

- (e) information that describes University product strategies, tax interpretations, tax positions and treatment of any item;
- (f) confidential information of third parties with which University conducts business; and
- (g) information contained in any University Request for Information, Request for Proposal or follow-up information in connection thereto.

3. Remedies. I acknowledge that the disclosure of Confidential Information may cause irreparable injury to the University and/or to individuals. The University may, therefore, be entitled to injunctive relief upon a disclosure or threatened disclosure of any Confidential Information, without a posting of a bond by the university. Without limitation of the foregoing, I shall advise the university immediately in the event that I learn or have reason to believe that the Confidentiality of any Confidential Information has been violated. This provision shall not in any way limit such other remedies as may be available to either party at law or in equity.
4. General. The failure of the University to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the University's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any term or provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall be valid and enforced to the fullest extent permitted by law. This Agreement and performance hereunder shall be governed by the law of the State of Ohio. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except pursuant to a written agreement signed by the parties hereto. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

**ACKNOWLEDGED AND AGREED:**

The Effective Date of this Agreement is the date of below but is only valid when signed by the authorized designee.

**Accepted and Agreed to:**

SIGNED:

NAME:

**Authorized by:**

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_