

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Master Subscription and License Agreement (“**Agreement**”) is made on the date set forth in the Order Form (the “**Effective Date**”) by and between LeadVolt Corp, a Delaware Corporation with its principal place of business at 320 Sevilla Ave Suite 201 Coral Gables, FL 33134 (“**LeadVolt**”), and the entity identified in the Order Form (“**Customer**”), individually a “**Party**” and collectively the “**Parties**”. By executing the Order Form that references this Agreement, the Parties to this Agreement acknowledge and agree that these binding standard terms and conditions shall apply:

1. DEFINITIONS.

Capitalized terms shall have the meanings provided in this section or as specified in the body of the Agreement.

“**Agreement**” means this Master Subscription and License Agreement, and unless the context requires otherwise, includes all Order Forms, and any addendums, exhibits, or attachments to any of the foregoing.

“**Customer Data**” means all electronic data or information Customer transmits to, uploads to, transfers to, processes on, stores in, or causes to interface with, the LeadVolt Platform, or used by Customer or Customer’s Users in connection with the LeadVolt Platform.

“**Documentation**” means any proprietary information or documentation made available to Customer by LeadVolt for use with the LeadVolt Platform, including any documentation available online through the LeadVolt Platform dashboard or otherwise.

“**Order Form**” means each LeadVolt ordering document signed by duly authorized representatives of both Parties which references this Agreement, identifies the Services ordered by Customer from LeadVolt, sets forth the prices for the Services, and contains other applicable information terms and conditions.

“**Professional Services**” means configuration, training, and such other services as may be described in an Order Form.

“LeadVolt Platform” means, collectively, the online, web-based applications, and technology platform provided by LeadVolt and ordered by Customer pursuant to this Agreement and as specified in one or more Order Form(s).

“Services” means, collectively, the provision of the LeadVolt Platform and the Professional Services specified in one or more Order Form(s).

“Term” means the time period for the provision of the Services, as specified in an Order Form.

“User” means an individual who is authorized by Customer to use the LeadVolt Platform in accordance with the Agreement. The rights of any User to use the LeadVolt Platform cannot be shared or used by more than one individual (unless such right is reassigned in its entirety to another authorized User).

2. SERVICES.

2.1. Provision of Services. LeadVolt will provide the Services to Customer during the applicable Term in accordance with this Agreement and the relevant Order Form.

2.2. LeadVolt Platform License. Subject to Customer’s compliance with this Agreement, LeadVolt grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited license during the applicable Term to access and use the LeadVolt Platform via LeadVolt’s cloud-based services (subject to Customer having a valid Account as described below), solely for Customer’s internal business purposes. Such access and use is expressly limited to the number of Users set forth the applicable Order Form. LeadVolt and its licensors reserve all rights and licenses in and to the LeadVolt Platform not expressly granted to Customer under this Agreement.

2.3. Restrictions; Prohibited Uses. Customer acknowledges that the LeadVolt Platform contains trade secrets of LeadVolt and its licensors, and Customer agrees not to access or use the LeadVolt Platform in any manner inconsistent with LeadVolt’s proprietary rights. Customer will not, and agrees not to, (a) use, or permit the use of, the Services except as expressly authorized under this Agreement or the Documentation, (b) interfere with or disrupt the integrity or performance of the LeadVolt Platform or any third-party application or third-party data or content contained therein, (c) reverse engineer, decompile, disassemble, decrypt, or otherwise tamper with the LeadVolt Platform; (d) derive the trade secrets, source code, object code, algorithms, or such other code (in the form in which it is customarily read and edited) of the LeadVolt Platform; (e) defeat, avoid, by-pass, remove, disable, deactivate or otherwise circumvent any software protection mechanisms, restrictions on access, or any other features or functionalities of the LeadVolt Platform; (f) gain unauthorized access to the LeadVolt Platform; (g) disseminate viruses, adware, spyware, worms, or other malicious code in or through the

LeadVolt Platform; (h) overload, flood, spam, or otherwise create an undue burden on the LeadVolt Platform infrastructure; (i) reproduce, copy, modify, adapt, translate, emulate, or create derivative works of the LeadVolt Platform; (j) distribute, sell, sublicense, or otherwise transfer or provide access to the LeadVolt Platform; (k) access LeadVolt Platform for the purpose of building a similar or competitive product or service; (l) monitor availability, performance, or functionality of the LeadVolt Platform for any benchmarking or competitive purposes, (m) remove, alter, or obscure any proprietary or intellectual property rights notices or marks appearing on the LeadVolt Platform; (n) use the LeadVolt Platform in any manner that is unlawful, in violation of any third party rights, or in violation of this Agreement or the Documentation; or (o) attempt to do any of the foregoing acts, or assist or permit any third party to do any of the foregoing acts. LeadVolt may terminate Customer's right to access and use the LeadVolt Platform at any time without notice if Customer fails to comply with this Agreement.

2.4. Third Party Applications. LeadVolt may offer Customer the ability to use third-party applications in combination with the LeadVolt Platform. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that LeadVolt may allow the third-party application service providers access to Customer Data as required for the interoperation of such third-party application with the LeadVolt Platform. The use of a third-party application with the LeadVolt Platform may also require Customer to agree to a separate agreement or terms and conditions with the applicable third-party application service providers, which will govern Customer's use of such third-party applications. Other than third-party services provided by LeadVolt to facilitate provision of the Services, LeadVolt shall have no liability for any claims, losses, or damages arising out of or in connection with Customer's or Customer's Users' use of any third-party applications that are accessed from or used in combination with the LeadVolt Platform.

2.5. Customer Account. In order to access and use the LeadVolt Platform, Customer will need to register and create an account ("**Account**"). Customer agrees to provide accurate, current, and complete information about the Customer's Account, which includes all individual authorized User Accounts. LeadVolt reserves the right to suspend or terminate the Customer's Account or any individual authorized User's Account, if any information provided during the registration process or thereafter is or becomes inaccurate, false, or misleading. Customer is responsible for maintaining the confidentiality of Customer's Account, including all user names and passwords assigned to or created by its authorized Users, and agrees to notify LeadVolt if any of the passwords is lost, stolen, or disclosed to an unauthorized third-party, or otherwise may have been compromised. LeadVolt shall have no liability for any claims, losses, or damage caused by errors or omissions in any information provided to LeadVolt by Customer in connection with the LeadVolt Platform.

2.6. Customer Responsibilities. Customer is responsible for all activity that occurs under Customer's Account. Customer agrees to (a) be solely responsible for all Customer's and Customer's Users' activities on the LeadVolt Platform, which must be in accordance with this Agreement and the Documentation, (b) be solely responsible for Customer Data (other than with respect to the LeadVolt obligations set forth in the Agreement) (c) obtain and maintain during the Term all necessary consents, agreements, and approvals from individuals or any other third parties for all actual or intended uses of information, data, or other content Customer will use in connection with the Services, (d) use commercially reasonable

efforts to prevent unauthorized access to, or use of, the Services and notify LeadVolt promptly of any known unauthorized access or use, and (e) use the Services only in accordance with applicable laws, rules, and regulations. Customer acknowledges and agrees that LeadVolt is not required to monitor or police communications or data transmitted through the LeadVolt Platform and that LeadVolt shall not be responsible for the practices or content of any such communications or transmissions.

2.7. Third Party Administrator. Customer hereby authorizes LeadVolt to grant limited access to Customer's Account on the Services, including authorized User Accounts and Customer Data, to a designated third-party administrator ("**Third Party Administrator**"), as applicable, for onboarding, configuration, administration, management, and support services ("**Account Administration**"). Third Party Administrator must be bound by a written confidentiality agreement with obligations at least as restrictive as those set forth herein and shall only access Customer's Account on a need to know basis and keep confidential all Customer Data. Third Party Administrator shall not use or disclose Customer Data for any purpose other than Account Administration and shall keep secure and protect Customer Data from unauthorized access, use, or disclosure. LeadVolt shall be responsible for any breach of this Agreement by a Third-Party Administrator.

2.8 No Dependence on Future Functionality. Customer agrees that Customer is not entering into this Agreement or any Order Form contingent on the provision of any future functionality relating in any way to the Services unless expressly provided in an Order Form and no statement or other information made or provided orally or otherwise shall be binding unless specifically set forth in an Order Form.

3. DATA.

3.1. Protection of Customer Data. LeadVolt will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. Notwithstanding the foregoing, Customer consents to LeadVolt's internal access, collection, transmission, storage, copying, processing, analysis and use of Customer Data (a) in order to provide the Services and to monitor compliance with this Agreement, (b) for Account Administration, (c) to prevent or address service or technical problems in connection with support matters, (d) as expressly permitted in writing by Customer, and (e) solely in anonymized and aggregated format and without the use of any personally identifiable information, for research and development purposes related to the Services. LeadVolt maintains the right, title, and interest in and to any data or information regarding the use or optimizing the use or sale of the Services, so long as such data does not include Client Data.

3.2. Data Maintenance. LeadVolt will follow its internal archival procedures for Customer Data, including regular backups of all Customer Data. In the event of any loss or corruption of Customer Data, LeadVolt will use commercially reasonable efforts to restore the lost or corrupted Customer Data from the latest backup of such Customer Data maintained by LeadVolt. LeadVolt shall not be responsible for any loss, destruction, alteration, unauthorized disclosure, or corruption of Customer Data caused by Customer or any third-party.

3.3. Security Event. LeadVolt will promptly inform Customer of any known or reasonably suspected security breach or unauthorized disclosure of Customer Data or Confidential Information (“**Security Event**”). If there is a Security Event, LeadVolt shall (a) take all reasonable steps to mitigate any potential damages, and (b) promptly respond to reasonable security-related inquiries from Customer and take all reasonable steps to identify, investigate, and resolve applicable security issues on a timely basis commensurate with the level of risk involved.

3.4. Privacy Policy. LeadVolt’s privacy policy related to the use of the LeadVolt Platform, accessible at <https://www.LeadVolt.com/privacy-policy/> (“**Privacy Policy**”) is incorporated herein by reference and each Party agrees to the provisions contained therein. To the extent of any conflict or inconsistency between the provisions of this Agreement and any portion of the Privacy Policy, the terms of this Agreement will prevail.

3.5. International Privacy and Data Protection. In the event Customer or any Customer Data is sourced from the European Union (“**EU**”) or other location that requires special privacy or data protection provisions (whether applicable in the EU or otherwise), Customer shall notify LeadVolt in writing, and the parties may agree to a Data Processing Addendum with additional provisions relating to privacy and data protection, which shall be attached to this Agreement or Order Form and become a part of this Agreement.

4. MAINTENANCE AND SUPPORT.

4.1. Service Level Agreement. LeadVolt will provide Customer with maintenance and support services for the Services, in accordance with and subject to the service level agreement set forth in the Service Level Agreement (or “**SLA**”) in effect as of the Effective Date at <https://www.LeadVolt.com/sla> (or attached as an Exhibit to the Agreement or the Order Form).

4.2. Limitations. LeadVolt will have no obligation of any kind to provide support of any kind for problems in the operation or performance of the Services to the extent caused by any of the following: (a) non-LeadVolt software or hardware products or use of the LeadVolt Platform in conjunction therewith (other than products of LeadVolt’s third party vendors in provision of the Services); or (b) Customer’s use of the Services other than as authorized in this Agreement or as provided in the Documentation. If LeadVolt determines that it is necessary to perform maintenance services for a problem in the operation or performance of the Services that is caused by either of the above problems, then LeadVolt will notify Customer and have the right to invoice Customer for all such maintenance services performed by LeadVolt and approved by Customer.

5. FEES AND PAYMENT.

5.1. Fees. Customer agrees to pay all fees set forth in each Order Form for the applicable Term ("**Fees**") for the Services. Customer shall also reimburse LeadVolt for all reasonable travel and expenses incurred in the performance of Professional Services, provided that any material expenses shall be subject to approval in advance by Customer. Except as otherwise specified herein or in an Order Form, (a) Fees will be quoted and paid in United States dollars and (b) payment obligations are non-cancelable and Fees paid are non-refundable.

5.2. Payment. Customer will provide a payment method and pay for all Services initially set forth in the Order Form during the sign-up process. Fees are due in advance, for the then-current Term, and any usage Fees incurred during that Term will be charged on the next billing cycle. Customer is obligated to pay all Fees incurred on Customer's Account. Customer must pre-pay for the Services before the Term commences and, for continuous Services, Customer will be automatically charged before any Renewal Term commences, consistent with this Agreement and the applicable Order Form. LeadVolt will provide Customer an invoice for the Services in accordance with the relevant Order Form.

5.3. Payment Method. By providing Customer's payment information (e.g. credit card information or bank account information), Customer is expressly authorizing LeadVolt to charge Customer for all Fees incurred in connection with the applicable Order Form and Customer's usage of the Services. LeadVolt uses a third-party service provider that specializes in payment processing ("**Payment Processor**"). Customer will provide its payment information directly to the Payment Processor, who stores and maintains Customer's payment method in accordance with accepted security protocols, subject to the Payment Processor's security and privacy policies. LeadVolt does not keep or store Customer's payment information. LeadVolt periodically communicates with the Payment Processor to request the processing of charges for the Fees in accordance with the applicable Order Form and Customer's usage of the Services. The Payment Processor then attempts to process the charges and, if successful, deposits the proceeds into LeadVolt's account. Customer is solely responsible for any overdraft or other bank fees charged to Customer's payment method. Customer is required to keep its payment information current, complete, and accurate (such as a change in billing address, credit/debit card number, expiration date, etc.), and will notify LeadVolt if Customer's selected payment method is canceled (e.g., for loss or theft).

5.4. Overdue Fees. If any Fees are not received from Customer by the due date, then at LeadVolt's discretion, such Fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

5.5. Suspension of Services. Except with respect to any Fees disputed in good faith by Customer, if any Fees are seven (7) or more days overdue, LeadVolt may, without limiting LeadVolt's other rights and remedies, suspend and the Services and Customer's use of the LeadVolt Platform until such amounts are paid in full.

5.6. Payment Disputes. If an invoiced amount is disputed in good faith by Customer, Customer must notify LeadVolt in writing and provide sufficiently detailed support of any invoice dispute within seven (7) days of Customer's receipt of such invoice. If Customer fails to do so, Customer is deemed to have waived its right to dispute that invoice and the invoice will be deemed accurate and valid. Nothing in this section shall be deemed to waive Customer's obligation to pay any undisputed amounts in accordance with Section 5.2 (Payment).

5.7. Taxes. The Fees are exclusive of all taxes, levies, duties or similar governmental assessments of any nature (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with Customer purchases hereunder except for those based on LeadVolt's net income, property, or employee withholdings. Taxes shall not be deducted from the payments to LeadVolt, except as required by law, in which case the amount payable shall be increased as necessary, so that after making all required deductions and withholdings, LeadVolt receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.

5.8. Audit Rights. LeadVolt shall have the right to audit Customer's compliance with this Agreement at any time during the Term. Customer shall cooperate following any reasonable request by LeadVolt in connection with such audit. If LeadVolt determines that Customer has allowed access to the Services other than as permitted under this Agreement or any Order Form or has otherwise violated any applicable terms of this Agreement or any Order Form, and as a result additional Fees are owed to LeadVolt, LeadVolt shall invoice Customer for such discrepancies and such Fees shall be payable pursuant to the terms of this Agreement. The results of any audit shall not limit any other rights or remedies of LeadVolt.

6. PROPRIETARY RIGHTS.

6.1. LeadVolt Ownership. LeadVolt and its licensors reserve sole and exclusive ownership of all right, title, and interest in and to the Services, including all copyrights, patents, trademarks, trade secrets, and other intellectual property and proprietary rights embodied therein.

6.2. Customer Ownership and Licenses. As between LeadVolt and Customer, Customer owns all rights, title, and interest in and to (a) all Customer Data and (b) any information supplied by Customer to LeadVolt as may be specified in any Order Form (collectively, "**Customer Materials**"). Customer grants LeadVolt a non-exclusive, non-transferable, royalty free, non-sublicensable (except as needed for the provision of Services or as set forth herein), worldwide right to access and use Customer Materials solely to provide the Services to Customer at Customer's request. No other rights or implied licenses in Customer Materials are granted to LeadVolt other than as expressly set forth herein.

6.3. Feedback and Derivative Works. Customer is not required to provide (a) any suggestions, comments, requests, recommendations, or other feedback ("**Feedback**") or (b) any ideas, technology,

developments, derivative works, or other intellectual property ("**Derivative Works**") related to the Services or any test features, services, or products to which Customer is given access. If Customer provides any Feedback or Derivative Works to LeadVolt, Customer grants LeadVolt a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use (or not use), or incorporate into any of its Services, any Feedback or Derivative Works without compensation to Customer and without implying or creating any interest on Customer's part in any of LeadVolt's Services that may be based on such Feedback. Customer may only create Derivative Works relating to the Services or any test features, services, or products to which Customer is given access, with prior written consent from LeadVolt.

7. CONFIDENTIALITY.

7.1. Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Discloser**") to the other Party ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes, but is not limited to, Customer Data; LeadVolt's Confidential Information includes, but is not limited to, the LeadVolt Platform and Documentation, information and technology used in connection with the Services, this Agreement and all Order Forms; and Confidential Information of each Party includes, but is not limited to, non-public business and marketing plans, technology and technical information, product plans and designs, financial or economic data, and business methods and processes. Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to Discloser, (b) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (c) is received from a third party without any obligation of confidentiality, or (d) was independently developed by Recipient without reference to or use of Discloser's Confidential Information.

7.2. Ownership of Confidential Information. Discloser shall retain all right, title, and interest in and to its Confidential Information. Neither the execution and delivery of this Agreement, nor the furnishing of any Confidential Information shall be construed as granting to Recipient either expressly, by implication, estoppel, or otherwise, any license under any intellectual property or proprietary rights now or hereafter owned or controlled by Discloser, nor any right to use, copy, sell, develop, or exploit the Confidential Information made available to Recipient, except to fulfill the purpose of this Agreement.

7.3. Protection of Confidential Information. Except as otherwise permitted in writing by Discloser, Recipient will (a) not use Discloser's Confidential Information only for the purposes of this Agreement and will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care), and (b) Recipient will limit access to Confidential Information of Discloser to those of its employees, contractors, agents, legal and financial representatives who have a need to know such Confidential Information for purposes consistent with this Agreement and are bound by confidentiality obligations with Recipient that are at least as restrictive

as those contained herein. Recipient may also disclose Confidential Information in any due diligence of Recipient in connection with any corporate transaction, provided that such disclosure is made pursuant to a written confidentiality agreement with terms that are at least as restrictive as those contained herein. Notwithstanding the foregoing, Customer may not disclose Confidential Information of LeadVolt, in any event, to any competitor or existing customer of LeadVolt without LeadVolt's prior written consent. If Recipient becomes aware of, or has reasonable grounds to suspect, any unauthorized disclosure of Discloser's Confidential Information, Recipient shall immediately notify Discloser in writing.

7.4. Compelled Disclosure. Recipient may disclose Confidential Information of Discloser to the extent required or compelled by law to do so, provided that (a) Recipient gives Discloser prior written notice of such compelled disclosure (unless notice is prohibited by law) and reasonable assistance, at Discloser's cost, if Discloser wishes to contest the disclosure, and (b) if Recipient is compelled by law to disclose Discloser's Confidential Information, Recipient shall furnish only that portion of Discloser's Confidential Information which is legally required to be disclosed and shall exercise its commercially reasonable efforts to obtain assurances that the Confidential Information will be treated in confidence or cooperate with Discloser to compile and provide secure access to such Confidential Information.

7.5. Return of Confidential Information. Recipient shall return or destroy (in Discloser's sole discretion and direction) any Confidential Information disclosed to it and all copies thereof, promptly within ten (10) days following Discloser's written demand for the return or destruction of its Confidential Information at the completion of the use by Recipient as permitted herein or at the termination or expiration of this Agreement.

8. WARRANTIES AND DISCLAIMERS.

8.1. Mutual Warranties. Each Party represents and warrants that (a) it has the legal power to enter into this Agreement and to fully perform its obligations hereunder, (b) by entering into this Agreement, it does not violate any agreement existing between it and any other person or entity, (c) this Agreement, when executed and delivered, will constitute the legal, valid, and binding obligations of such party, enforceable against it in accordance with its terms, and (d) it will comply with all applicable laws, rules, and regulations with respect to its rights and obligations pursuant to this Agreement.

8.2. LeadVolt Warranties. LeadVolt warrants that the LeadVolt Platform will function, during the Term, in substantial compliance with the applicable Documentation made available to Customer. In order to be entitled to any remedy based on a purported breach of the foregoing warranties, Customer must inform LeadVolt of the purported deficiency in the LeadVolt Platform's functionality or delivery of Professional Services within thirty (30) days of the day on which Customer becomes aware of the condition giving rise to such claim. For any breach of the foregoing warranties, Customer's exclusive remedy will be as provided in Section 11.3 (Termination for Cause) and Section 11.5 (Refund or Payment upon Termination). Notwithstanding the foregoing, if any Order Form has a Term of more than twelve (12) months, in the event LeadVolt or any of its licensors determine to materially change or cease

offering any material element of the Services, LeadVolt may effect such change or cessation following reasonable notice thereof to Customer and the relevant Order Form shall be amended to reflect such change.

8.3. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.2, LEADVOLT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LEADVOLT PLATFORM IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. LEADVOLT MAKES NO WARRANTY THAT THE LEADVOLT PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS, THAT PERFORMANCE OR RESULTS ARE GUARANTEED, OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION WHETHER ORAL OR WRITTEN, FROM ANY SOURCE, WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. IN ADDITION, CUSTOMER ACKNOWLEDGES THAT SERVICE FEATURES THAT INTEROPERATE WITH THIRD PARTY APPLICATIONS DEPEND ON THE CONTINUING AVAILABILITY OF THOSE THIRD PARTY APPLICATIONS' APPLICATION PROGRAMMING INTERFACE ("**API**") AND PROGRAMS FOR USE WITH THE LEADVOLT PLATFORM. SERVICES MAY BE IMPACTED, INTERRUPTED, OR MAY CEASE IF ANY THIRD PARTY APPLICATION CEASES TO MAKE ITS API OR PROGRAMS AVAILABLE AT ALL OR ON REASONABLE TERMS OR IF ANY THIRD PARTY APPLICATION EXPERIENCES AN OUTAGE, ANY MALFUNCTIONS, OR ANY CHANGE IN THEIR SERVICES, PRACTICES, OR FUNCTIONALITY.

9. INDEMNIFICATION.

9.1. Indemnification by Customer. Customer will defend, indemnify, and hold harmless LeadVolt and its officers, directors, employees, agents, successors and assigns, from and against any third party claims, disputes, demands, losses, damages, and other liabilities, costs, and expenses (including but not limited to reasonable legal and professional fees), arising out of or related to (a) Customer's use of the Services in violation of this Agreement, or (b) Customer Data or Customer Materials as provided to LeadVolt or from LeadVolt's permitted use of such Customer Data or Customer Materials; provided that LeadVolt (i) promptly gives Customer written notice of the claim; (ii) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle any claim without LeadVolt's written approval, which will not be unreasonably withheld or delayed, unless the settlement unconditionally releases LeadVolt of all liability); and (iii) provides to Customer, at Customer's expense, all reasonable assistance, information, and authority required for the defense and settlement of the claim.

9.2. Indemnification by LeadVolt. LeadVolt will defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors and assigns, from and against any third-party claims, disputes, demands, losses, damages, and other liabilities, costs, and expenses (including but not limited to reasonable legal and professional fees), arising out of or related to the extent that it is based upon a claim that the Services, as provided by under this Agreement and used within the scope of this

Agreement and the applicable Documentation, infringes or misappropriates the intellectual property rights of any third party; provided that Customer (a) promptly gives LeadVolt written notice of the claim; (b) gives LeadVolt sole control of the defense and settlement of the claim (provided that LeadVolt may not settle any claim without Customer's written approval, which will not be unreasonably withheld or delayed, unless the settlement unconditionally releases Customer of all liability); and (c) provides to LeadVolt, at LeadVolt's expense, all reasonable assistance, information, and authority required for the defense and settlement of the claim. LeadVolt has no obligation to indemnify a claim if it arises from: (i) Customer Data or Customer Materials, (ii) unauthorized modification or use of the Services, (iii) LeadVolt's compliance with any design or specifications provided by Customer, or (iv) otherwise relating to Customer's acts or omissions not in accordance with, or in breach of, the terms of this Agreement. If use of any of the Services is, or in LeadVolt's reasonable opinion is likely to be, the subject of a claim specified in this Section, then LeadVolt may, at its sole option and expense: (a) procure for Customer the right to continue using the Services; (b) replace or modify the Services so that it is non-infringing while maintaining substantially equivalent in function to the original Services; or (c) if options (a) and (b) above cannot be accomplished despite LeadVolt's reasonable efforts, then LeadVolt or Customer may terminate this Agreement and LeadVolt will provide pro rata refund of unused/unapplied fees paid in advance for any applicable subscription term.

9.3. Exclusive Remedy. This Section 9 (Indemnification) states the indemnifying Party's sole and exclusive obligations and liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim described in this Section.

10. LIMITATION OF LIABILITY.

10.1. Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY (WHETHER UNDER WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY, UP TO A MAXIMUM OF \$100,000. THE FOREGOING WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

10.2. No Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR COSTS OF SUBSTITUTE GOODS OR SERVICES, OR FOR LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING IN ANY WAY OUT OF THIS AGREEMENT OR RESULTING FROM CUSTOMER'S ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT THE PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF AN EXCLUSIVE REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE FOREGOING WILL NOT APPLY (A) TO A VIOLATION OF CONFIDENTIALITY OBLIGATIONS OR (B) TO THE EXTENT PROHIBITED BY APPLICABLE LAW. LOST PROFITS OR REVENUES OR FOR ANY

10.3. Exclusions. SECTIONS 10.1 AND 10.2 DO NOT APPLY TO (A) A VIOLATION OF CONFIDENTIALITY OBLIGATIONS, (B) A VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, (C) INDEMNIFICATION OBLIGATIONS, OR (D) TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION.

11.1. Term of Agreement. This Agreement commences on the Effective Date and will remain in effect until the earlier of (a) the expiration or termination of all Order Forms under this Agreement or (b) the termination of this Agreement in accordance with this Section 11. Upon termination of this Agreement for any reason, all rights and subscriptions granted to Customer, including all Order Forms, will immediately terminate and Customer must stop using the Services. Upon termination of any Order Form for any reason, the Services provided pursuant to such Order Form will immediately terminate and Customer must stop using such Services.

11.2. Minimal Term; Automatic Renewal. Subscriptions for the LeadVolt Platform commence on the Order Date specified in the applicable Order Form and continue for the subscription Term specified therein, unless otherwise terminated. The Term will be for a minimum of two (2) months. Except as otherwise specified herein or in the applicable Order Form, all subscriptions will automatically renew for additional periods of one-month (each a "**Renewal Term**") at the list price in effect at the time of renewal unless either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the end of the applicable Term or Renewal Term.

11.3. Termination for Cause. Either Party may terminate this Agreement or any applicable Order Form for cause: (a) upon ten (10) days' written notice to the other Party of a material breach (including details sufficient to identify the material breach) if such breach remains uncured at the expiration of such period, (b) immediately for material violations of confidentiality obligations, or (c) 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.

11.4. Survival. Any provision of this Agreement that expressly or by implication is intended to survive termination, regardless of the date, cause, or manner of such termination, and including but not limited to rights of action accruing prior to termination and payment obligations, will survive such termination and will continue in full force and effect.

11.5. Refund or Payment upon Termination. Upon any termination for cause by Customer, LeadVolt will refund Customer a pro-rata portion of any prepaid Fees for the remainder of the Term after the effective date of termination. Upon any termination for cause by LeadVolt, Customer will pay any unpaid Fees for the remainder of the Term after the effective date of termination. In no event will any

termination relieve Customer of the obligation to pay any Fees payable to LeadVolt for the period prior to the effective date of termination.

11.6. Exporting Customer Data. During any Term and for the period thirty (30) days after termination or expiration of this Agreement or the applicable Order Form, provided that Customer is in material compliance with this Agreement, Customer may request its Customer Data used in connection with such Order Form, in comma separated value (.csv) format. Custom exports of Customer Data may incur additional Fees. LeadVolt will not export Customer Data unless any additional Fees are paid in advance. After the thirty-day period after the termination or expiration of this Agreement, LeadVolt will have no obligation to maintain or make available the applicable Customer Data and may thereafter, unless legally prohibited, delete or make permanently unreadable all Customer Data in LeadVolt systems or otherwise in LeadVolt possession or under LeadVolt control.

12. REGULATORY COMPLIANCE.

12.1. General Compliance. Each Party, at its own expense, agrees to comply with all applicable federal, state, and/or local laws, rules, and regulations of any governmental authority with jurisdiction over its activities under this Agreement. Each Party agrees to furnish the other Party with any information required to enable the other Party to comply with any applicable laws, rules, and regulations related to this Agreement.

12.2. Customer Responsibilities. Customer shall be solely responsible for ensuring compliance with any and all applicable federal, state, and local laws regulating telecommunications and information services, including but not limited to, the Telephone Consumer Protection Act 47 U.S.C. § 227 et seq (“*TCPA*”). Customer assumes all responsibility and liability for use of the Services in compliance with any federal, state or local laws, rules, or regulations pertaining to the use of telephones, automated telephonic equipment, automatic telephone dialing systems, artificial or prerecorded voice messages, ringless voicemails, short message services, texting, electronic mail, fax, and other telephony and telecommunications products and services. Customer’s limitations on its use of the Services may include, but are not limited to: commercial solicitations; advertisements; delivering artificial or prerecorded telephonic messages to homes, businesses, hospitals, cellular phones, or paging systems without the prior consent of the called party; and restrictions on the time of day in which such calls are permissible. A violation of any such laws may result in substantial penalties and other sanctions. Any person intending to use the Services for solicitation purposes and/or for any other purpose regulated by federal, state, or local laws should consult with his or her own legal counsel, prior to entering into this Agreement to determine the extent of permissible activities.

12.3. Telemarketing Safe Harbor Message. Any Customer engaging in telemarketing sales and utilizing the Services to do so agrees to record and maintain a “Safe Harbor Message” in compliance with the Federal Trade Commission’s (the “*FTC*”) Telemarketing Sales Rule by stating the name and telephone number of the seller on whose behalf a call is placed.

12.4. Violation of Regulations by Customer. If LeadVolt determines, in its sole discretion, that the receipt of communications via the Services are not consensual, or violates any federal, state, and/or local law, rule, or regulation, or is harassing to consumers or businesses, LeadVolt may suspend Customer's access to the Services until LeadVolt is reasonably satisfied that the violation is cured. Customer understands and agrees that Customer remains liable for the payment of Services ordered under this Agreement under any such suspension of Services.

Customer represents and warrants that all lists of subscribers/phone numbers provided to LeadVolt or used in connection with the Services (collectively "**Subscriber List**") and all messages to be sent hereunder to the Subscriber List, including but not limited to, the opt in and out procedures (collectively "**Subscriber Procedures**") are in compliance with any and all applicable state, local and federal laws, including without limitation, TCPA requirements that subscribers have given "prior express consent," as defined under 47 C.F.R. § 64.1200(f)(8) et seq., to receive phone calls and/or text messages at the phone numbers in the Subscriber List. Customer acknowledges that LeadVolt is relying upon the representations and warranties made hereunder by Customer regarding the Subscriber List and Subscriber Procedures when entering into this Agreement and by agreeing to render the Services to be provided hereunder by LeadVolt and would not otherwise render such Services without Customer's strict compliance with applicable state, local and federal laws, including the TCPA. In the event that LeadVolt receives notice or a claim that the Subscriber List and/or Subscriber Procedures are not in compliance with applicable laws, LeadVolt may elect to immediately terminate this Agreement and/or the applicable Order Form upon written notice to Customer.

12.5. Short Message Service ("SMS") Policy.

12.5.1. SMS Definitions.

"Device" shall mean any hardware capable of receiving or sending wireless messages.

"Operator" shall mean the wireless carrier (e.g. T-Mobile) to which LeadVolt has commercial connectivity.

“Subscriber” shall mean the consumer or end-user on a wireless telecommunications network that sends or receives messages via a wireless device. The Subscriber is the consumer of the messaging services provided by LeadVolt, performed by Customer, as enabled by the Operator.

12.5.2. Compliance with Operator Policies. Customer shall adhere to the policies of the Operators regarding content, service, Subscriber interaction, and transmission of messages, and other policies that may be issued by specific Operators or from the Mobile Marketing Association (“**MMA**”). A breach of these regulations will result in immediate and irreparable damage to LeadVolt and Operator, for which Customer shall be fully responsible for all costs and damage amounts including reasonable attorneys’ fees and shall further be a material breach of this Agreement.

12.5.3. Content. Customer agrees to be solely responsible for all Content. Customer will not send Messages for which it does not retain all rights necessary or where approval has not been received from Operator. Customer agrees to be solely responsible for any liability relating to Customer Content or its use of the Services. Under no circumstances will LeadVolt be responsible for any loss, damage or liability arising out of the Content or Data of any transaction, including any billing or payment issues or mistakes contained in the Content or Data or the use or transmission of the Content or Data.

12.5.4. Liability for Operator Limitations. Customer acknowledges and agrees that with respect to Operator communication services: (i) one hundred (100%) percent of the Messages or Content may not be delivered; and (ii) neither LeadVolt nor any Operator will be liable to Customer for any Messages or Content (or part thereof) deleted or not delivered, regardless of the reason for deletion or non-delivery including, without limitation, network issues, message processing, Operator action, or transmission errors.

12.5.5. Facilitator. Customer acknowledges that LeadVolt is merely a facilitator and accepts no liability or obligations for changes to Content executed by Operators. Use of the Services involves transmission through Operators or companies other than LeadVolt and Messages and Transactions may not be private in certain circumstances and may be changed by those other companies to conform and adapt to requirements of their networks and devices. LeadVolt assumes no responsibility for timeliness, deletions, miss-delivery or failure to store any Content or Transaction.

12.5.6. Use and Privacy of Data. For purposes of this Agreement and as a result of the operation of its Services, LeadVolt collects some of the Data generated from the Transactions including but not limited to the success or failure of the transaction. Customer acknowledges that Operators cannot guarantee the privacy of Messages, and accordingly Customer agrees that neither LeadVolt nor the Operators will be liable to Customer or any other party for any lack of privacy or security experienced when using the Services. Customer also acknowledges that to the extent permitted by law, Operators have the right to intercept and disclose any transmissions over their facilities in order to protect their rights or property, including without limitation, to protect the efficient operation of their networks or to comply with governmental authorities.

12.5.7. Limitations on SMS Liability. Notwithstanding anything in this Agreement to the contrary: (a) the services provided by any Operator by means of a wireless network or the Internet, are “as is”, “where is” and “when available”; (b) LeadVolt is not responsible for the availability of any Operator, or the availability and/or performance of the wireless network or the Internet; and (c) LeadVolt is not responsible for any damages or costs Customer suffers or incurs as a result of any instructions given, actions taken or omissions made by Customer.

12.6. Electronic Mail (“Email”) Policy.

12.6.1. Internet Service Provider (“ISP”) Reported Bounce backs. Customer’s email sending activities shall not result in bounce results, as reported by Internet Service Providers (e.g. Google, Yahoo, Hotmail) in excess of the following limits (exceeding said limits may result in temporary or permanent disabling of Customer’s email service):

Type	Description	Limit (% of Total Emails)*
Spam Complaint	The recipient has flagged the email as spam	0.3% over 24 hours
Hard Bounce	Email is permanently undeliverable	8.0% over 24 hours
Unknown User	Email address does not exist	5.0% over 24 hours
Soft Bounce	Email is temporarily undeliverable	5.0% over 24hours

*Limits as of April 27, 2009. Limits are subject to change at any time based on ISP policies.

12.6.2. Deliverability. LeadVolt makes no guarantee with regard to delivery of email generated by the email service available through the Services.

12.6.3. Spam. Customer is prohibited from transmitting, distributing, or delivering unsolicited bulk or commercial email through the Services. Customer agrees that all emails sent, or caused to be sent, by Customer to or through the Services shall be 100% opt-in and shall not use or contain invalid or forged headers; use or contain invalid or nonexistent domain names; employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin

or the transmission path; use other means of deceptive addressing; use a third party's internet domain name, or be relayed from or through a third party's equipment, without permission of the third party; or contain false or misleading information in the subject line or otherwise contain false or misleading content.

12.6.4. Email Content. Customer shall not directly or indirectly send, transmit, handle, distribute or deliver any email through the Service (nor assist in any such action, nor engage or enlist another to do so) with content, or in a manner that: (a) is threatening, abusive, harassing, or defamatory; (b) is deceptive, false, misleading or fraudulent; (c) is invasive of another's privacy; (d) contains vulgar, obscene or indecent material; (e) infringes any third party's intellectual property rights; (f) violates export control laws and/or regulations; (g) violates the usage standards or rules of an entity affected by Customer's use, including without limitation any ISP or news or user group (h) is legally actionable by private parties and/or (i) is in violation of any applicable local, state, national or international law or regulation, including without limitation the CAN-SPAM Act of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act), 15 U.S.C. sec. 7701 et seq.

12.6.5. Violations and Enforcement. If LeadVolt believes that Customer has breached any of the provisions of Sections 12.6.3 or 12.6.4 above, it may, without notice, in addition to all other remedies available to it, take such action as it deems appropriate, including but not limited to, requiring Customer to use a third-party email provider at an additional charge of \$250.00 per month for integration and maintenance services, blocking the delivery of Customer's email messages, and/or suspending Customer's use of the Services.

13. DISPUTE RESOLUTION.

13.1. Governing Law. This Agreement is governed by the laws of the State of California, excluding choice of law principles.

13.2 Dispute Resolution; Mandatory Arbitration. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiative legal action. Except for actions (i) to protect a party's intellectual property, and (ii) to enforce an arbitrator's decision hereunder, any claim or dispute arising out of or relating to the Agreement, or breach thereof, shall be submitted to and resolved by confidential binding arbitration administered by the American Arbitration Association ("**AAA**") in accordance with its then-prevailing Commercial Arbitration Rules and Mediation Procedures (the "**AAA Rules**"). The arbitration shall take place in Los Angeles County, California. The arbitration shall be before a single, neutral arbitrator who is a former or retired judge with at least ten (10) years of experience in general commercial transactions and contract disputes in the technology and software industry. Arbitration may be initiated by any party by giving to the other party written notice requesting arbitration, which notice shall also include a statement of the claims asserted and the facts upon which the claims are based. The arbitrator shall not have any power to alter, amend, modify or change any of the terms or provisions of this Agreement. Except as prohibited in this Agreement, the arbitrator shall

have the authority to award any remedy or relief otherwise available in a court of law. The arbitrator's award shall be accompanied by a reasoned opinion, will be binding on the parties, and may be entered as a judgment in any court of competent jurisdiction. Any party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award. Any party may also, without waiving any remedy under this Agreement, seek injunctive relief from any court of competent jurisdiction.

13.3 Venue. If for any reason a claim proceeds in court rather than in arbitration, it shall be brought exclusively in a state or federal court of competent jurisdiction located in Los Angeles County, California, and the parties expressly consent to personal jurisdiction and venue therein.

13.4. Waiver of Jury Trial. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

14. GENERAL PROVISIONS.

14.1. Legal Notices. All notices required or permitted to be given under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) twenty-four (24) hours after having been sent via electronic mail or when receipt is acknowledged by the intended recipient, whichever is earlier; sent to the contacts and addresses set forth on the Order Form, or as designated from time to time in writing by the Parties.

14.2. Export Compliance. Each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports or otherwise restricted from doing business with any U.S. company, and Customer will not access or use the Services in violation of any U.S. or international export embargo, prohibition, or restriction.

14.3. Publicity. Customer agrees that, during the Term, LeadVolt may use Customer's name and trademarks in LeadVolt's and the LeadVolt Platform's advertising, publicity, and other promotional activities, subject to LeadVolt's compliance with applicable trademark usage guidelines or other instructions provided by Customer in writing regarding the proper use of its trademarks. Customer shall not use LeadVolt's name or trademarks for any purpose, except Customer's disclosure that it is a LeadVolt customer, without the prior written approval of LeadVolt.

14.4. Force Majeure. Neither Party will be in default for any delay or failure to perform any obligation under this Agreement or any Order Form, if such failure is caused solely by supervening conditions

beyond the failing Party's reasonable control, including without limitation civil disturbances, labor disputes, strikes, government actions, war, terrorism, failure of third-party networks or services or the public Internet, power outages, fire, flood, acts of God, or other similar occurrences (each, a "**Force Majeure Event**"); provided that the Party affected by such Force Majeure Event (a) is without fault in causing such delay or failure, (b) notifies the other Party of the circumstances causing the Force Majeure Event, and (c) takes commercially reasonable steps to eliminate the delay or failure and resume performance as soon as practicable.

14.5. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create any partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Neither Party has the authority to enter into any contract, incur any liability, make any representation, or otherwise act on behalf of the other Party, unless expressly agreed to in a writing signed by both Parties. Each Party is responsible for its respective employees, representatives, agents, contractors and subcontractors, and the foregoing's compliance with the terms of the Agreement.

14.6. Headings. The headings in this Agreement are for reference only and shall not affect the construction or interpretation of this Agreement.

14.7. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, unless expressly stated otherwise.

14.8. No Waivers. The failure or delay by either Party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of that or any other right or provision of this Agreement. The waiver of any such right or provision of this Agreement will be effective only if in writing and signed by a duly authorized representative of each Party.

14.9. No Election of Remedies. Except as expressly set forth in this Agreement, the exercise of either Party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or other rights and remedies available at law or in equity.

14.10. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, under present or future law, such provision will be modified by the court to the least degree necessary to remedy such invalidity, illegality, or unenforceability and interpreted so as best to accomplish the objectives of the original provision and original intent of the parties to the fullest extent permitted by law, and the remaining provisions of this Agreement will continue in full force and effect.

14.11. Assignment; Binding Effect. The Agreement is not transferable or assignable by either Party, whether in whole or in part, whether by operation of law or otherwise, for any purpose without the other Party's prior written consent and any attempt to do so is void in each instance. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Order Forms), without consent of the other Party, to a successor or acquirer, as the case may be, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of such Party's assets or substantially similar transaction, provided, however, that Customer cannot assign this Agreement to a competitor or existing customer of LeadVolt without LeadVolt's prior written consent. This Agreement will bind and inure to the benefit of the Parties and their respective heirs, administrators, executors, successors, and permitted assigns.

14.12. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered (including by electronic transmission), shall be deemed an original, and all of which together shall constitute one and the same document. The Parties agree to be legally bound to their electronic signatures and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purpose of validity, enforceability, and admissibility.

14.13. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all duly executed Order Forms, constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous discussions, representations, proposals, negotiations, understandings, and agreements between the Parties, whether written, oral, or otherwise, concerning this subject matter. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum, or Order Form will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other documentation (excluding Order Forms) will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. No modification, amendment, or waiver of any provision of this Agreement or any Order Form will be effective unless in writing and signed by a duly authorized representative of each Party.

The Parties agree to the terms and conditions of this Agreement by signatures on the Order Form.