreement may be executed in any number of counterparts and by the parties upon different counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same agreement.

(l) **Electronic Signatures.** The parties agree that this Agreement and all Schedules may be submitted and signed electronically by digital signatures or other electronic manifestation of acceptance. Such signatures will be fully binding on the parties, in the same manner as if physically signed and submitted by a party. Each party waives any objection that its digital signatures and acceptances are not valid.