

## **P. Termination for Payment Default**

If the Customer fails to make a payment to Service Provider when due under the scope of Services, the Service Provider may terminate this Contract for default if the Customer has failed to cure such default for at least 15 days after being notified of such default by the Service Provider.

If the Service Provider learns that no funding is available for this Contract, Service Provider may immediately cease all Services and terminate this Contract by written notice to the Customer.

## **II. Compensation to Service Provider**

The fees for Services purchased (the "**Fees**") together with the schedule of payments and any additional payment information are listed in each applicable Order. Unless otherwise stated in the Order, all Fees will be payable by Customer within thirty (30) days of receipt of invoice. Customer's obligation to pay under any one Order is not contingent on Customer entering into, or Service Provider performing under, any other Order now or in the future. Fees do not include applicable taxes (including sales, use, value-added, or excise taxes) or government charges all of which are payable by Customer (excluding taxes on Service Provider's income), nor do they include expenses Service Provider may incur for Customer's direct benefit, which will be incurred in accordance with Customer's applicable expense-reimbursement policies, if so requested. Sales or value-added taxes or similar governmental charges associated with the provision of any Services (excluding taxes on Service Provider's income) will be separately stated on the relevant invoice and shall be paid by Customer in accordance with this Section II. If Service Provider does not receive timely payment, Service Provider may charge the maximum monthly interest allowed by law or one percent, whichever is greater, suspend Service Provider's performance and seek cost of collection, including reasonable attorneys' fees. If Customer disputes invoiced amounts, Customer must submit disputes to Service Provider in writing within ten (10) business days of the date the invoice originally was due, otherwise it will be final and non-refundable.

## **III. Term**

The Customer's right to enter into Orders under these Terms and Conditions commences on the Effective Date and continues, unless earlier terminated pursuant to this Section III, for so long as at least one Order remains continuously in effect (the "**Term**").

If an obligation under this Agreement or an Order is materially breached, the non-breaching party may provide written notice specifying the nature of the breach and the breaching party will have thirty (30) days from receipt of notice to cure. If not so cured, the non-breaching party may terminate the applicable Order or Orders affected by the breach by providing a second written notice of immediate termination. In addition, all Orders, including all Services under them, shall terminate automatically and immediately upon either party's insolvency or any attempt by either party to obtain protection from creditors or wind down operations, unless otherwise agreed by the opposing party in a written notice.

If an Order is terminated by either party or expires pursuant to its terms, then Customer must pay any outstanding amounts due to Service Provider, and all copies and embodiments of Service Provider's Confidential Information (including the Via Solution) must be returned. Unless an Agreement is terminated by Customer under this Section III as a result of Service Provider's uncured material breach, no expiration or termination of this Agreement will affect Customer's obligation to pay for Service Provider's non-cancelable obligations to third parties on behalf of or