

Provider and the Customer and Service Provider's obligations under Section I(M)(7) (Regulatory Compliance). Service Provider's provision of the Services requires such reasonable and timely cooperation as Service Provider may require of the Customer, including access to the Customer's information, personnel, and/or systems, and Service Provider shall not be responsible for any failures or delays caused by the Customer's failure to so cooperate or any inaccurate information provided by or on behalf of the Customer. Unless an Order has different acceptance terms, Customer will accept the Services and any resulting deliverables upon payment or fifteen (15) days after their performance, whichever occurs first, and may not withhold, condition, or delay payment or acceptance after that time.

4. Relationship Management.

The Customer Manager and Service Provider Manager named in an Order shall assume operational responsibility for that Order. Changes to the scope of an existing Order or SOW (including changes to any deliverables) require mutual written consent of the parties.

5. Intellectual Property and Related Rights.

The Via Solution. No exchange of or license to intellectual property rights is contemplated hereunder. For the avoidance of doubt, as between Customer and Service Provider hereunder, all IPR in and to the Via Solution and all of their derivative works and improvements are owned by, and are proprietary to Via. No right, title or interest in or to the Via Solution or any portion thereof is or shall be granted or transferred to Customer under this Agreement, whether by license or otherwise; and Customer acknowledges and agrees that it shall have no right to use, reproduce, distribute, sublicense, modify or otherwise provide to third parties, the Via Solution, in whole or in part.

Rider Data. As between Customer and Service Provider, all IPR in and to Rider Data are owned by Service Provider. Service Provider shall be responsible for displaying a privacy policy to Riders. Service Provider acknowledges that it will not use the Rider Data for the provision of advertising and will not sell any Rider Data to third parties. Service Provider shall provide data reporting as set forth in the Order.

Rights to Marks. As between them hereunder, each party is and shall continue to be the exclusive owner of all IPR in and to their respective Marks. To the extent the parties have agreed that one party requires the use of the other party's Marks in connection with performance under an Order, such Order shall be deemed to contain a grant of license (or sublicense, as applicable) to such party's Marks sufficient to allow full performance under such Order. In addition, Service Provider shall have the right to use Customer's Marks in accordance with Section I(M)(10). In the event that Customer uses Via's Marks in a way that causes material reputational harm to Via's brand, Via reserves the right to withdraw Customer's use of the Via Marks from the Service.

Independent Activities. The Customer acknowledges that Service Provider is in the business of performing services similar to the Services for third parties and that, subject to its confidentiality obligations hereunder, nothing herein prevents Service Provider from continuing to engage in the performance of such services and related independent activities.

6. Warranties; Limitation of Liability