

5. Limitation of Liability. In no event shall either party be liable to the other for any incidental, consequential, special, exemplary or other indirect damages, or for lost profits, lost revenues, or loss of business arising out of the subject matter of this Agreement, regardless of the cause of action, even if the party has been advised of the likelihood of damages.

6. Marks and Other Designations. NARA agrees that iArchives may make reference to NARA and use any NARA trade names, trademarks, service marks, seal, logos or other designations in connection with its activities contemplated under this Agreement; provided that iArchives obtain NARA's prior written approval for each usage. Absent express written authorization, the use of the NARA trade names, trademarks, service marks, seal, logos or other designations shall not imply or state that NARA or any part thereof, or any NARA official or employee, endorses the policies, activities, products, services or opinions of iArchives or any third party.

7. Notices. Notices provided under this Agreement will be effective if delivered to the then current principal business address of the other party. The current addresses are:

If to iArchives: 520 West 355 South, Suite 175
Lindon, Utah 84042
Attn: Russell W. Wilding

If to NARA: 8601 Adelphi Road
College Park, MD 20740-6001
Attn: Lewis Bellardo, ND

Notices may be given by mail (effective three business days after mailing) or by express courier (effective on actual delivery).

8. Term; Termination; Survival. This Agreement is effective as of the Effective Date and will remain in effect for a period of five years, unless terminated sooner by either party by providing ninety (90) days prior written notice. This Agreement shall automatically renew for additional one-year terms unless either party gives at least ninety (90) days written notice prior to the end of the current term of its intent not to renew. The provisions of Sections 1.4, 2, 3, 4 and 5 shall survive termination of this Agreement for any reason.

9. Choice of Law. This Agreement shall be governed by and in accordance with the laws of the United States. In the event federal law does not address an issue, the applicable law shall be Utah state law without application of conflict of laws provisions

10. Relationship of the Parties. This Agreement does not constitute, and is not intended to give rise to, a partnership or joint venture between the parties. Each party will operate under the terms of this Agreement as an independent entity and not as an agent for, or an employee of, the other.

11. Assignment. Except as otherwise provided in this Section 11, neither party may assign or transfer this Agreement or any part hereof to any third party without the written consent of the other party. Each party, upon ninety (90) days prior written notice to the other party, may assign this Agreement or sublicense or transfer all or a portion of its rights under this Agreement to any

