

TERMS OF USE

Effective Date: 06/09/2022

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR WEBSITE OR ANY MOBILE APPLICATIONS.

The materials on this website are provided by Windham Venture Management, LLC (“**Windham**,” “**we**” or “**us**”). The Windham Venture Management, LLC website at <https://windhamvp.com> (including all content under the “windhamvp.com” domain name) is owned by Windham Venture Management, LLC, and is referred to herein as the “**Website**.” The services that we may provide to you via the Website or any mobile application (“**App**”), as well as the Website and App, are referred to herein as the “**Services**.” By accessing and using any of the Services, you are agreeing to be legally bound by the terms and conditions of this Agreement. Use of and access to the Services is subject to the terms of this Agreement and all applicable laws and regulations. Please read this Agreement carefully. **If you do not agree and consent to this Agreement, please do not use the Services.** If you are accepting this Agreement on behalf of a legal entity other than yourself as an individual, including a business or a government, you represent and warrant that you have full legal authority to bind such entity to this Agreement. You and Windham may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

1. IMPORTANT NOTICES

(a) By using and/or visiting the Services, you represent that you have read, understand, and agree to all the terms and conditions of this Agreement, including our [Privacy Policy](#) (“**Privacy Policy**”) incorporated herein by reference. This Agreement and its Privacy Policy are subject to the provisions of the European Union (“**EU**”) General Data Protection Regulation (“**GDPR**”), the California Consumer Privacy Act (“**CCPA**”) and other applicable privacy laws. Under the GDPR, we are a data “**Controller**” and you are a “**Data Subject**” with certain protected privacy rights concerning your “**Personal Data**.” Personal Data may also be referred to as Personally Identifiable Information (“**PII**”).

(b) We reserve the right to change, modify, add to, or otherwise alter this Agreement at any time, or to change or discontinue any aspect or feature of the Services without notice to you. We may further: (a) change our Services access and use procedures, documentation, security procedures and equipment standards, (b) change the type and location of our system equipment, facilities or software, or (c) modify or withdraw any Services component, or any of our databases, materials, products or systems. We reserve the rights to terminate access to the Services or take other actions we reasonably believe necessary to comply with the law or protect our rights or those of our users. Such changes, modifications, additions or deletions shall be effective immediately upon their availability via the Services. Any access or attempt to access or use the Services for any unauthorized or illegal purpose is strictly prohibited. You agree to review this Agreement periodically to be aware of such revisions. Your use of the Services after we post such changes, modifications, additions or deletions constitutes your acceptance of such changes, modifications, additions or deletions. **Notwithstanding the foregoing, we will notify you via email regarding any changes in the Privacy Policy, if you have provided your email address to us.**

(c) **THIS AGREEMENT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER. WHERE PERMITTED BY LAW, YOU UNDERSTAND AND AGREE TO SUBMIT TO ARBITRATION PROCEEDINGS TO SETTLE**

ANY DISPUTES HEREUNDER, THAT SUCH ARBITRATION WILL BE IN LIEU OF LITIGATION, AND EACH PARTY HEREBY WAIVES THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL IN FAVOR OF THE ARBITRATION PROCEEDING EXCEPT AS PERMITTED UNDER THIS AGREEMENT.

2. LICENSE GRANT; LIMITATIONS

(a) Subject to the terms of this Agreement, we hereby grant you a limited, terminable, non-sublicensable, non-transferable, non-exclusive right to access and use the Services that are intended for public display or access, on a personal computer or mobile device owned or controlled by you. Any rights not explicitly granted in this Agreement are strictly withheld and reserved by us.

(b) You agree that (i) except in your normal use of the Services, you will not copy or distribute any part of the Services in any medium without our prior written authorization; (ii) you will not alter or modify any part of the Services other than as is necessary to use the Services for their intended purposes; and (iii) you will otherwise comply with this Agreement.

(c) We shall have no obligation to support your use of the Services in the event that: (i) you modify the Services (or any component thereof) without our prior written consent; (ii) you experience any error caused in whole or in part by persons other than us (including without limitation, your failure to properly enter or transmit data); or (iii) you experience any error caused in whole or in part by your use of the Services in association with operating environments and platforms other than those that we support.

(d) To the extent that the Services incorporate any third-party products, then, in addition to the terms set forth herein, you must comply with any additional terms, restrictions or limitations applicable to such third-party products. We have the right to subcontract performance of hosting and other services, in which event the service levels provided by the applicable third-party providers will be incorporated herein by reference.

(e) You shall procure, install and maintain all client-side equipment, data plans, Internet connections and other hardware necessary for you to connect to and access the Services. We are not responsible for equipment defects, lack of service, or other issues arising from third party services or equipment. You are responsible for all applicable data plan fees, subscription charges or other fees of any kind whatsoever that may be required by your carrier in order to access the Services.

3. RESTRICTIONS

(a) You agree that you will not violate any applicable law or regulation in connection with your use of the Services.

(b) You agree that you will not distribute, upload, make available or otherwise publish through the Services any suggestions, information, ideas, comments, causes, promotions, documents, questions, notes, plans, drawings, proposals, graphics, text, information, links, profiles, personal information, name, likeness, audio, photos, software, music, sounds, video, comments, messages, posts, tags or similar materials ("**Submissions**") that:

- are unlawful or encourage another to engage in anything unlawful;
- contain a virus or any other similar malicious software that may damage the operation of our or another's computers;
- infringe upon any copyright, patent, trademark, trade secret, right of privacy, right of publicity or other right of any person or entity;

- are false, inaccurate, fraudulent or misleading; or
 - are libelous, defamatory, obscene, inappropriate, abusing, harassing, threatening or bullying.
- (c) You further agree that you will not do any of the following:
- modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Services;
 - interfere with or disrupt the operation of the Services, including restricting or inhibiting any other person from using the Services by means of hacking or defacing;
 - transmit to or make available in connection with the Services any denial-of-service attack, virus, worm, Trojan horse or other harmful code or activity;
 - attempt to probe, scan or test the vulnerability of the Services or to breach our security or authentication measures;
 - take any action that imposes an unreasonable or disproportionately large load on our infrastructure, as determined in our sole discretion;
 - harvest or collect the email addresses or other Personal Data of other users of the Services;
 - scrape or collect any content from the Services via automated means;
 - submit or post false, incomplete or misleading information to the Services, or otherwise provide such information to us; or
 - impersonate any other person, entity or business.

(d) In addition, we reserve the right to review, edit or remove any Submissions, however, we are not required to routinely screen, monitor or review Submissions on the Services. **YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY SUCH SUBMISSIONS, AND YOUR RELIANCE ON ANY INFORMATION CONTAINED THEREIN IS AT YOUR OWN RISK.**

(e) You agree that you are not licensed or permitted to access any portion of the Services that we have not made public or accessible to users (whether registered or not), and you may not attempt to override any security measures in place on the Services.

(f) Notwithstanding the foregoing rules of conduct, our unlimited right to terminate your access to the Services shall not be limited to violations of this Restrictions section.

4. SUBMISSIONS

(a) You are under no obligation to submit anything to us, and unless otherwise noted, we will not claim ownership of your Submissions. In order for us to provide the Services to you or to promote our Services, however, we require your permission to process, display, reproduce and otherwise use Submissions you make available to us. Therefore, if you choose to submit any Submissions (including your name, likeness and other Personal Data) to the Services, or otherwise make any Submissions available through the Services, you hereby grant to us a perpetual, irrevocable, transferrable, sub-licensable, non-exclusive, worldwide, royalty-free license to reproduce, use, modify, display, perform, distribute, translate and create derivative works from any such Submissions for purposes of providing, using, improving or promoting the Services.

(b) Notwithstanding the foregoing grant, as further identified in the Privacy Policy, Personal Data that you upload or make available for the purpose of using the Services (such as

financial information and similar data) will only be used by us for the purpose of providing the Services to you.

(c) By submitting any Submissions to us, you hereby agree, warrant and represent that: (a) your provision of the Submissions does not violate any third party's rights; (b) all such Submissions are accurate and true; and (c) you are not entitled to compensation or attribution from us in exchange for the Submissions.

(d) You acknowledge that except to the extent that we process and store your Submissions as part of the Services, we are under no obligation to maintain any Submissions that you submit, post or make available to the Services. We reserve the right to withhold, remove and or discard any such materials at any time.

5. ELECTRONIC COMMUNICATIONS; TRANSACTIONS

Because we operate the Services on the Internet, you consent to transact business with us electronically in order to use the Services. As part of such business, you also consent to our communicating disclosures and other information electronically. Under this Agreement, you agree to electronically receive all documents, communications, notices, disclosures, contracts, and agreements arising from or relating to your use of the Services, including your registration through our Services (each, a "**Disclosure**"). We will provide all Disclosures to you electronically through the Services or via electronic mail to the email address you provided.

6. INFORMATION SHARED THROUGH THE SERVICES

You understand that by sharing information via the Services, and requesting information to be sent through the Services, you may be revealing information about yourself and/or your business that you may include or that may be generated by the Services. You understand and acknowledge that you are fully aware and responsible for the impact of sharing such materials, and you agree that we are not responsible or liable in any way in connection with such sharing.

7. LINKS TO THIRD PARTY WEBSITES

For your convenience, the Services may contain links to the websites of third parties from which you may be able to obtain information or use services. For example, we may provide links to social media sites (e.g., Twitter). Except as otherwise noted, such third-party websites, and such information and services are provided by organizations that are independent of us. We do not make any representations or warranties concerning such websites. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, we cannot censor or edit the content of any third-party site. Therefore, we make no representation as to the accuracy or any other aspect of the information contained in or on such websites, sources or servers. Any linking to or from any such off-site pages or other websites by you is at your own risk. By using the Website, you expressly relieve us from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave our Services, and to read the agreements and privacy policy of each other website that you visit.

8. OUR INTELLECTUAL PROPERTY

(a) Our graphics, logos, names, designs, page headers, button icons, scripts and service names are our trademarks, trade names and/or trade dress. The "look and feel" of the Services (including color combinations, button shapes, layout, design and all other graphical elements) are protected by international copyright and trademark laws. All product names, services names, trademarks and service marks within the Services ("**Marks**") are either our

property or the property of their respective owners, as indicated. You may not use the Marks for any purpose whatsoever other than as permitted by this Agreement.

(b) You acknowledge that i) the software used to provide the Services, and all enhancements, updates, upgrades, corrections and modifications to such software (the “**Software**”), ii) all copyrights, patents, trade secrets, or trademarks or other intellectual property rights protecting or pertaining to any aspect of the Software (or any enhancements, corrections or modifications) and iii) all documentation therefor, are the sole and exclusive property of us and/or our licensors. This Agreement does not convey title or ownership to you, but instead gives you only the limited use rights set forth herein. To the extent that you gain access to or receive any copies of the Software, you agree that you will delete such copies of the Software upon any termination of this Agreement, termination of your use of the Services, or at our request.

(c) You acknowledge our proprietary rights in the Services and associated documentation and materials, and shall protect the proprietary nature thereof. If you suggest any new features, functionality or performance for the Services that we subsequently incorporate into the Services (or any other software or service), you hereby acknowledge that (i) we shall own, and have all rights to use such suggestions and the Services incorporating such new features, functionality or performance; and (ii) all such suggestions shall be free from any confidentiality restrictions that might otherwise be imposed upon us. You shall not sell, lease, or otherwise transfer or distribute the Services or associated documentation, in whole or in part, without prior authorization in writing from us. In the event of any breach of this paragraph, you agree that we will suffer irreparable harm and shall therefore be entitled to obtain injunctive relief against you.

9. DISCLAIMERS

(a) We do not represent or warrant that access to the Services will be error-free or uninterrupted, and we do not guarantee that users will be able to access or use the Services, or their features at all times. We reserve the right at any time to modify or discontinue (temporarily or permanently) the Services, or any part thereof, with or without notice.

(b) Certain data displayed by the Services rely on the receipt of underlying data from third-party sources. Such data sources may not be real-time or accurate, and there may be delays or inaccuracies in such displayed data.

(c) The Services may contain typographical errors or inaccuracies, and may not be complete or current. We reserve the right to correct any such errors, inaccuracies or omissions, and to change or update information at any time without prior notice.

(d) Although we have the right to review, edit, remove or modify information from or on the Services, we may not screen this material or control the sources of this information, and we do not guarantee the accuracy, suitability, completeness, currency, quality, adequacy or applicability of any such information.

(e) **The materials displayed by the Services, including but not limited to summaries, descriptions, publications and any other such materials, are not intended to and DO NOT constitute legal, financial, investment, business, or professional advice of any kind.** Those accessing the materials displayed by the Services should not act upon them without first seeking relevant professional counsel. The materials should not be used as a substitute for consultation with a professional adviser. You agree that we are not responsible for any financial, business, or legal decisions that you may make.

(f) BY USING THE SERVICES YOU AGREE AND ACKNOWLEDGE THAT WE

PROVIDE THE SERVICES "AS IS" WITHOUT ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. WE AND OUR PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, ACCURACY, SUITABILITY, APPLICABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTIES OF ANY KIND. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY.

(g) USE OF THE SERVICES IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF INACCURACIES, MISREPRESENTATIONS BY USERS, VIRUSES OR OTHER HARMFUL COMPONENTS.

(h) YOU ASSUME THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGE TO YOUR EQUIPMENT WHICH COULD BE CAUSED BY DEFECTS OR DEFICIENCIES IN THE SERVICES, ANY OF OUR INFORMATION, PRODUCTS, SYSTEMS, DATABASES, MATERIALS, OR PART THEREOF.

(i) YOU ACKNOWLEDGE THAT ELECTRONIC COMMUNICATIONS AND DATABASES ARE SUBJECT TO ERRORS, TAMPERING AND BREAK-INS AND THAT WE DO NOT GUARANTEE THAT SUCH EVENTS WILL NOT TAKE PLACE. YOUR INSTALLATION AND INPUTS, AS WELL AS THIRD-PARTY SYSTEMS AND PROCEDURES, MAY INFLUENCE THE OUTPUT AND ERRORS IN ANY ORDER OR ELECTRONIC TRANSMISSION OR COMMUNICATION, AND CAN RESULT IN SUBSTANTIAL ERRORS IN OUTPUT, INCLUDING INCORRECT INFORMATION, ORDERS AND AGREEMENTS. IN ADDITION, ERRORS MAY BE INTRODUCED INTO INFORMATION IN THE COURSE OF THEIR TRANSMISSION OVER ELECTRONIC NETWORKS.

10. LIMITATION OF LIABILITY

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE PROHIBITED BY LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES, LICENSORS OR BUSINESS PARTNERS (COLLECTIVELY, THE "**RELATED PARTIES**") BE LIABLE TO YOU BASED ON OR RELATED TO THE SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SERVICES, EVEN IF WE AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Notwithstanding the foregoing, in the event that a court shall find that any of the above disclaimers are not enforceable, then you agree that neither we nor any of our subsidiaries, affiliated companies, employees, members, shareholders, or directors shall be liable for (1) any damages in excess of the greater of the amounts you have paid to us during the most recent twelve (12) month period or \$100.00, or (2) any indirect, incidental, punitive, special, exemplary or consequential damages or loss of use, lost revenue, lost profits or data to you or any third party from your use of the Services. This limitation shall apply regardless of the basis of your claim or whether or not the limited remedies provided herein fail of their essential purpose.

(c) SOME JURISDICTIONS MAY NOT PERMIT CERTAIN DISCLAIMERS AND LIMITATIONS, AND ANY SUCH DISCLAIMERS OR LIMITATIONS ARE VOID WHERE PROHIBITED.

11. INDEMNIFICATION

(a) You agree to defend, indemnify and hold harmless us and our directors, officers, employees, agents, licensors, advisors, independent contractors and providers (collectively referred to herein as “**Indemnified Parties**”) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney’s fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party right, including without limitation any copyright, property or privacy right; (iv) any allegation that any of your Submissions caused damage to a third party; or (v) any conduct, activity or action that is unlawful or illegal under any state, federal or common law, or is violative of the rights of any individual or entity, engaged in, caused by, or facilitated in any way through the use of the Services.

(b) You further agree that you will cooperate with us as is reasonably required in the defense of any such claims in Section (a). We, on behalf of each of the Indemnified Parties, reserve each Indemnified Party’s right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your foregoing indemnification obligations, and you shall not, in any event, settle any claim or matter without the written consent of us and each of the Indemnified Parties named as a party in such claim.

(c) This defense and indemnification obligation will survive any termination or expiration of this Agreement or your use of the Services.

12. TERM; TERMINATION

(a) The “**Term**” of this Agreement will continue until the Agreement is terminated as provided herein. We reserve the right to terminate this Agreement and/or deny all or some portion of the Services to you or any user, in our sole discretion, at any time. This Agreement shall commence upon our providing you with access to the Services and shall continue until terminated by its terms.

(b) You may terminate this Agreement at any time by ceasing use of the Services. We may terminate this Agreement at any time by denying you access to the Services.

(c) Without limiting the foregoing or assuming any additional legal obligations, we reserve the right to terminate violators of the Copyright Act, in accordance with applicable law. All rights that you grant to us herein related to Submissions shall survive any termination of this Agreement. Further, your representations, warranties and indemnification obligations herein shall survive any termination of this Agreement.

(d) Upon termination of the Agreement for any reason, your right to use the Services shall immediately cease. Termination of this Agreement shall not relieve either Party of any obligation accrued prior to the termination date or which by its nature should survive any termination of this Agreement.

13. CONFIDENTIALITY

(a) The term “**Confidential Information**” means the Services, associated documentation, our pricing, and all other information we disclose to you that is designated as confidential or that by its nature would reasonably be expected to be kept confidential.

(b) Notwithstanding the previous paragraph, our Confidential Information shall not include information that (i) is or becomes publicly available through no act or omission of you; or (ii) was in your lawful possession prior to the disclosure and had not been obtained by you either directly or indirectly from us; or (iii) is lawfully disclosed to you by a third party not bound by a duty of non-disclosure; or (iv) is independently developed by you without access to or use of our Confidential Information.

(c) You agree to hold all Confidential Information in confidence. You agree not to make the Confidential Information available in any form to any third party or to use the Confidential Information for any purpose other than performing your obligations or enjoying your rights under this Agreement. You agree to use the same degree of care in protecting the Confidential Information that you use to protect confidential information of your own of a similar nature and value, but in no event less than a reasonable standard of care to ensure that Confidential Information is not disclosed or distributed by your employees or agents in violation of the provisions of this Agreement. You represent that you have, with each of your employees who may have access to any Confidential Information, an appropriate agreement sufficient to enable you to comply with all of the confidentiality terms hereof.

(d) Notwithstanding the foregoing, you may disclose the Confidential Information to the extent that such disclosure is required by law or court order, provided, however, that you provide us with prior written notice of such disclosure and reasonable assistance in obtaining an order protecting the Confidential Information from public disclosure.

(e) After termination or expiration of this Agreement, you shall return any Confidential Information in your possession or control to us.

14. DISPUTES, GOVERNING LAW AND JURISDICTION

(a) The laws of the State of New York shall govern this Agreement. Any legal proceeding or arbitration shall be held in New York City, New York (the “**Dispute Resolution Location**”). To the extent arbitration does not apply, you agree that any dispute arising out of or relating to the Services or us, may only be brought by you in a state or federal court located in the Dispute Resolution Location. YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN THE DISPUTE RESOLUTION LOCATION.

(b) You agree that any claim or dispute arising out of or relating in any way to your use of the Services or any service provided by us, will be resolved solely and exclusively by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. YOU UNDERSTAND AND AGREE TO SUBMIT TO ARBITRATION PROCEEDINGS TO SETTLE ANY DISPUTES HEREUNDER, THAT SUCH ARBITRATION WILL BE IN LIEU OF LITIGATION, AND EACH PARTY HEREBY WAIVES THE RIGHT TO SUE IN COURT IN FAVOR OF THE ARBITRATION PROCEEDING EXCEPT AS PERMITTED UNDER THIS AGREEMENT.

(c) There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, may award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.

(d) To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our address specified in the Notice section, below.

(e) Arbitration under this Agreement will be conducted by the American Arbitration

Association (“**AAA**”) under its rules then in effect. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

(f) You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we both agree that we have each waived any right to a jury trial.

(g) Notwithstanding the foregoing, you agree that we may bring suit in court to enjoin infringement or other misuse of intellectual property or other proprietary rights.

(h) Any dispute or alleged claim you may have with respect to your access or use of the Services must be commenced within one (1) year after the occurrence of the events leading to the dispute or alleged claim.

15. GENERAL

(a) Relationship Between The Parties. This Agreement shall not be construed as creating any agency, partnership, joint venture, or other similar legal relationship between the Parties; nor will either Party hold itself out as an agent, partner, or joint venture party of the other Party.

(b) Compliance With Law. Each Party shall comply with all applicable laws and regulations of governmental bodies or agencies in its performance under this Agreement.

(c) Waiver. No waiver shall be implied from conduct or failure to enforce rights. No waiver shall be effective unless in a writing signed by both Parties.

(d) Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions of this Agreement shall remain in full force and effect.

(e) Assignment. We may assign our rights under this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Agreement or delegate any of your rights, interest or obligations hereunder, without our prior written consent. Any unauthorized assignment shall be null and void. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

(f) Force Majeure. We shall not be in default or otherwise liable for any delay in or failure of our performance under this Agreement where such delay or failure arises by reason of any Act of God, or any government or any governmental body, war, insurrection, acts of terrorism, the elements, strikes or labor disputes, or other similar or dissimilar causes beyond our control. You acknowledge that the performance of certain of our obligations may require the cooperation of third parties designated by you and outside our control. In the event such third parties fail to cooperate with us in a manner that reasonably permits us to perform our obligations, such failures shall be considered as causes beyond our reasonable control for the purposes of this Section, and shall not be the basis for a determination that we are in breach of any of our obligations under this Agreement or are otherwise liable.

(g) Equitable Remedies. You hereby agree that we would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of irreparable harm or other damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

(h) Entire Agreement. This Agreement shall constitute the complete agreement

between the Parties and supersedes all previous agreements or representations, written or oral, with respect to the subject matter hereof.

(i) Notices and Contact. All legal notices given by you or required under this Agreement shall be in writing and addressed to: 500 5th Avenue, Suite 3600, New York, NY 10010, USA. You may also contact us with general inquiries at Telephone: 212-235-1091; Email: info@windhamvp.com.

(j) Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive termination or expiration of the Agreement, shall survive any such termination or expiration

