



Managed Services TERMS AND CONDITIONS

The following terms and conditions apply to the Agreement formed between Avaamo Inc. ("*Provider*") and the Customer executing the Avaamo Customer Order Form that is accompanied by this document ("*Customer*").

1. DEFINITIONS. As used in this Agreement:

"Applicable Laws" means all legislation, statutes, regulations, ordinances, rules, judgments, orders, decrees, rulings, and other requirements enacted, promulgated, or imposed by any governmental authority or judicial or regulatory body (including any self-regulatory body) at any level (e.g., municipal, county, provincial, state or national) that are applicable to or enforceable against a party or its personnel in relation to their activities under or pursuant to this Agreement.

"Authorized User(s)" means Customer users who receive a user ID or other access credentials enabling them to access the Platform and Services.

"Authorized Purpose(s)" means those purposes set forth in a Customer Order Form describing the purposes for which the Platform, Services and associated Content are permitted to be used by Customer and its Authorized Users.

"Confidential Information" means all written or oral information, disclosed by either Party to the other, related to the strategy, business or operations of either Party or a third party that has been identified as confidential or that, by the nature of the information or the circumstances surrounding its disclosure, ought reasonably to be treated as confidential.

"Content" means any data, media, information, Bot workflow and/or other type or form of content displayed, distributed or otherwise made available to a Party through the Platform or other Services, including User Content and Provider Content.

"Customer Content" means derivative works of data developed by Provider for Customer as specified by Customer Order Forms under this Agreement.

"Customer Order Form" means an order form issued by Provider and executed by Customer and Provider setting forth the necessary information relating to the Platform and the Services to be provided to Customer and the fees payable to Provider.

"Data Privacy and Security Laws" means all applicable federal, state, regional, territorial and local laws, statutes, ordinances, regulations, rules, executive orders, of or by any United States federal or state government entity, or any authority, department or agency thereof governing the privacy, data protection and security of Personally Identifiable Information and security breach notification relating to Personally Identifiable Information, and any other laws in force in any jurisdiction (regulatory or otherwise) in which the Platform is being utilized, including Title V of the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1338), as

may be amended from time to time, and its implementing regulations, and the "Interagency Guidelines Establishing Standards for Safeguarding Customer Information" (Exhibit B to 12 CFR Part 364).

"Intellectual Property Rights" means the exclusive rights held by the owner of a copyright, patent, trademark, or trade secret, including (i) the rights to copy, publicly perform, publicly display, distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (ii) the rights to exclude others from using, making, having made, selling, offering to sell, and importing patented subject matter and to practice patented methods, (iii) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, or sponsorship; and (iv) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including privacy rights and any rights in databases recognized by applicable law.

"Losses" means in connection with a Claim that is subject to defence and indemnification by a Party under this Agreement, all reasonable attorneys' fees, reasonable costs of litigation and settlement, and any resulting liabilities, damages, settlements, judgments and awards, including associated taxes, interest and penalties.

"Platform" means Provider's proprietary web-based software-as-a-service platform and related services made available to Customer's Authorized Users under this Agreement, as identified on the applicable Customer Order Form, including its technology components and related documentation.

"Provider Content" means Content owned, originated or controlled by Provider that is made accessible to Customer or its Authorized Users via the Platform or Services.

"Provider IP" means all intellectual property owned or controlled by Provider, including all software developed by or for Provider and used in connection with the Services and any protectable intellectual property interests Provider may have in or to derivative works of data developed by or for Provider.

"Services" means the Platform and associated services as defined in the Customer Order Form pursuant to this Agreement.

"Subscription Term" means the period during which Customer's Authorized Users are permitted to access and use the Platform, as set forth in the applicable Customer Order Form.

"Support Services" has the meaning given in Section 4.

"Update" means any improvement, enhancement, modification and/or changes to the Platform offered or provided by Provider to Customer at no additional charge (*i.e.*, that is not offered by Provider as a separately priced option), including, as applicable, bug fixes and feature enhancements.

“User Content” means any Content submitted, posted or displayed by or through the Platform by an end user.

“User Data” means any data or information (other than User Content) received or collected by Provider pertaining to users of the Platform, including client account information provided by users to register to use the Platform.

2. ACCESS TO AND USE OF THE PLATFORM.

2.1. Limited-Purpose Access Grant. Subject to Customer’s and its Authorized Users’ continuing compliance with this Agreement and payment of the applicable fees, Provider hereby grants to Customer, non-exclusive, non-transferable right for its Customer and Authorized Users to access the features and functions of the Platform during the Subscription Term, solely for Authorized Purposes. This access grant may not be sublicensed, in whole or in part. The scope of Customer’s use of the Platform is subject to the terms and conditions of this Agreement, including any parameters or limitations set forth in the applicable Customer Order Form.

2.2. Access Protocols. On or as decided between the Parties in the applicable Customer Order Form after the execution of this Agreement, Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer’s Authorized Users to access the Platform (the **“Access Protocols”**). Customer acknowledges and agrees that, as between Customer and Provider, Customer shall be responsible for all acts and omissions of Authorized Users, including any act or omission by an Authorized User which, if by Customer, would constitute a breach of this Agreement. Customer shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this Agreement that are applicable their use of the Platform and shall cause them to comply with such provisions.

2.3. Account Administration. Customer shall designate one Authorized User to act as an administrator who will serve as Customer’s principal point of contract with Provider.

2.4. User Content and User Data. Customer acknowledges that Provider does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, reliability or other attributes of any User Content or User Data, nor does Provider review or attempt to verify the accuracy or currency of any User Content or User Data. Upon a written request by Customer, Provider shall promptly transfer all Customer User Data and User Content to the Customer. As between Customer and Provider, Customer is solely responsible for (i) determining the suitability of any User Content or User Data for its intended use by Customer’s client, and (ii) as necessary for its intended use, verifying the authenticity and accuracy of the User Content and User Data prior to using it. Provider has no obligation to preview, verify, flag, modify, filter or remove any User Content from the Platform. Provider shall upon Customer’s request promptly remove or disable access to any User Content, and Provider will not be responsible for any failures or delays in removing or disabling access to any User Content on its own unless otherwise provided herein,

including User Content that may be considered harmful, inaccurate, unlawful or otherwise objectionable.

2.5. Compliance. (a) Customer’s and its Authorized Users’ access to and use of the Platform is subject to their continuing compliance with all of the following: (i) the terms and conditions set forth in this Agreement; (ii) Provider’s Privacy Policy available on Provider’s Web Site; (iii) third party service terms and conditions governing any User Content accessed through the Platform that is published or distributed by a third-party web site, and (iv) Applicable Laws, including Data Privacy and Security Laws. In the event of a conflict between this Agreement and the online Terms of Use, this Agreement shall prevail and control. (b) In addition to complying with applicable Data Privacy and Security Laws, Provider will employ commercially reasonable security and access controls suitable for protecting the types of data collected and stored by Provider, including Personally Identifiable Information.

2.6. Restrictions. Customer agrees not to act outside the scope of the rights that are expressly granted by Provider in this Agreement. Further, Customer will not (i) use the Platform in any manner that is inconsistent with this Agreement; (ii) except as expressly permitted under an SDK License granted by Provider to Customer, modify any code of the Platform or attempt to create or permit the creation of any derivative works of the Platform; (iii) decompile, reverse engineer or use any other method in an attempt to view or recreate any of the source code of the Platform; (iv) use the Platform to operate the business of a third party, or to act as a service bureau or provider of application services to any third party; (v) knowingly or intentionally re-use, disseminate, copy, or otherwise use the Platform or associated Content in a way that infringes, misappropriates, or violates any trademark, copyright, patent, trade secret, publicity, privacy or other right of any third party; or (vi) sell, lend, lease, assign, transfer, pledge, permit a lien upon, or sublicense any of the rights granted by this Agreement with respect to the Platform.

2.7 No Interference with Service Operations. Customer and its Authorized Users will not take any action designed or intended to: (a) interfere with the proper working of the Platform; (b) circumvent, disable, or interfere with security-related features of the Platform or features that prevent or restrict use, access to, or copying the Platform or any Content or other data, or that enforce limitations on use of the Platform or Content; or (c) impose (or which may impose, in Provider’s sole discretion) an unreasonable or disproportionately large load on the Platform infrastructure.

2.8. Access and Use of the Platform Outside the U.S. As between Customer and Provider, Customer is solely responsible for compliance with Applicable Laws relevant to its Authorized Users accessing or using the Platform while outside the U.S.

2.9 Information Security. Provider will maintain and enforce reasonable safety and physical security procedures with respect to the Services and protection of any of User Content and User Data that is input into, accessed through or maintained or stored in a database within the Software. Among other things, the security procedures are designed to provide technical and organizational safeguards to minimize

accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of User Content and User Data, and the security procedures are appropriate given the nature of the User Data and User Content. Provider shall promptly report to Customer any compromise of security that it becomes aware of with regard to User Content and User Data and reasonably cooperate with Customer in investigating the compromise. Provider will make security assessments of the Software from time to time, and may update the Service and security procedures based on the results of such assessments.

3. CONFIDENTIALITY OBLIGATIONS. The Parties acknowledge that during the performance of this Agreement, each Party may have access to certain of the other Party's Confidential Information. Each Party agrees that (i) all items of Confidential Information are proprietary to the disclosing Party and will remain its sole property; (ii) to use Confidential Information only for the purposes for which it was disclosed; (iii) not to reproduce Confidential Information except as reasonably necessary for its authorized use; (iv) to hold in confidence and protect such Confidential Information from dissemination as if it were its own, using at least reasonable care; and (v) to return or destroy all Confidential Information that is in its possession upon termination or expiration of this Agreement.

Notwithstanding the foregoing, the provisions of this Section 3 will not apply to any particular Confidential Information that (a) is publicly available or in the public domain at the time disclosed or becomes publicly available or enters the public domain through no fault of the recipient; (b) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (c) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; or (d) is independently developed by the recipient. Notwithstanding the foregoing, (i) each Party may disclose Confidential Information to the limited extent required to comply with the order of a court or other governmental body, or as otherwise necessary to comply with Applicable Laws; and (ii) the existence of this Agreement is not confidential, but the pricing and other terms are confidential; the Provider may disclose this relationship with the Customer to third parties for legitimate business purposes. Nothing in this Section 3 shall be construed as a grant or assignment of any right or license in the disclosing Party's Confidential Information. The receiving Party acknowledges that the disclosing Party has the right to take all reasonable steps to protect the disclosing Party's Confidential Information, including by seeking injunctive relief and/or any other remedies that may be available at law or in equity, all of which remedies shall be cumulative and in addition to any rights and remedies available. Any requirements for a bond in connection with any such injunctive or other equitable relief are hereby waived by both Parties.

4. SUPPORT SERVICES.

4.1. Technical Support. At no additional charge and during Provider's normal business hours (8:00 a.m. to 6:00 p.m. PST, Monday through Friday, excluding Provider-designated holidays - mentioned in the Customer Order Form or

informed in writing to the Customer in advance), Provider will provide reasonable technical support for the Platform in response to Customer personnel requests sent via email to support@Avaamo.com. Customer is responsible for providing technical support to its Authorized Users, but if escalation is required, Customer personnel may request technical support from Provider, whose personnel will work in collaboration with Customer personnel to resolve the issue. Provider may also offer upgraded support services for an additional fee.

4.2. Updates. Customer will be given access to Updates of the Platform or Services that Provider develops and implements during the Subscription Term. Customer acknowledges that Provider will decide which features to implement or not implement and the priority and release schedule timing for them. Provider may in the future offer optional value-added functions, features or other capabilities for a separate fee.

4.3. Scheduled Maintenance. Provider reserves the right to take down applicable servers hosting the Platform to conduct scheduled and emergency maintenance. Provider will use commercially reasonable efforts to perform scheduled maintenance outside regular business hours and will provide at least 24 hours' advance notice for non-emergency maintenance. Provider will not be responsible for any damages or costs incurred by Customer due to unavailability of the Platform during scheduled or emergency maintenance.

5. ALLOCATIONS OF RISK.

5.1. Representations and Warranties. (a) Each Party represents to the other (i) that the execution and performance of its obligations under this Agreement will not conflict with or violate any provision of Applicable Law; (ii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

5.2. DISCLAIMERS.

(a) CUSTOMER REPRESENTS THAT IT IS ENTERING THIS AGREEMENT WITHOUT RELYING UPON ANY PROVIDER REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, AND ALL WARRANTIES THAT MAY OTHERWISE BE IMPLIED. NO WARRANTIES ARE MADE ON THE BASIS OF TRADE USAGE, COURSE OF TRADE, OR COURSE OF DEALING OR PERFORMANCE.

(b) CUSTOMER ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND THAT PROVIDER DOES NOT AND CANNOT GUARANTEE THAT THE SERVICES, PROVIDER'S PLATFORM, AND THE INFORMATION CONTAINED THEREIN (INCLUDING CONFIDENTIAL INFORMATION) CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. EXCEPT TO THE

EXTENT DIRECTLY CAUSED BY PROVIDER'S BREACH OF SECTION 2.9, PROVIDER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. ADDITIONALLY, IN NO EVENT SHALL ANY SUCH UNAUTHORIZED ACCESS CONSTITUTE A BREACH BY PROVIDER OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 3.

(c) CUSTOMER ASSUMES COMPLETE RESPONSIBILITY, WITHOUT ANY RECOURSE AGAINST PROVIDER, FOR THE SELECTION OF THE PLATFORM TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR ITS USE OF THE RESULTS OBTAINED FROM THE PLATFORM IN CUSTOMER'S BUSINESS. PROVIDER DOES NOT WARRANT THAT THE PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL OR ANY SPECIFIC ERRORS WILL BE CORRECTED.

5.3 Indemnification of Customer by Provider. Provider agrees to defend, indemnify and hold harmless Customer and its Affiliates from and against all third-party claims and actions (collectively, "Claims" and individually, a "Claim"), that may, at any time, arise out of or relate to a Claim that the Services, Platform, or Content (excluding User Content) provided by Provider hereunder or Customer's use of same in accordance with the terms hereof infringe any United States copyright or trademark; and, in each case, associated Losses.

5.4 Indemnification of Provider by Customer. Except for any Claims in respect of which Provider is obligated to indemnify Customer under Section 5.3, Customer agrees to defend, indemnify and hold harmless Provider and its Affiliates from and against all Claims, that may, at any time, arise out of or relate to: Customer's or an Authorized User's use of the Platform or any Content other than in accordance with this Agreement and Customer Order Form

5.5 Indemnification Procedures. If any third party makes a Claim covered by Section 5.3 or 5.4 against an indemnitee (a "Covered Party") with respect to which the Covered Party intends to seek indemnification under this Agreement, the Covered Party shall give prompt written notice of the Claim to the indemnifying Party, including a brief description of the amount and basis for the claim, if known. Upon receiving such notice, the indemnifying Party shall be obligated to defend the Covered Party against the Claim, and shall be entitled to assume control of the defence and settlement of the Claim. The Covered Party may participate in the defence and settlement of the Claim at its own expense, using its own counsel, but without any right of control. The indemnifying Party shall keep the Covered Party apprised as to the status of the Claim. Neither the indemnifying party nor any Covered Party shall be liable for any settlement of a Claim made without its consent. Notwithstanding the foregoing, the Covered Party shall retain responsibility for all aspects of the Claim that are not subject to indemnification by the other Party hereunder.

5.6 Limitation of Liability. *Except as expressly provided in this Section 5.6, neither Party shall have any liability under or in connection with this Agreement for any indirect, incidental, consequential, special, exemplary or punitive damages, nor any liability for lost profits, loss of business opportunity, or business*

interruption, regardless of the theory of liability (including theories of contractual liability, tort liability (including negligence), or strict liability), even if the liable Party knew or should have known that those kinds of damages were possible. Each Party's maximum cumulative liability under or in connection with this Agreement shall never exceed the injured Party's actual direct damages, capped at the total amount paid under this Agreement by Customer to Provider during the 6-month period preceding the occurrence of the event giving rise to the liability. The foregoing limitations of liability shall not be applicable to a Party's indemnification obligations under Sections 5.3 or 5.4, to any damages that the liable Party is not permitted to disclaim (or, as applicable, limit) under Applicable Law or as a result of a Party's wilful misconduct or gross negligence. Parties acknowledge that this Section 5.6 is an essential part of this Agreement, absent which the economic terms and other provisions of this Agreement would be substantially different.

6. DURATION AND TERMINATION.

6.1 Duration of Agreement. This Agreement commences on the start date set forth in the first Customer Order Form executed by both Parties and continues until all Customer Order Forms entered into by the Parties have expired or been terminated in accordance with this Agreement.

6.2 Termination. Either Customer or Provider may terminate this Agreement, and all Customer Order Forms or only affected Customer Order Forms, for cause (a) upon 60 days' written notice to the other Party if the other Party has committed a material breach of this Agreement and the breach remains uncured at the expiration of such period, or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

6.3 Effect of Termination on Fees. If this Agreement is terminated by Customer pursuant to Section 6.2, any pre-paid fees for the unused portion of the terminated Subscription Term will be refunded to Customer. In all other cases, all fees paid or payable for the terminated Subscription Term are non-cancellable and non-refundable, and any unpaid fees for the remainder of the terminated Subscription Term will become immediately due and payable.

6.4 Other Effects of Termination. Effective immediately upon expiration or termination of this Agreement, (i) all rights granted under this Agreement will become void, (ii) Customer shall cease all use of the Platform, and (iii) neither Party will have continuing rights to use any Confidential Information of the other Party or to exercise Intellectual Property Rights of the other Party that were licensed under this Agreement (if any).

6.5 Survival. Any provision of the Agreement that contemplates or governs performance or observance subsequent to its termination or expiration will survive the expiration or termination of this Agreement for any reason.

7. PROPRIETARY RIGHTS.

7.1 Services and Provider Content. The Services (including the Platform) and Provider Content, and all Intellectual Property Rights in and to them, are and shall remain owned by Provider (and its licensors, as applicable) and are protected by

copyright, trademark, patent, trade secret and other laws and treaties. Provider hereby grants Customer and its Authorized Users a limited, personable, revocable, non-sublicensable and non-transferable license to reproduce and display Provider Content solely for their authorized use of the Platform.

7.2 Customer Content: Any derivative work created by Provider for Customer as specified by Customer Order Forms under this Agreement shall be owned solely by Customer.

7.3. User Content and User Data. As between Provider and Customer, Customer will own all User Content and User Data. Customer hereby grants to Provider a non-exclusive, non-transferable right and license to access, use, host, copy, process and deliver User Content and User Data as necessary or convenient for Provider to provide the Services and otherwise comply with its obligations and exercise its rights under this Agreement.

7.4. Marketing. Customer grants Provider permissions for public identification of the customer as a user of Avaamo Products. Customer will retain all Intellectual Property Rights that it may have regarding implementation.

7.5. Provider Content. As between Provider and Customer, Provider shall be the sole owner of all Provider Content.

7.6. Feedback. If Provider receives from Customer or any of its Authorized Users or customers any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the Services or any other Provider products, offerings or services ("**Feedback**"), Provider may use, disclose and exploit such Feedback without restriction, including to improve the Services and to develop, market, offer, sell and provide other products and services.

7.7. No Implied Licenses by Provider. Customer acknowledges that there are no licenses granted by Provider by implication under this Agreement. Provider reserves all rights that are not expressly granted. Customer acknowledges that, as between the Parties, Provider owns all Intellectual Property Rights and proprietary interests that are embodied in, or practiced by, the Platform or other Services, with the exception of Customer Content, User Content and User Data.

8. GENERAL.

8.1. Governing Law. The validity, construction, and interpretation of this Agreement and the rights and duties of the Parties shall be governed by the internal laws of the State of California without regard to principles of conflicts of laws.

8.2. Force Majeure. Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of, and without fault or negligence by, such party or its officers, directors, employees, agents or contractors.

8.3 Dispute Resolution. The disputes and differences that may arise between the Parties hereto in respect of any of the covenants of this Agreement or any interpretation thereof shall

be decided by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the then-current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs, fees and expenses incurred in connection with the arbitration proceeding, including attorneys' fees and expenses and witness costs and expenses. Arbitration shall take place in Santa Clara, California unless the Parties mutually agree to another location. Notwithstanding the foregoing, a party may, without waiving any remedy under this Agreement, seek from any court with jurisdiction, interim or provisional equitable relief necessary to protect such party's rights or property. Any civil action seeking injunctive relief, challenging an arbitration proceeding or award or otherwise related to this Agreement will be instituted and maintained exclusively in the federal or state courts sitting in Santa Clara County, California.

8.4. Notice. All notices required or permitted under this Agreement will be in writing and sent by certified mail, electronic mail, return receipt requested, or by reputable oversight courier, or by hand delivery. The notice address for Provider and Customer shall be their respective addresses specified in the applicable Customer Order Form. Any notice sent in the manner sent forth above shall be deemed sufficiently given for all purposes hereunder (i) in the case of certified mail, on the second business day after deposited in the U.S. mail and (ii) in the case of overnight courier, electronic mail or hand delivery, upon delivery. Either party may change its notice address by giving written notice to the other party by the means specified in this Section.

8.5. Construction; Headings. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or arbitrator by reason of such Party having or being deemed to have structured or drafted such provision. The headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

8.6. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then the Parties agree to replace it with an enforceable provision reflecting the intent of the original provision as nearly as possible in accordance with applicable law, and the remaining provisions of this Agreement will remain in full force and effect.

8.7. Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. The waiver by either Party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this Agreement.

8.8. Entire Agreement; Amendments. This Agreement (including Customer Order Forms entered under it) constitutes the entire agreement between Provider and Customer with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than

those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the Parties with respect to such matter. This Agreement may be amended only by an instrument in writing executed by the Parties' duly authorized representatives.

8.9. Counterparts; Signatures. This Agreement may be signed in counterparts with the same effect as if the signatures were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile copy of a Party's signature made by reliable means shall be sufficient to bind such Party.

[End of Terms and Conditions]