

MASTER SPONSORSHIP AGREEMENT

THIS MASTER SPONSORSHIP AGREEMENT ("AGREEMENT") GOVERNS SPONSORSHIP(S) AT VERINT CONFERENCE(S). CAPITALIZED TERMS HAVE THE MEANING SET FORTH HEREIN.

THE TERMS AND CONDITIONS OF THIS AGREEMENT APPLY IF INCORPORATED BY REFERENCE ON OR ATTACHED TO A SPONSORSHIP CONFIRMATION MADE EFFECTIVE BETWEEN SPONSOR AND VERINT AMERICAS INC., A DELAWARE CORPORATION WITH ITS PRINCIPAL PLACE OF BUSINESS AT 5995 WINDWARD PARKWAY, SUITE 400, ALPHARETTA, GEORGIA 30005 ("VERINT") OR A VERINT AFFILIATE, BY ACCEPTING THIS AGREEMENT BY EXECUTING A SPONSOR CONFIRMATION THAT REFERENCES THIS AGREEMENT SPONSOR AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "SPONSOR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT PARTICIPATE IN THE APPLICABLE CONFERENCE DESCRIBED IN THE SPONSOR CONFIRMATION.

For and in consideration of the representations and promises of the parties set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

GENERAL TERMS AND CONDITIONS

1 **DEFINITIONS.** The following capitalized terms shall have the meaning ascribed to them in Section 1 below:

1.1 **Attendee Information.** Information relating to Conference attendees (including Personal Data) collected and/or received by Sponsor during or as a result of sponsoring the Conference (including any post-event reporting).

1.2 **Conference.** The applicable Verint in-person or virtual event for which Sponsor has agreed to sponsor, as further described in the applicable Sponsorship Confirmation.

1.3 **Fees.** The Sponsorship Fees and/or other fees as specified in this Agreement or in a Sponsorship Confirmation.

1.4 **Image.** Sponsor's or its personnel's image, likeness, voice, statements and other identifying characteristics.

1.5 **Personal Data.** The meaning as prescribed and set out in applicable Privacy Laws as relating to an identified or identifiable natural person.

1.6 **Privacy Laws.** Laws, as applicable to Personal Data in the context and jurisdiction of the processing, concerning the regulation of the collection, retention, processing, data security, disclosure, trans-border data flows, use of web-site cookies, email communications, use of IP addresses and meta-data collection (e.g. Israeli Protection of Privacy Law, 5741-1981 and any of its regulations, California Consumer Privacy Act, General Data Protection Regulation, Health Insurance Portability and Accountability Act, etc.).

1.7 **Sponsor Information.** Any materials, information and other content submitted, transmitted or otherwise contributed by Sponsor in connection with a Conference, including but not limited to Sponsor logos, trademarks and other Sponsor Marks, company name, speaker/participant information and descriptions, QR codes, barcodes, website(s) (URL(s)), @Twitter, Images, advertisements, graphics, art, and other information and content.

1.8 **Sponsor Marks.** Proprietary trademarks, service marks, trade names, logos, and symbols owned by Sponsor and its licensors.

1.9 **Sponsorship Confirmation.** The details of a sponsorship order confirmation referencing this Agreement (i) on an order form or schedule provided by Verint and signed by Sponsor, or (ii) on Sponsor's purchase order provided to and accepted by Verint.

1.10 **Sponsorship Fee.** In US dollars, the fees due to Verint for the applicable Sponsorship Package(s), as further described in the applicable Sponsorship Confirmation.

1.11 **Sponsorship Package.** The promotional opportunities that Verint agrees to make available to Sponsor with respect to the applicable Conference, as further described in the applicable Sponsorship Confirmation.

2 **PROMOTION AND VISIBILITY.** In consideration of timely payment by Sponsor of the Sponsorships Fees identified in the applicable Sponsorship Confirmation and subject to the terms and conditions of this Agreement and the applicable Sponsorship Confirmation, Verint agrees to provide Sponsor with the Sponsorship Package(s) with respect to the applicable Conference(s) as further described on the applicable Sponsorship Confirmation(s). It is expressly agreed and understood between the parties that Sponsor is required to make timely submittal to Verint of all Sponsorship Information applicable to the Sponsorship Package(s) by the date(s) and in the format specified by Verint (in the case of the digital mobile app submittal must be done via the platform's content management system, in advance of the Conference by the date(s) and in the format specified by Verint), and that failure to do so may result in the non-refundable loss of Sponsor's entitlement to receipt of the promotion and visibility services identified in the applicable Sponsorship Confirmation.

3 SPONSOR INFORMATION.

3.1 **License Grant.** Sponsor hereby grants to Verint and its affiliates a fully paid up, non-exclusive, non-cancelable, world-wide, royalty-free license to use and publicly display in connection with the applicable Conference the Sponsor Information. Such license includes but is not limited to the right to digitally publish Sponsor Information on a smart phone, mobile and other apps, including Internet-enabled device mobile applications to enable in-app attendee-to-attendee messaging and for other Conference related purposes. Sponsor acknowledges and agrees that Verint may use a third party platform to hold the Conference.

3.2 **Sponsor Information; Activities.** Sponsor represents and warrants to Verint as follows: (a) Sponsor will not use or incorporate into Sponsor Information any confidential information or other information which Sponsor is prohibited from using or disclosing or for which Sponsor does not have the necessary rights or consents to, and to allow Verint to, use, publicly display or disclose; (b) Sponsor Information will be original and free from restriction; (c) Sponsor Information will not violate any intellectual property rights, publicity rights, confidentiality or trade secret rights, or any other legal or equitable rights; (d) Sponsor Information will not include any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information or content of any kind or nature; and (e) Sponsor will not engage in contests, sweepstakes or any other game of chance activities, chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of email through any platform, in any way connected to the Conference or otherwise in connection with its participation in or sponsorship of the Conference. Sponsor further agrees that Sponsor is solely responsible for the accuracy, completeness, quality, integrity, legality, appropriateness and copyright of all Sponsor Information. Verint may remove or refuse to display any violating Sponsor Information submitted in relation to a Conference or posted on any virtual Conference platform without notice or liability to Sponsor.

4 INVOICING; PAYMENT.

4.1 **Sponsorship Confirmations.** Verint shall acknowledge acceptance of the Sponsorship Confirmation by issuing an invoice in accordance with Section 4.2. Notwithstanding the foregoing, Verint shall have no obligation to deliver any promotional opportunities in a Sponsorship Package, and shall otherwise have the right to withhold performance under this Agreement, if Sponsor is in arrears on any payments rightfully due to Verint or is otherwise in breach of this Agreement.

4.2 **Invoicing and Payment.** Unless otherwise specified in the applicable Sponsorship Confirmation, Verint shall invoice Sponsor for one hundred percent (100%) of the Fees applicable to a Sponsorship Confirmation on or shortly following Verint's receipt and acceptance of that Sponsorship Confirmation. Sponsor shall pay all Fees and other amounts due to Verint hereunder within thirty (30) days after the date of Verint's invoice and without deductions, except with respect to any amount disputed in good faith where prior notice is provided to Verint detailing the amount and reason for the dispute. The parties will immediately negotiate in good faith to resolve any dispute. Sponsorship Fees are non-refundable and Sponsor may not cancel its sponsorship once the corresponding Sponsorship Confirmation is received and accepted by Verint.

4.3 Taxes, Assessments and Other Charges. All amounts due to Verint hereunder are net amounts, exclusive of, and Sponsor is responsible for paying, all duties, sales, use or value added taxes, customs duties, GST, tariffs, or other similar taxes, assessments, or excises, however designated or levied, (except for taxes on Verint's net income), whether payable directly by or indirectly through Verint in compliance with applicable law, and except as specified in [Section 4.1](#), no reduction, deduction or off-set may be made by Sponsor for any reason whatsoever.

5 ATTENDEE INFORMATION; PERSONAL DATA; COMPLIANCE WITH LAWS.

5.1 Attendee Information; Personal Data. Sponsor represents and warrants to Verint as follows: (a) any Attendee Information received by Sponsor will be used by Sponsor solely for its internal business purposes and in accordance with all applicable laws, including but not limited to Privacy Laws, and (b) Sponsor will not sell or disclose any Attendee Information to any third party. Sponsor acknowledges and agrees that (i) any Attendee Information provided by Verint in relation to the Conference is provided as a courtesy as is without any warranty as to accuracy, and (ii) Verint may take reasonable and appropriate steps to ensure that any information transferred by or on behalf of Verint to Sponsor in relation to the Conference is used consistent with Verint's obligations under applicable laws, including but not limited to Privacy Laws. Sponsor will cooperate with Verint in Verint's performance of any requirement under applicable Privacy Laws and will notify Verint if Sponsor can no longer meet its obligations under applicable Privacy Laws. Upon prior notice to Sponsor, Sponsor hereby consents to Verint taking reasonable and appropriate steps, at Sponsor's expense, to stop and remediate unauthorized use of any Attendee Information covered by this [Section 5.1](#). Upon Verint's request, Sponsor shall enter into appropriate written agreements with Verint as needed to satisfy cross-border transfer obligations relating to Personal Data to allow Verint and its affiliates to transfer Personal Data to Sponsor. Sponsor hereby consents to Verint, its affiliates, and personnel of each, processing Personal Data in relation to Sponsor's personnel and contacting the same for legitimate purposes, including without limitation, the administrative functions connected with the Conference and invoices, its contractual rights and obligations under this Agreement. In the case of the Sponsor, Sponsor shall comply with the obligations to provide notice to and obtain consent when appropriate from persons whose Personal Data are provided to Verint by or on behalf of Sponsor and otherwise shall ensure such collection and processing of Personal Data provided to Verint is lawful according to applicable Privacy Laws. Sponsor understands and acknowledges that in connection with the processing of Personal Data pursuant to this Agreement, Verint may share Personal Data with its affiliates which may occur outside of jurisdictions or countries where the data subject resides, including but not limited to outside the European Economic Area. For the purposes of this Agreement, each of "process" and "processing" and are as defined in the Privacy Laws.

5.2 Image Release. In conjunction with providing promotional activities to Sponsor in conjunction with the applicable Conference, Sponsor's and/or its personnel's Image may be recorded by Verint or its third party vendors photographing, recording (both audio and video), webcasting or podcasting ("**Recording**ed"). By sponsoring a Conference, Sponsor (i) agrees that Sponsor and/or its personnel's Image may be Recorded by Verint and/or its third party vendors, (ii) consents to the use of such Image in connection with the use of the Recordings, (iii) irrevocably grants to Verint and its agents, the applicable Conference sponsors, contractors, licensees and designees and their respective successors and assigns a non-exclusive, worldwide, royalty-free and fully paid-up, perpetual license to use, reproduce, distribute, prepare derivative works of, translate, display, perform and otherwise exploit the Recordings and such Image(s) therein, in whole or in part, in any and all media formats and through any and all media channels, in any manner and for any purpose in connection with the applicable Conference, (iv) waives any right Sponsor may have to inspect and/or approve the use of the Recordings or any reproductions thereof, and agrees that Verint is not obligated to make any use of such Image(s) or exercise any of the rights granted to the Recordings, (v) understands that such Image(s) may appear in Recordings made available to Sponsor, and/or Conference attendees, or the public, and that third-parties may retain and distribute those Recordings, (vi) agrees that Verint exclusively owns all rights (including without limitation, intellectual property rights) in the Recordings and all results and any proceeds derived from the use of the Recordings and such Image(s) therein, and that no portion of such proceeds will be shared with Sponsor, and (vii) waives and releases any and all rights of privacy and publicity, and any and all claims to compensation or damages or of violation of intellectual property rights, in connection with the use of the Recordings and such images therein and/or any advertising or publicity relating thereto. Sponsor hereby consents to the use of such Image(s) of Sponsor and its personnel by Verint in conjunction with the applicable Conference and hereby expressly releases Verint, its agents, contractors, vendors, licensees and assigns from and against any and all claims which Sponsor has or may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast, or exhibition of such characteristics. Sponsor represents that Sponsor has obtained the same consents and releases in writing benefiting Verint from all personnel and third parties whose Image may be Recorded in conjunction with Sponsor's sponsorship of a Conference

5.3 General Compliance with Laws. Sponsor represents, warrants and covenants that (1) it is and shall remain familiar with its obligations under any and all applicable laws, and shall comply with all laws directly or indirectly applicable to its activities hereunder, (2) no government, government agency, government-controlled enterprise or government official has any ownership interest, direct or indirect, in Sponsor or in the contractual relationship established by this Agreement, (3) Sponsor has, and will maintain throughout the term hereof, full right, power, and authority to enter into and perform its obligations under this Agreement without conflict with the rights of or obligations to any other party, or in violation of any applicable law or regulation, and (4) Sponsor and Sponsor's employees, representatives, agents, directors and officers shall not at any time make, promise or offer to make any payment or transfer of anything of value, directly or indirectly: (a) to any government official or government employee (including employees of government-owned entities or corporations), or to any political party, official of a political party or candidate (or to an intermediary for payment to any of the foregoing), in order to obtain or retain business or to secure any improper advantage, or (b) that would constitute a kickback or commercial bribe under any applicable laws. By execution of this Agreement, Sponsor certifies it is in compliance with each of the foregoing, and has not, and to its knowledge no individuals specified above, have violated any of the prohibited activities in subsections (a) or (b).

6 INSURANCE. Sponsor shall, at its own expense, maintain in effect throughout the Conference including move-in and move-out dates for in-person conferences, and provide to Verint upon request, a certificate of insurance showing that there is in effect: (i) a Commercial General Liability insurance coverage of not less than one million United States Dollars single occurrence/two million United States Dollars aggregate combined for bodily injury and property damage, including coverage of personal injury (broad form contractual liability), and (ii) automobile liability coverage of not less than one million United States Dollars combined single limit for bodily injury and property damage, including coverage for non-owned and hired vehicles, including loading and unloading operators, in which with respect to (i) and (ii), Verint (and if requested by Verint, the Conference venue specified on the applicable Sponsorship Confirmation) is named as additional insured(s). Sponsor acknowledges that the certificate of insurance requirement shall not be deemed waived, nor shall Sponsor be relieved of its insurance obligations if Verint opts not to request, or Sponsor fails to provide a copy of such certificate. Sponsor also agrees to obtain and maintain in effect throughout the Conference, workers compensation and employers' liability insurance in such minimum amounts as are required by law or otherwise consistent with prudent business practice. Sponsor agrees to waive the right of subrogation of its insurance carrier against Verint to recover loss sustained for real and personal property.

7 INDEMNIFICATION. Sponsor, at its sole expense, shall defend, indemnify and hold harmless Verint from any action based upon a claim resulting from (i) any claim that Sponsor Information violates or infringes any patent, copyright, trade secret or other third party right, (ii) any breach of [Sections 3.2](#) or [5](#) by Sponsor or its personnel, or (iii) any personal injury or property damage suffered by Verint or any third party at a Conference related to or arising from the negligent conduct of Sponsor or its personnel, and Sponsor shall reimburse Verint for all damages, costs, and expenses (including reasonable attorneys' fees) awarded against Verint pursuant to any such actions.

8 WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. THE SPONSORSHIP PACKAGES AND EACH CONFERENCE ARE PROVIDED "AS IS" AND VERINT MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, AND/OR CONDITIONS, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. VERINT'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL BE IN THE AGGREGATE AND LIMITED TO SPONSOR'S DIRECT ACTUAL DAMAGES NOT TO EXCEED THE SPONSORSHIP FEE ACTUALLY PAID TO VERINT FOR THE APPLICABLE CONFERENCE. IN NO EVENT SHALL VERINT, ANY PARENT, SUBSIDIARY, AFFILIATE, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES, BE LIABLE (I) TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND OR NATURE OR IN ANY MANNER WHATSOEVER, OR (II) TO SPONSOR FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, INCIDENTAL, OR SPECIAL DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES OR LOST PROFITS, TIME, SAVINGS, PROPERTY, DATA OR GOODWILL) REGARDING THIS AGREEMENT OR ANY CONFERENCE.

9 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to its conflicts of law principles and shall be subject to the exclusive jurisdiction of competent courts in New York, New York. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties.

10 TERM; TERMINATION.

10.1 Term. This Agreement shall commence on the Effective Date and shall continue unless terminated as specified below.

10.2 Sponsorship Confirmation Suspension. In the event Sponsor (i) fails to pay Verint any undisputed amounts past due, or (ii) is in breach of [Section 3.2](#), Verint shall have the right to immediately suspend without notice or liability any or all promotional opportunities provided to Sponsor hereunder.

10.3 Agreement Termination. This Agreement may be terminated as follows:

a. By Verint immediately if Sponsor (i) breaches [Section 5](#), (ii) has a change of control in contradiction to [Section 5.3](#), or (iii) merges or sells all or substantially all of its assets, or undergoes a change of control event with a competitor of Verint, including if Sponsor is acquired by or acquires (each with respect to more than half the equity interest

or voting rights), or merges with, sells to or purchases (each with respect to all or substantially all of the applicable assets), such competitor of Verint, or announces the intent to consummate any such change of control event; or

b. By either party for material breach hereof which has not been cured within thirty (30) days after written notice of such breach.

10.4 Effect of Termination.

a. **Sponsorship Confirmation.** Upon termination of a Sponsorship Confirmation, Verint shall have no further responsibility or liability thereunder; however, the provisions of all other Sponsorship Confirmations shall remain in full force and effect.

b. **Agreement.** Upon termination of this Agreement for any reason: (i) Verint shall have no further obligation to provide Sponsor with the promotional opportunities described in any Sponsorship Confirmation, (ii) all fees due to Verint under any Sponsorship Confirmation shall be immediately paid, and (iii) provisions herein which by their context and content are intended to survive termination or expiration hereof shall so survive, including Sections 1, 3.1 (to the extent Sponsor Information has already been incorporated into the Conference materials), 3.2, 4, 5, 7, 8, 9, 10.4, and 11.

11 MISCELLANEOUS.

11.1 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by Sponsor, and any such attempted assignment shall be void and of no effect without the advance written consent of Verint. Verint may assign this Agreement to any Verint affiliate.

11.2 Force Majeure. Except for obligations of payment and compliance with laws, neither party shall be liable for any delay or failure in performing hereunder if caused by any factor beyond the reasonable control of the party, including force of nature, war, riot, civil action, terrorism, pandemic, adherence to CDC, state or federal guidelines, labor dispute, malicious acts or denial of service by a third party, cancellation by venue or failure of telecommunication systems or utilities. Performance shall be deferred until such cause of delay is removed, provided that the delayed party promptly notified the other party after having actual knowledge of any such occurrence. Additionally, Verint will strive to hold the Conference on the dates and in the format and location specified on the applicable Sponsorship Confirmation, but reserves the right to postpone or cancel the Conference or alter the format (e.g. from in person to virtual), features or location of a Conference at any time, upon notice Sponsor, if deemed necessary by Verint related to a pandemic or otherwise due to government guidance or adherence to CDC, state or federal guidelines or Verint's internal policies in response to any of the foregoing and in the best interest of the Conference. If the Conference is postponed, location is changed or the format is updated from in-person to virtual for any reason, Verint will send Sponsor the updated Conference details at the email address indicated in the applicable Sponsorship Confirmation along with the updated Sponsorship Package information, which will include promotional opportunities which are, in Verint's reasonable judgement, of like value to the promotional opportunities described in the original Sponsorship Package. Verint is not responsible for any loss or damage as a result of any cancellation, alteration or postponement of a Conference in accordance with this Section and shall assume no liability whatsoever for such.

11.3 Notices. All notices or other communications required hereunder shall be made in writing and shall be deemed to be effectively given: (i) if emailed, the first business day after sending the notice (provided email shall not be sufficient for notices of termination, alleged breach or an indemnifiable claim); or (ii) if hand delivered, when received, and if mailed for overnight delivery, when delivery by the overnight carrier is made, in each instance at the applicable address set forth on the Signature Page. Such addresses may be updated by a party from time to time by providing notice to the other party in accordance with the terms of this Section.

11.4 Severability; Waiver. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and this Agreement shall be deemed amended to replace, to the extent legally permitted, the rights and obligations contained in such invalid or unenforceable provision. The invalidity or unenforceability of any provision shall not constitute a failure of consideration hereunder. Any failure or delay in exercising, or any single or partial exercise of, any right or remedy by either party hereto shall not be deemed a waiver of any further, prior, or future right or remedy hereunder, including the right of such party at any time to seek such remedies as may be available for any breach or breaches of such term or condition.

11.5 General. The official language of this Agreement is, and all attachments or amendments to this Agreement, contract interpretations, notices and dispute resolutions shall be in English. Translations of this Agreement shall not be construed as official or original versions. Headings are for convenience only and do not define, interpret, or limit the scope of any provision hereof. In all cases, the use of "includes/ing" shall mean "includes/ing without limitation". References to a particular section within a schedule or other document expressly attached to the Signature Page shall serve to reference the applicable section within that schedule or document, unless otherwise specified therein.

11.6 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties relating to the Conference(s), superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written, electronic, oral or otherwise relating thereto. Each party acknowledges and agrees that by executing the terms and conditions specified in this Agreement, (i) it is not relying upon any other statements, representations, warranties, promises, assurances, or the like, (ii) no remedies are or will be available to a party with respect to the foregoing, and (iii) such remedies are unconditionally and irrevocably waived; provided, the foregoing shall not apply to any acts of fraud by a party. By placing a Sponsorship Confirmation with Verint, Sponsor agrees that the terms and conditions of this Agreement shall apply to and govern that Sponsorship Confirmation. Except with respect to the identification of the specific sponsorship opportunities applicable to a Sponsorship Confirmation, additional or conflicting terms in any Sponsorship Confirmation shall have no force or effect on either party, unless that Sponsorship Confirmation is signed by an authorized representative of each party or the terms are exchanged between the parties and attached to Sponsor's purchase order, and then those terms shall apply to the parties solely for that Sponsorship Confirmation. Except as otherwise specified herein, any additional or conflicting terms contained in any other document (including, without limitation, any preprinted, additional or conflicting terms on any Sponsor purchase order, or acknowledgement from either party) shall be null, void and of no effect on either party.