

Terms and Conditions

Last Modified: 10/1/2020

SalonBiz, Inc. (“Company”) requires users of its services, including any entity executing a sales order (“Customer”) that references these terms to accept and adhere to these terms and conditions (the, “Agreement”). This Agreement governs the purchase and use of Company’s services and is accepted by executing a sales order that references this Agreement or by using or accessing Company’s services. Company may update this Agreement from time to time and Customer will have 30 days to reject the updated terms by providing written notice to Company. If Customer continues to use or receive the services following such period, the updated Agreement will be deemed accepted.

1. **Sales Order.** Services will be ordered by Customer pursuant to executed service orders (each, an “Sales Order”). Each Sales Order will include the specific services being ordered and the associated fees and any additional terms as applicable. Each Sales Order will be numbered and upon execution by both parties will be deemed an addendum hereto and will be subject to all of the terms and conditions herein. Any one of Customer’s subsidiaries or affiliates may also order services under this Agreement by entering into a Sales Order signed by such subsidiary or affiliate and Company and agreeing to be bound by the terms of this Agreement and such Sales Order.
2. **Services.** As used in this Agreement, Services shall mean the Software, services and Additional Services provided to Customer by Company as described in this section and identified in a Sales Order.
 - 2.1. **Software.** Company shall make available to Customer those modules of the software described in a Sales Order (the “Software”). Company will also provide those user guides, documentation and training materials (including any updates or amendment to such guides, documentation and materials) regarding the Software as generally made available by Company to its customers (“Documentation”). Subject to Customer’s timely payment of all applicable fees, Company grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable right and license to access and use the Software.
 - 2.2. **Oracle Program.** “Oracle Program” means the Oracle program or software owned and copyrighted by Oracle Corporation (“Oracle”) which may be embedded in the Software. Customer’s use of the Oracle Program, if any, is restricted to the scope of the Software and to the business operations of Customer. Customer is prohibited from transferring the Oracle Program except for temporary transfer in the event of computer malfunction if the Software embeds the Oracle Program in a physical device. Customer is hereby notified that the Oracle Program is subject to a restricted license and that it can only be used in conjunction with the Software. Customer is prohibited from making any modification to the Oracle Program and from publishing any results of benchmark tests run on the Oracle Program. Oracle is not required to perform any obligations or incur any liability not previously agreed to by Customer and Oracle.
 - 2.3. **Additional Services.**
 - 2.3.1. **Training.** Subject to availability, Customer may enroll its employees in additional or advanced training classes.
 - 2.3.2. **Additional Enhancements.** Company may develop additional enhancements at Customer’s request for Customer’s specific use, such services will be provided subject to a separately executed statement of work and may require additional fees and expenses.

2.3.3. Back-Level Support. If Customer chooses not to install any Release, Company will maintain back-level versions of the Software at Customer's request and expense, subject to availability of technical support staff.

2.3.4. Data Conversion. Customer may retain Company to convert the Customer's data in the following fields from another software program to the Software: customer name; customer address, customer email address; customer birthday; customer gender; customer social security number; customer marital status; customer phone numbers; products with category and sub-categories; product manufacturer information; product vendor information; gift certificate amount by customer; gift certificate balance by customer; and gift certificate serial numbers. No other data will be converted unless otherwise specified in the Sales Order. Customer understands that conversion process may take up to four weeks from the date data is received, and that Customer must provide all data to Company in an agreed upon format including: comma separated value (CSV), Excel spreadsheet, or Microsoft Access. Customer understands and acknowledges that all data may not convert during the conversion process due to differences in database formats and Customer is responsible for entering any non-converted data into the Software manually. Customer also acknowledges that Company will perform an initial conversion of the data prior to the "live date," and Customer must review the data thoroughly and notify Company of any discrepancies. Company understands that the initial conversion may be used for training, but that Company will replace this data in the final conversion process.

3. Use of Services.

3.1. Accounts; Security. Access to or use of certain portions and features of the Service may require you to create an account ("Account"). Customer states that all information provided by it is current, accurate, complete, and not misleading. Customer further states that it will maintain and update all information provided by it to ensure accuracy on a prompt, timely basis. Customer is entirely responsible for maintaining the confidentiality and security of its account(s), including your password. Accounts are not transferrable. Customer agrees to promptly notify Company if Customer becomes aware or suspects any unauthorized use of its accounts, including any unauthorized access or attempted access. Customer is responsible for all activities that occur under its account(s). Further, Customer is the primary account holder and is responsible for all charges made by additional users added to the accounts. A user license is required for each person utilizing Customer's master account, or other data generated through the use of the Service. Any sharing of such data to reduce the number of licenses required or sharing account information in any way is strictly prohibited.

3.2. Restrictions on Use. In accessing or using the Service, Customer will not: (a) resell, lease, encumber, sublicense, distribute, publish, transmit, transfer, assign or provide such access or use to any third party in any medium whatsoever; (b) devise specifications from, reverse engineer, reverse compile, disassemble, or create derivative works based on the Service; (c) apply systems to extract or modify information in the Service using technology or method such as those commonly referred to as "web scraping," "data scraping," or "screen scraping"; (d) knowingly input or post through or to the Service any content that is illegal, threatening, harmful, lewd, offensive, or defamatory or that infringes the intellectual property rights, privacy rights or rights of publicity of others, (e) store data on the Service that is regulated by the HIPAA Privacy Rules or the PCI Data Standards (f) input or transmit through or to the Service any virus, worm, Trojan Horse, or other mechanism that could damage or impair the operation of the Service or grant unauthorized access thereto; (g) use or access the Service for purposes of monitoring the availability, performance or functionality of the Service or for any other benchmarking or competitive purposes; or (h) cause, assist, allow or permit any third party (including an end-user) to do any of the foregoing; (i) use the Service to compete

with Company in any way; (j) install the Software in any other computer system or use it any unauthorized location; or (k) permit any third party to use or access the Service other than your direct employees or contractors who are acting on your behalf.

- 3.3. Maintenance. Customer agrees that Company may install software updates, error corrections, and software upgrades to the Service as Company deems necessary from time to time. All such updates, error corrections and upgrades will be considered part of the Service for purposes of this Agreement. Customer agrees to return or destroy any superseded versions of the Software as such are replaced.
- 3.4. Applicable Laws. Customer's access to and use of the Service is subject to all applicable international, federal, state and local laws and regulations. Customer may not use the Service or any information data or Customer Content (as hereinafter defined) in violation of or to violate any law, rule or regulation. Ensuring Customer's use of the Service is compliant with applicable laws is the responsibility of Customer.
- 3.5. Suspension of Service. Company has the right to immediately suspend the Service (a) in order to prevent damage to or degradation of the Service or unauthorized or non-compliant use or (b) for operational reasons such as repair, maintenance, or improvement or because of any emergency, or (c) if, following notice from Company, Customer has failed to pay any amounts due and owing. In the case of (a) or (b) Company will give Customer prior notice if reasonable and will ensure that the Service is restored as soon as possible after the event given rise to suspension has been resolved to Company's reasonable satisfaction.
- 3.6. Audit. Upon Company's written request Customer will certify in signed writing that Customer's use of the Services is in full compliance with applicable law and the terms of this Agreement. Customer agrees that Company may, upon reasonable notice and during Customer's regular business hours, audit Customer's records and use of the Service to verify Customer's compliance with this Agreement. Customer understands and agrees that Company may report data regarding Customer's use of the Service and Licensed Program to Oracle or assign Company's audit rights under this section to Oracle.

4. **Data Licenses.**

- 4.1. Customer Content. As between Company and Customer, all title and intellectual property rights in and to all electronic data or information submitted to and stored in the Service that is owned by Customer ("Customer Content") is owned by Customer. Customer acknowledges and agrees that in connection with the provision of the Services, Company may store and maintain Customer Content for a period of time consistent with Company's standard business processes for the Service. Following expiration or termination of the Agreement or a Customer account, if applicable, Company may deactivate the applicable Customer account(s) and delete any data therein. Customer grants Company the right to host, use, process, display and transmit Customer Content to provide the Services pursuant to and in accordance with this Agreement and the applicable Order Form. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Content, and for obtaining all rights related to Customer Content required by Company to perform the Services.
- 4.2. Aggregated Data. Customer agrees that, subject to Company's confidentiality obligations in this Agreement, Company may (a) capture data regarding the use of the Service by Customer [and its end users], (b) collect metrics and data included in the Company Content, and (c) aggregate and analyze any metrics and data collected pursuant to subsections (a) and/or (b) of this sentence (collectively, the "Aggregated Data"). Customer agrees that Company may use, reproduce,

distribute and prepare derivative works from the Company Content, solely as incorporated into Aggregated Data, provided that under no circumstances will Company use the Aggregated Data in a way that identifies Customer or its users as the source of the data.

5. **Third Party Services.** Except as expressly permitted in this Agreement or as otherwise agreed by Company in writing, Customer is prohibited from linking to the Service, framing of all or any portion of the Service, and the extraction of data other than Customer Content from the Service. Company reserves the right to disable any unauthorized links or frames. Company will not be responsible and expressly disclaims any liability for any third party services that Customer may use or connect to through the Service. If Customer activates any APIs or links to enable data sharing through the Service, Customer thereby authorizes Company to send and receive Customer Content with any such activated third party service and represents and warrants to Company that Customer has all appropriate right and title to grant such authorization.

6. Intellectual Property.

- 6.1. **Proprietary Rights.** Company's intellectual property, including without limitation the Service, its trademarks and copyrights and excluding any Company Content contained therein, and any modification thereof, are and will remain the exclusive property of Company and its licensors. No licenses or rights are granted to Customer except for the limited rights expressly granted in this Agreement.
- 6.2. **Feedback.** Customer agrees that advice, feedback, criticism, or comments provided to Company related to the Service are given to Company and may be used by Company freely and without restriction and will not enable Customer to claim any interest, ownership or royalty in Company's intellectual property.

7. Payment and Taxes.

- 7.1. **Payment.** Fees are set forth in the applicable Sales Order ("Fees"). The first month's fee may be pro-rated based on the Effective Date. Customers utilizing credit card or other automatically debited payments will have payments charged or debited within 3 days of the due date. Company will send invoices to the contact(s) provided in a Sales Order. Unless utilizing credit card or other automatically debited payments, or otherwise set forth in the applicable Sales Order, Fees are due and payable by Customer within 30 days of receipt of the invoice for such Fees. Undisputed amounts that are past due will be subject to a monthly charge of 1.5% per month or the maximum rate permitted by law, whichever is less. Customer agrees to pay all reasonable costs of collection in the event any amount is not paid when due. Company, upon notice to Customer, which notice may be in the form of an invoice, will have the right to change Fees effective any time after the first year, which right will include without limitation the right to charge a Fee for new features or functions of the Service or for features or functions that have previously been offered at no charge. Unless otherwise noted in the Service Order or this Agreement, all Fees are payable in United States Dollars, and non-refundable. License fees do not include travel and expenses for installation and training, file conversion costs, optional products and services, shipping costs or the costs of any recommended hardware or operating system. Customer agrees to pay such fees when and as such services are rendered and such expenses incurred as invoiced by Company.
- 7.2. **Taxes.** Company Fees do not include any local, state, federal or foreign taxes, levies or duties of any nature. Including value-added, sales, use or withholding taxes ("Taxes"). Customer is responsible for paying all Taxes for which Customer is responsible under this Section and agrees to hold harmless Company for Customer's failure to report or pay such Taxes. Company may invoice

Taxes to Customer and Customer will pay such Taxes, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

8. Term and Termination.

- 8.1. Term. This Agreement will be effective as of the stated date in an initial Sales Order (“Effective Date”) and remain in effect until (a) all executed Sales Orders have expired or been terminated or (b) terminated by either party as permitted by this Agreement. Unless otherwise stated in the Sales Order the initial term will be for one year, thereafter, the Sales Order will automatically renew for successive periods equal to the initial term, unless cancelled by either party in accordance with this Agreement.
- 8.2. Termination. Either party may terminate this Agreement by providing written notice prior to the end of the then current term. Either party may terminate this Agreement immediately for a breach by the other party of any of its material terms, if the breaching party has failed to cure such breach (if curable) within 30 days of receipt of written notice from the non-breaching party describing the breach. Either party may terminate this Agreement without notice if the other party becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against such party (except for involuntary bankruptcies which are dismissed within 60 days), or has a receiver or trustee appointed for substantially all of its property.
- 8.3. Effects of Termination. Upon the expiration or termination of this Agreement for any reason, (a) Customer will immediately cease using the Service and return or destroy all copies of the Software in your possession and all other materials pertaining to the Software, and all copies thereof, (b) upon request, each party will return or destroy all Confidential Information of the other party, provided, that each party may retain one copy of the Confidential information of the other party as necessary to comply with applicable law or its records retention or archival policies or practices (and such retained Confidential Information will remain subject the non-disclosure obligations in this Agreement) and (c) any unpaid, undisputed amounts due through termination will become immediately due and payable. Customer agrees to certify its compliance with this provision in writing upon request by Company.
- 8.4. Survival. Any provisions of this Agreement that expressly, or by implication, are intended to survive its termination or expiration will survive and continue to bind the parties, including without limitation provisions relating to confidentiality, representations and warranties, indemnification, limitations on liability, intellectual property, and Customer’s payment obligations under this Agreement.

9. Confidential Information.

- 9.1. Confidential Information. “Confidential Information” means any information disclosed by one party to the other whether orally or in writing that is designated as confidential or that reasonably should be understood by the receiving party to be confidential, notwithstanding the failure of the disclosing party to designate it as such. Confidential Information may include information that is proprietary to a third party and is disclosed by one party to another pursuant to this Agreement. The Service, all features and functions thereof and related pricing and product plans are the Confidential Information of Company.
- 9.2. Non-Disclosure. Each party agrees to maintain the confidentiality of the other party’s Confidential Information with the same security and measures it uses to protect its own Confidential Information of a similar nature (but in no event less than reasonable security and measures) and not to use such Confidential Information except as necessary to perform its

obligations or exercise its rights under this Agreement. The receiving party may disclose Confidential Information of the disclosing party to those employees, officers, directors, agents, affiliates, consultants, users, and suppliers who need to know such Confidential Information for the purpose of carrying out the activities contemplated by this Agreement and who have agreed to confidentiality provisions that are no less restrictive than the requirements herein. Such party will be responsible for any improper use or disclosure of the disclosing party's Confidential Information by any such parties. Except as expressly permitted by this Section, the receiving party will not disclose or facilitate the disclosure of Confidential Information of the disclosing party to any third party. The restrictions in this Section shall continue until such time as the information is covered by an exclusion set forth below.

9.3. Exclusions. The receiving party will have no obligation under this Section with respect to information provided by the disclosing party that: (a) is or becomes generally available to the public other than as a result of a breach of this Agreement by the receiving party, (b) is or becomes available to the receiving party from a source other than the disclosing party, provided that such source is not known to the receiving party to be bound by an obligation of confidentiality to the disclosing party with respect to such information, (c) was in the receiving party's possession prior to disclosure by the disclosing party, or (d) is independently developed by the receiving party without reference to the Confidential Information. Further either party may disclose Confidential Information (i) as required by any court or other governmental body or as otherwise required by law, or (ii) as necessary for the enforcement of this Agreement or its rights hereunder.

10. **Limited Warranty and Disclaimers**. This warranty is expressly conditioned on Customer's compliance with the operating, security, and data-control procedures set forth in the User's Manual and Documentation as provided by Company. As Customer's exclusive remedy for any material nonconformity or defect in the Software for which Company is responsible, Company shall attempt through commercially reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, as restriction or a bypass. In the event Company is unable to correct or cure such nonconformity or defect after it has had a reasonable period of time to do so Customer's exclusive remedy shall be a refund of the amount paid as the license fee for the defective or nonconforming module of the Software during the then current term. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, COMPANY AND ORACLE SHALL HAVE NO LIABILITY FOR THE SERVICES, THE ORACLE PROGRAM OR ANY OTHER SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; COMPANY AND ORACLE DO NOT WARRANT THAT THE SERVICE WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT COMPANY WILL CORRECT ALL ERRORS OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATIONS OR SECURITY OF THE SERVICE THAT ARISE FROM CUSTOMER CONTENT OR THIRD PARTY APPLICATIONS OR SERVICES PROVIDED BY THIRD PARTIES. COMPANY EXPRESSLY DISCLAIMS (TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW) ALL OTHER WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability**. IN NO EVENT WILL ORACLE OR COMPANY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OF ANY KIND OR NATURE ARISING OUT OF THIS AGREEMENT OR THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY COST TO COVER PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES (WHICH THE PARTIES AGREE

WILL NOT BE CONSIDERED DIRECT DAMAGES), OR ANY LOSS OF REVENUE, PROFITS, SALES, DATA, DATA USE, GOOD WILL, OR REPUTATION. COMPANY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF FEES CUSTOMER HAS PAID TO COMPANY IN THE 3 MONTH(S) PRIOR TO THE EVENT(S) GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS SET FORTH IN THIS SECTION APPLY REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM IS BROUGHT, EVEN IF COMPANY HAS BEEN NOTIFIED OF THE POSSIBILITY OF DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT.

12. **Indemnification.**

12.1. By Company. Company will defend Customer at Company's expense and pay all damages finally awarded by a court for any action brought against Customer by a third party to the extent such action is based on a claim that the unmodified Service as used in accordance with this Agreement infringes a copyright, patent, trademark or other proprietary right enforceable in the country in which Company has authorized Customer to use the Service. Should the Service become, or in Company's opinion be likely to become, the subject of any infringement claim, Company may, at its option: (a) procure for Customer, at Company's expense, the right to continue using the Service, (b) modify, at Company's expense, the Service so that it becomes non-infringing but remains functionally equivalent to the Service, or (c) terminate Customer's right to use the Service and refund to Customer any unused pre-paid fees for such Service. Company will have no liability for any claim of intellectual property infringement that is based on (i) the use or combination of the Service with any products, services, data or other materials not provided by Company, provided such infringement would not have arisen but for such combination, (ii) the use of other than a current, unaltered version of the Service, (iii) specifications or designs provided by Customer, or (iv) any unauthorized modification of the Service.

12.2. By Customer. Customer agrees to defend and indemnify Company and its affiliates from and against any legal action, demand, suit, or proceeding brought against Company or its affiliates by a third party arising out of or related to the Customer Content or Customer's use of the Service.

12.3. Indemnification Procedures. Each party's indemnification obligations are subject to conditions that the indemnified party must: (a) notify the indemnifying party promptly in writing of such claim; (b) permit the indemnifying party to have sole control of the defense, compromise, or settlement of such claim, including any appeals, provided, that the indemnifying party will not settle any claim in a manner that adversely affect the rights of the indemnified party without the indemnified party's prior written consent; and (c) fully cooperate with the indemnifying party at the indemnifying party's expense in the defense or settlement of such claim.

12.4. Disclaimer. This Section states the entire liability of Company, and Customer's sole and exclusive remedy, with respect to the infringement of any intellectual property rights by the Service.

13. **Publicity.** Customer hereby consents to Company identifying Customer as a customer by name and logo in Company's promotional materials, subject to Customer's right to revoke such consent in writing at any time. Upon such revocation, Company will have 30 days to process Customer's request.

14. **Assignment.** Customer may not assign or transfer this Agreement or any of its rights or obligations hereunder in whole or in part without the prior written consent of Company. Subject to the foregoing,

this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

15. **Notices.** Any notice required under this Agreement will be provided to the other party in writing. If Customer wishes to provide notice to Company, Customer will send notice via email to: ar@salonbiz.com. Company will send notices to one or more contact(s) on file for Customer. Notices from Company, other than for a breach of this Agreement may be provided within the Service.
16. **Attorney's Fees.** In the event any proceeding or lawsuit is brought in connection with this Agreement, the prevailing party in such proceeding will be entitled to receive its reasonable costs, expert witness and attorneys' fees.
17. **Relationship of the Parties.** This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties.
18. **Third Party Beneficiaries.** Company designates Oracle as a third party beneficiary of this Agreement. Except as provided in the preceding sentence, this Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.
19. **Equitable Remedies.** Each party acknowledges and agrees that (a) a breach or threatened breach by such party may give rise to irreparable harm to the other party for which monetary damages may not be an adequate remedy; and (b) if a breach or threatened breach by such party occurs, the other party will in addition to any and all other rights and remedies that may be available to such other party at law, at equity or otherwise in respect of such breach, be entitled to seek equitable relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security.
20. **Force Majeure.** Neither party will be liable under this Agreement for any failure or delay in the performance of its obligations (except for the payment of money) on account of strikes, shortages, riots, insurrections, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages, or any other cause that is beyond the reasonable control of such party.
21. **Limitation of Claims.** No legal proceedings, regardless of form, arising under or relating to this Agreement may be brought by Customer more than six months after it first have actual knowledge of the facts giving rise to the cause of action.
22. **Export Compliance.** Customer must comply with United States, foreign and international laws and regulations, including without limitation, the United States Export Administration Regulations and the United States Office of Foreign Asset Control regulations, and other anti-boycott and import regulations. Such export laws govern use of the Service including technical data and any Service deliverables provided under this Agreement and Customer agrees to comply with all such laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer is responsible for ensuring that no data, information, software programs and/or materials resulting from the Service (or direct product thereof) will be exported directly or indirectly in violation of these laws. Customer will indemnify Company for any violation by Customer of any applicable export controls or economic sanctions laws and regulations.
23. **Governing Law, Jurisdiction and Venue.** This Agreement will be governed by and construed in all respects in accordance with the laws of Louisiana, without regard to its conflicts of laws principles. Each party hereby consents to the exclusive venue and jurisdiction of the federal courts of Louisiana.

THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT. The Uniform Computer Information Transactions Act does not apply to this Agreement.

24. **Severability, Waiver and Amendment.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, such provision will be changed and interpreted as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions will remain in full force and effect. No waiver of any term or right in this Agreement will be effective unless made in writing and signed by an authorized representative of the waiving party. Any waiver or failure to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Except to the extent otherwise expressly provided in this Agreement, this Agreement may only be amended in writing signed by both parties hereto.
25. **Counterparts, Entire Agreement and Order of Precedence.** This Agreement, together with any Sales Order(s) states the entire agreement of the parties regarding the subject matter of this Agreement, and supersedes all prior proposals, agreements or other communications between the parties, oral or written, regarding such subject matter. If an ambiguity or conflict exists among the documents the order of precedence will be: (a) the terms and conditions of a Sales Order; and (b) the terms and conditions of this Agreement. Any preprinted terms on any purchase order are hereby expressly rejected by Company and will be of no force or effect.