

INTRALINKS ISV INTEGRATION PROGRAM TERMS

These Integration Program Terms apply to the Agreement that is made effective as of the date (the "Effective Date") on which the application to join the Intralinks ISV Integration Program by the applicant identified on the application ("ISV") is accepted by Intralinks, Inc., located at 500 Totten Pond Road, 2nd Floor, Waltham, MA 02451 ("Intralinks"), each of ISV and Intralinks being a "Party", and together the "Parties".

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with Intralinks or ISV, as the case may be.

"Agreement" means this Integration Program Agreement, including any Program Guide, addenda, or supplements referencing this Agreement.

"API" means Intralinks' public-facing Intralinks RESTful API, as made available to ISV pursuant to this Agreement, including any updates thereto that Intralinks may make available to ISV from time to time.

"Work Order" means the work order or other form executed by the parties forming ISV's application to join the Program.

"Authorized End User" means a legal or natural person that has been (i) invited by a Client to access any Client Data that is hosted on the Intralinks Platform on behalf of Client, and (ii) authorized by Intralinks to access such Client Data by means of the Integration Gateway in connection with receipt of the ISV Solution. In relevant cases, an Authorized End User may also be a Client.

"Claim" means any allegation, claim, dispute, request, inquiry, suit, investigation or other proceeding asserted or threatened by any person or entity (including any government authority) arising out of the subject matter of, or in any way related to, this Agreement.

"Client" means a customer of Intralinks that has contracted with Intralinks for the provision of the Intralinks for the secure storage and/or sharing of Client Data.

"Client Data" means (a) any printed, electronic, or digital document, file, or content that is uploaded, transmitted, or copied to the Intralinks Platform by or on behalf of a Client or any party authorized to do so by Client; and (b) any modification, adaptation, or version of such content, any excerpt or portion extracted or derived from such content (whether manually or through automated means), any data or metadata extracted or derived from the foregoing, and any derivative work based on or incorporating any of the foregoing, in each case whether or not such modification, excerpt, extracted data, or derivative work remains on the Intralinks Platform.

"Confidential Information" means any and all information in any form disclosed directly or indirectly by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with this Agreement, including, without limitation, Intralinks Technology, and any information relating to the business, operations, technology, properties, employees, and clients of the Disclosing Party. It excludes Client Data.

"End User Agreement" means the terms applicable to access to the Intralinks Platform by end users as published at <https://www.intralinks.com/eula> or at such other location as may be communicated by Intralinks from time to time.

"Feedback" means any suggestions, ideas, modifications, feedback, error identifications, or other information related to the Intralinks Platform or the Program provided by ISV to Intralinks.

"Integration" means any integration, connector, plugin, skill, or application developed by ISV to enable or improve the interoperability of the ISV Solution with the Intralinks Platform via an Integration Gateway.

"Integration Gateway" means the MCP Server, the API or such other technology as Intralinks may make available from time to time to ISV for the purpose of enabling the interoperability of the ISV Solution with the Intralinks Platform pursuant to the Program.

"Intralinks Platform" means Intralinks' generally available products and services, including its proprietary software and the Integration Gateway but excluding third-party software or services made available through the Intralinks Platform.

"Intralinks Technology" means all websites, applications, computer code, software, hardware, systems, networks, interfaces, processes, methodologies, know-how, algorithms, tools, trade secrets, techniques, designs, inventions, and other tangible or intangible technical material or information used by Intralinks to provide the Intralinks Platform, including the Integration Gateway, and all enhancements, modifications, and derivative works thereof.

"ISV Solution" means ISV's products and services, including ISV's proprietary AI software, models, algorithms, and any related documentation provided by ISV.

"Losses" means any and all compensatory, direct, indirect, special, incidental, consequential, punitive, exemplary, enhanced, or other damages, settlement payments, attorneys' fees, costs, damages, charges, expenses, interest, fines, penalties, assessments, applicable taxes, or other monetary expenses of any kind.

"MCP Server" means the model context protocol server operated by Intralinks through which ISV may integrate the ISV Solution with the Intralinks Platform, enabling AI-powered functionality, data exchange, and interoperability between the ISV Solution and the Intralinks Platform.

"Model Output" means any data, content, predictions, recommendations, classifications, or other output generated by the ISV Solution, including any output derived from processing data accessible via the Intralinks Platform.

"Program" means the Intralinks Integration Program as described in this Agreement and the Program Guide.

"Program Fees" means the fees payable by ISV for membership of the Program.

"Program Guide" means the guide to the Program setting out membership entitlements, features, requirements, and technical specifications applicable to ISV's participation in the form as made available by Intralinks from time to time and incorporated by reference into this Agreement.

"Work Order" means the work order or other form executed by the parties forming ISV's application to join the Program.

2. PROGRAM; ACCEPTANCE

2.1 Program Overview. The Program is a framework for Intralinks and ISV to collaborate to enable the interoperability of the Intralinks Platform and the ISV Solution through the Integration Gateway. Operational details of the Program are described in the Program Guide.

2.2 Acceptance. Intralinks may accept or reject ISV's application to participate in the Program in its sole discretion.

2.3 Program Updates. Intralinks may update the Program Guide from time to time; provided, however, that changes to the Program Guide take effect from the date of posting only (or from such later date as may be specified for a particular change in the Program Guide) and do not apply retroactively. If any update to the Program Guide is unacceptable to ISV, it may terminate its participation in the Program by notice in accordance with Section 10.2, in which case the notice period otherwise required by that clause may be reduced at ISV's election.

3. FEES; TAXES

3.1 Fees. ISV shall pay to Intralinks any Program Fee specified in the Work Order by the due date specified therein. All payments are non-refundable except to the extent expressly provided otherwise in this Agreement.

3.2 Taxes. Fees and charges payable under this Agreement exclude applicable local, state, federal, or foreign taxes, levies, or duties of any nature, including, but not limited to, VAT and withholding taxes, which may be invoiced to ISV. ISV shall be responsible for the payment of all taxes associated with its participation in the Program (other than taxes on Intralinks' income).

4. INTEGRATION/DEVELOPMENT

4.1 License to Use Intralinks Technology. Subject to the terms and conditions of this Agreement, Intralinks hereby grants ISV a limited, non-exclusive, non-transferable, revocable right during the term of this Agreement to access and use the Intralinks Technology that is made available by Intralinks to ISV from time to time and the Integration Gateway tooling, specifications, and related documentation provided by Intralinks solely for the purpose of developing, testing, and operating the Integration to enable interaction and communication between the ISV Solution and the Intralinks Platform via the Integration Gateway. ISV's exercise of the foregoing rights is subject at all times to compliance with this Agreement and any applicable technical documentation provided by Intralinks.

4.2 Integration Development. ISV shall develop the Integration. The Parties shall collaborate to test the functioning of the Integration with the Intralinks Platform. ISV shall be responsible for maintaining and providing technical support for the Integration. For the avoidance of doubt, any guidance, technical assistance, or consultation provided by Intralinks to ISV in connection with the development or integration of the Integration does not constitute a code review or an acceptance of responsibility by Intralinks for any ISV-developed code, AI models, or integrations, and Intralinks accepts no liability for any code, AI models, or Integrations developed by ISV, whether or not such guidance or assistance was provided by Intralinks.

4.3 ISV Solution. ISV is solely responsible for the delivery, performance and output of the ISV Solution.

4.4 Restrictions on Use. ISV shall not: (a) use access to the Integration Gateway, the Intralinks Technology, or any information obtained therefrom to build, operate, market, or distribute any product or service that competes with any of Intralinks' offerings; (b) permit any employee, representative, contractor, or agent of any entity that directly competes with Intralinks to use, copy, view, or otherwise access the Integration Gateway or the Intralinks Technology in any manner; (c) sublicense, lease, rent, assign, distribute, repackage, rebrand, or otherwise transfer or disclose details of or access to the Integration Gateway or the Intralinks Technology or any portion thereof (including any access credentials used in connection with the Integration Gateway) to any third party except as expressly permitted in this Agreement; or (d) share, disclose, or otherwise make available any access credentials for the Integration Gateway to any person other than ISV's authorized personnel who require such access for the purpose of developing and operating the Integration in accordance with this Agreement.

4.5 Integration Security. ISV shall immediately notify Intralinks upon becoming aware of any known or suspected security flaw, vulnerability, or deficiency in the ISV Solution, the Integration, or any component thereof that affects or could potentially affect the Integration Gateway, the Intralinks Platform, or any data accessible therethrough, regardless of whether such flaw, vulnerability, or deficiency has been exploited or has resulted in an actual breach.

5. INTEGRATION GATEWAY ACCESS; CLIENT DATA

5.1 Access to Intralinks Platform. Intralinks may make access to the Intralinks Platform available to ISV via the Integration Gateway where ISV is acting on behalf of an Authorized End User within the scope of its End User Agreement, solely for the purpose of ISV providing the ISV Solution to that Authorized End User. Any access to the Intralinks Platform is in accordance with the End User Agreement.

5.2 Client Data; Ownership and Use. Intralinks may provide access under the Program to Client Data that is stored on the Intralinks Platform. Any such access is provided solely at the instruction of the relevant Client and may be withheld, varied or withdrawn by Client at any time. Access may additionally be conditioned on the payment of access fees to Intralinks and acceptance of applicable terms by the relevant Authorized End User. All rights in and responsibility for the Client Data are Client's. Intralinks makes no express or implied warranty, and accepts no liability of any kind for the accuracy, integrity, completeness or availability of any Client Data. ISV acquires no right or license in any Client Data pursuant to this Agreement. Any right to use Client Data is subject to the terms agreed between Client and the Authorized End User to which ISV is providing the ISV Solution.

5.3 Data Use. Any Client Data accessible to the ISV through the Integration Gateway shall be used solely for the purpose of providing the ISV Solution's intended functionality to the Authorized End User [as described in ISV's application to participate in the Program].

5.4 Data Security. ISV shall implement and maintain appropriate technical and organizational security measures to protect any data accessed through the Integration Gateway in accordance with industry best practices, all applicable laws and regulations. Without prejudice to any contractual or regulatory duty it may have to notify Authorized End User and/or Client, ISV shall promptly notify Intralinks in writing upon becoming aware of any security breach, unauthorized access, or other incident affecting data accessed through the Integration Gateway.

5.5 Data Privacy. For the avoidance of doubt, neither party processes Client Data (including personal data) on behalf of the other. Intralinks processes Client Data only in accordance with the instructions of the relevant Client. If ISV processes Client Data, it does so only on behalf of an Authorized End User and in accordance with any agreement between that Authorized End User and the relevant Client.

6. MARKETING AND PUBLICITY

6.1 Approval Required. Except as otherwise expressly provided in this Agreement, neither Party shall, nor authorize, assist, or permit another party to, originate or produce, any written publicity, news release, marketing collateral, or other publication or public announcement relating to this Agreement, ISV's participation in the Program, or the other Party's products or services without the prior written approval of the other Party.

6.2 No Endorsements. Unless otherwise expressly authorized by Intralinks in writing, ISV shall not, and shall ensure that its employees, contractors, and agents shall not, purport to take on any obligation or responsibility, or make any representations, warranties, guarantees, or endorsements to anyone: (a) on behalf of Intralinks or any of its Affiliates; or (b) regarding the Intralinks Platform or any Intralinks services or technology. Intralinks does not, and is not obligated to, approve, certify, endorse, warrant, or guarantee the ISV Solution or the Integration. Unless expressly agreed by the Parties in writing, ISV shall not state or imply that either the ISV Solution or the Integration has been developed, endorsed, certified, tested, reviewed, or otherwise approved by Intralinks.

7. INTELLECTUAL PROPERTY

7.1 Ownership. As between the Parties: (i) Intralinks owns and retains all right, title, and interest in and to the Intralinks Platform, the Integration Gateway, and the Intralinks Technology; (ii) ISV retains all right, title, and interest in and to the ISV Solution, including ISV's AI models, algorithms, and documentation, and derivative works thereof, and anything developed or delivered by ISV under this Agreement; and (iii) neither Party claims any ownership rights in respect of Client Data.

7.2 No Assignment. Neither Party makes any assignment of intellectual property rights of any sort under this Agreement.

7.3 Feedback. To the extent ISV provides Feedback to Intralinks, ISV hereby grants to Intralinks a fully paid-up, irrevocable, perpetual, worldwide, non-exclusive license, with the right to grant sublicenses, to use such Feedback to improve the Intralinks Platform and the Program and to use, reproduce, prepare derivative works of, perform, display, make, sell, and otherwise distribute products and services incorporating such Feedback.

8. TRADEMARK USAGE

8.1 License to ISV. During the term of this Agreement, solely for the purpose of referring to ISV's participation in the Program and the marketing and deployment of the Integration, Intralinks grants ISV the non-exclusive, terminable right and license to use the trade names, trademarks, signs, or logos as described by Intralinks in the Program Guide (collectively, the "Intralinks Marks"). ISV agrees to abide by all Intralinks trademark and brand guidelines set out in the Program Guide or otherwise communicated in writing by Intralinks from time to time.

8.2 License to Intralinks. During the term of this Agreement, solely for the purpose of referring to ISV's participation in the Program and the marketing and deployment of the Integration Gateway and the Intralinks Platform, ISV grants to Intralinks the non-exclusive, terminable right and license to use ISV's

trade names, trademarks, and logos (collectively, the "ISV Marks"). Intralinks agrees to abide by all trademark and brand guidelines communicated in writing by ISV from time to time.

9. CONFIDENTIALITY

9.1 Obligations. The Receiving Party agrees that it shall use the Disclosing Party's Confidential Information exclusively for the performance of this Agreement. The Receiving Party shall use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own Confidential Information of like nature, but under no circumstances less than a reasonable degree of care. The Receiving Party may disclose the Disclosing Party's Confidential Information: (a) to the Receiving Party's employees, agents, subcontractors, or consultants on an as-needed basis, provided such persons have confidentiality obligations consistent with this Section 9; (b) to the extent required by a court order, legal process, governmental regulation, or applicable law, provided that the Party required to disclose the information provides prompt advance written notice thereof (to the extent permitted by law) to the other Party; or (c) otherwise solely as expressly authorized in writing by the Disclosing Party.

9.2 Exceptions. Confidential Information does not include any information that the Receiving Party can demonstrate by its written records: (a) was known to it prior to the information's disclosure in connection with this Agreement; (b) is or becomes known publicly through no wrongful act or omission of the Receiving Party; (c) was rightfully received from a third party under no confidentiality obligation; or (d) was independently developed by the Receiving Party without the use of any Confidential Information or breach of this Agreement.

9.3 Injunctive Relief. The Receiving Party acknowledges and agrees that the use or disclosure of any Confidential Information in breach of this Section 9 would cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate. Accordingly, each Party agrees that, in addition to any remedies available at law or in equity, the Disclosing Party shall have the right to seek immediate injunctive relief, without the necessity of posting a bond or other security, in the event of a breach or threatened breach of this Section 9 by the Receiving Party.

9.4 Return or Destruction. Upon the Disclosing Party's request, all Confidential Information of that Party will be returned or destroyed and the Receiving Party will provide written certification of such destruction.

10. TERM; TERMINATION; EFFECT OF TERMINATION

10.1 Term. This Agreement begins on the Effective Date and, unless terminated earlier as provided herein, will continue in effect for an initial term of one (1) year, and will then automatically renew on the then-current terms and conditions (including the then-current Program Guide) for subsequent one (1) year terms, unless either Party provides the other Party with notice of non-renewal prior to the then-current Agreement expiration date.

10.2 Termination for Convenience. Either Party may terminate this Agreement at any time without cause upon thirty (30) days' written notice.

10.3 Termination for Cause. Intralinks may terminate this Agreement immediately by written notice to ISV if: (a) ISV merges with, acquires, is acquired by, or otherwise comes to be under common control with a competitor of Intralinks, or ISV attempts to assign any of its rights or delegate any of its obligations under this Agreement without Intralinks' prior written consent; (b) Intralinks reasonably believes that ISV has disparaged or made any misrepresentations about Intralinks or its Affiliates or about the Intralinks Platform or this Agreement; (c) ISV becomes insolvent, subject of a petition in bankruptcy, or makes an assignment for the benefit of creditors; or (d) ISV breaches any material obligation under this Agreement and fails to cure such breach within ten (10) days after receipt of notice describing the breach in reasonable detail. In the case of non-curable breaches, this Agreement may be terminated immediately upon notice from Intralinks.

10.4 Effect of Termination. In the event of any expiration or termination of this Agreement: (a) all rights and licenses granted to ISV under this Agreement, including any licenses to the Intralinks Technology and to access the Integration Gateway, will terminate immediately; (b) ISV shall promptly discontinue all use of Integration Gateway and the Intralinks Platform; and (c) ISV shall immediately cease all access to any Client Data or other data obtained through the Integration Gateway. Where Intralinks

terminates this Agreement without cause under Section 10.2 ISV may request a refund of any prepaid Program Fees for the unexpired portion of any term. No refund of Program Fees is due in the event of any other termination.

10.5 Survival. The following Sections shall survive any termination or expiration of this Agreement: 1 (Definitions), 3 (Fees; Taxes), 4.5 (Integration Security), 5.3 (Data Use), 5.4 (Data Security), 5.5 (Data Privacy), 7 (Intellectual Property), 9 (Confidentiality), 10.4 (Effect of Termination), 12 (Disclaimer of Warranties), 13 (Limitation of Liability; Indemnification), 14 (Relationship), and 16 (General). Termination or expiration of this Agreement shall not relieve either Party of any obligation or liability accrued prior to such termination or expiration.

11. SUSPENSION

11.1 Suspension of Access. If ISV is in breach of any provision of this Agreement, in addition to any other rights or remedies available to Intralinks hereunder or at law or in equity, Intralinks may suspend ISV's access to the Integration Gateway, without liability to ISV, until such breach is remedied or this Agreement is terminated; provided that prior to any suspension under this Section, Intralinks has provided ISV at least five (5) business days' prior written notice of its intention to suspend access. Notwithstanding the foregoing notice requirement, Intralinks may suspend ISV's access to the Integration Gateway immediately and without prior notice where Intralinks in its sole discretion suspects a security attack or threat to the stability or operation of the Intralinks Platform or the Integration Gateway originating from ISV's access credentials, the Integration, or the ISV Solution or if Intralinks in its sole discretion suspects that ISV's continuing access to the Integration Gateway poses a risk to the integrity or confidentiality of any Client Data. In such event, Intralinks shall notify ISV of the suspension and the reasons therefor as soon as reasonably practicable following such suspension.

12. DISCLAIMER OF WARRANTIES

12.1 Warranty. Each Party represents and warrants to the other Party that: (i) it has full power and authority to enter into and perform its obligations under the Agreement; (ii) the execution, delivery, and performance of the Agreement does not and will not violate (a) any judgment, decree, or order; or (b) any contract, agreement, or other undertaking, applicable to it, and (iii) it will comply with all applicable laws with respect to its performance of the Agreement.

12.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 12.1, INTRALINKS MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND REGARDING THE PROGRAM, THE INTRALINKS TECHNOLOGY, THE INTEGRATION GATEWAY, OR ANY BENEFITS PROVIDED TO ISV UNDER THE PROGRAM AND SPECIFICALLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. INTRALINKS DOES NOT WARRANT THAT THE INTRALINKS PLATFORM, THE INTEGRATION GATEWAY OR ACCESS TO EITHER OF THEM WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE OR RELIABLE. ACCESS TO THE INTEGRATION GATEWAY IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS.

13. LIMITATION OF LIABILITY; INDEMNIFICATION

13.1 Limitation of Liability; ISV Indemnification. Notwithstanding anything in this Agreement to the contrary, Intralinks shall not be liable to ISV for any action or inaction of Intralinks except to the extent of direct Losses finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence, willful misconduct, or fraud of Intralinks in the performance of Intralinks' duties or obligations under this Agreement. Under no circumstances shall Intralinks be liable to ISV for Losses that are indirect, special, incidental, consequential, punitive, exemplary, or enhanced or that represent lost profits, opportunity costs, or diminution of value. ISV shall indemnify, defend, and hold harmless Intralinks from and against Losses (including legal fees and costs to enforce this provision) that Intralinks suffers, incurs, or pays as a result of any Claim asserted by a third party (including, without limitation, a Client or Authorized End User) or Claims among the Parties. Any expenses (including legal fees and costs) incurred by Intralinks in defending or responding to any Claims (or in enforcing this provision) shall be paid by ISV on a quarterly basis prior to the final disposition of such matter upon receipt by ISV of an undertaking by Intralinks to repay such amount if it shall be determined that Intralinks is not entitled to be indemnified. The maximum amount of cumulative liability of Intralinks to ISV for Losses arising out of the subject matter of, or in any way related to, this Agreement shall not

exceed the fees paid by ISV to Intralinks under this Agreement for the most recent twelve (12) months immediately preceding the date of the event giving rise to the Claim.

14. RELATIONSHIP

14.1 Non-Exclusivity. Each Party acknowledges that the rights granted under this Agreement are non-exclusive, and that either Party is free to enter into similar agreements and/or arrangements with third parties. Nothing in this Agreement will be construed as to preclude either Party from developing, using, marketing, or otherwise exploiting products, services, hardware, software, or other intellectual property that may be competitive with the other Party, provided that the other Party does not use or reference any Confidential Information or intellectual property of the other Party in such activities.

14.2 Independent Contractors. The Parties are independent contractors with respect to each other and the Program in no way creates a partnership, joint venture, or alliance between the Parties or any joint liability. Neither Party has, nor represents that it has, any power, right, or authority to bind the other Party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party or in the other Party's name for any purpose whatsoever.

14.3 Expenses. Except as otherwise agreed in writing by the Parties, each Party will bear its own expenses in exercising its rights or performing its obligations under this Agreement.

15. NON-SOLICITATION

During the term of this Agreement and for six (6) months afterwards, neither Party may solicit any employee of the other who is or has been engaged in the relationship governed by this Agreement, provided that this shall not prevent a Party from offering employment to an individual who responds to a general public advertisement for employment which is not specifically directed at employees of the other Party.

16. GENERAL

16.1 Export Compliance. Use of the Integration Gateway and access to any Client Data may be subject to export laws, sanctions, and regulations of the United States and other jurisdictions. As between the Parties, ISV shall be solely responsible for obtaining any necessary export license or other approval to access or transfer Client Data or otherwise use the Integration Gateway. ISV represents that it will not access or use the Integration Gateway in a United States embargoed country or in violation of any applicable export law or regulation.

16.2 No Improper Payments. The Parties shall comply with the U.S. Foreign Corrupt Practices Act and similar laws of other jurisdictions. The Parties shall not offer, promise, approve, or make payments, gifts, or provide anything of value to foreign government officials or private parties for the purpose of influencing such individuals to obtain or retain business.

16.3 Force Majeure. Any delay in or failure of performance by either Party under this Agreement (except for obligations to make payments) shall not be considered a breach and shall be excused to the extent caused by any event beyond the reasonable control of such Party including, but not limited to, acts of God, acts of terrorism, natural disasters, pandemics, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, and power outages (a "Force Majeure Event"). If a Force Majeure Event prevails for a continuous period of more than thirty (30) consecutive days, the Party not affected may terminate this Agreement by giving fourteen (14) days' prior written notice to the other Party.

16.4 Notices. Notices to Intralinks shall be sent to the attention of Legal Counsel at the address set forth above or to il-legalnotices@sscinc.com. All notices shall be in writing and shall be deemed given upon receipt. Either Party may change its address for notice by giving notice of such address change in the manner provided herein.

16.5 Modification. No variation of or amendment to this Agreement shall be effective unless made in writing and signed by authorized representatives of the Parties; provided, however, that Intralinks may update the Program Guide and any technical specifications in accordance with Section 2.3.

16.6 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by ISV, in whole or in part, whether directly or by operation of law, without the

prior written consent of Intralinks. Intralinks may assign or otherwise transfer this Agreement: (a) to a successor in the event of a change in control of Intralinks; (b) to an Affiliate; or (c) in connection with an assignment or other transfer of a material part of Intralinks' business. Any attempted assignment prohibited by this Agreement shall be null and void.

16.7 Severability. If any court of competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

16.8 Waiver. No failure or delay of either Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of either Party's right to demand compliance with the terms of this Agreement. Any waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.

16.9 Entire Agreement. This Agreement contains the complete, full, and exclusive agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, representations, warranties, proposals, and negotiations, if any, related to the subject matter hereof. Each Party acknowledges and accepts that, in entering into this Agreement, it has not relied upon any representation, undertaking, or promise except as set out herein.

16.10 Governing Law; Jurisdiction. This Agreement is governed by and is to be construed in accordance with the laws of the State of New York. The Parties hereby agree to use good faith efforts to resolve any dispute of any kind or nature whatsoever arising out of or in relation to this Agreement, prior to the commencement of any litigation. The Parties irrevocably agree to submit to the exclusive jurisdiction of the state and federal courts located in New York County, New York, for the adjudication of any case or controversy arising out of or in connection with this Agreement. ISV shall pay all of Intralinks' attorney's fees and other costs incurred by Intralinks to enforce this Agreement or to collect any fees or charges due Intralinks under the Agreement.
