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## SUBSCRIPTION AGREEMENT

This Subscription Agreement and all exhibits and attachments hereto (this "Agreement") is entered into as of the date of the Order Form hereby submitted online (the "Effective Date") by and between Immaterial Inc., d/b/a Cabinet magazine, a 501(c)(3) non-profit corporation having an address at 300 Nevins Street, Brooklyn, New York 11217 ("Cabinet") and the "Subscriber" specified on the "Order Form" (each, a "Party" and, collectively, the "Parties"). The Parties hereby agree as follows:

### 1. SERVICES

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### 5. TERM AND TERMINATION

- 5.1 Term. The term of this Agreement shall begin on the Effective Date and continue in force unless terminated as set forth below.
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**6.1 Warranties.** Each Party represents and warrants that: (a) it is a duly organized and validly existing under the laws of the jurisdiction in which it is organized; (b) it has full power and authority, and has obtained all approvals, permissions, and consents necessary, to enter into this Agreement and to perform its obligations hereunder; (c) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (d) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment, or understanding, oral or written, to which it is a Party or by which it may be bound.

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**8. ASSIGNMENT.** Neither Party may assign this Agreement to any third party except upon prior written consent, not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to a third party without the consent of the other party, to (a) a parent or subsidiary of the assigning party, (b) an acquirer of all or substantially all of its assets or business of the assigning party to which this Agreement relates, or (c) in connection with a reorganization or merger of the assigning party. Any purported assignment in violation of this section shall be void. Subject to the foregoing, this Agreement and each and all of the provisions hereof bind and benefit the parties and their respective successors and assigns.

**9. NOTICES.** All notices required to be provided under this Agreement shall be delivered in writing by email and shall be effective upon receipt by the other Party. Subscriber may give notice to Cabinet by emailing [subscriptions@cabinetmagazine.org](mailto:subscriptions@cabinetmagazine.org) and Cabinet may give notice by emailing Subscriber's billing contact as specified on the Order Form. Either party may change its email address by giving timely prior notice of the new email address to the other party pursuant to this section and identifying in such notice the date on which such change is effective.

**10. MISCELLANEOUS.** This Agreement shall be governed by New York law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, except that New York General Obligations Law § 5-1401 shall apply. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. This Agreement and each Order Form are intended for the sole benefit of Cabinet and Subscriber, and shall not be construed for the benefit of any third party, including any Registered User or client of Subscriber. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance caused by unforeseeable reasons beyond its reasonable control, including any natural cause, act of God or public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage in communications, power or otherwise, or failure to perform by any supplier or other third party. No joint venture, partnership, employment, or agency relationship exists between Subscriber and Cabinet as a result of this Agreement. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. Subscriber acknowledges and agrees that this Agreement is between Subscriber and Cabinet only, that Cabinet will have no responsibility to any Users hereunder, and that there are no intended third-party beneficiaries. Any modification or amendment of this Agreement shall be in writing signed by the parties. This Agreement, together with any applicable Order Form and the Cabinet End User Terms, comprises the entire agreement between

Subscriber and Cabinet regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

**Subscriber:**

**Cabinet**

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Name:

Name: Sina Najafi

Title:

Title:

Date:

Date: