

TERMS AND CONDITIONS FOR WEBSITE DEVELOPMENT SERVICES

These TERMS AND CONDITIONS FOR WEBSITE DESIGN & DEVELOPMENT AGREEMENT (including any Orders, this "Agreement") is an agreement between VIP WEBMVMT LLC ("Company") and the party set forth in the related Order ("Customer", "Client" or "you"), which is incorporated herein by reference (together with any subsequent Orders submitted by Customer, as each may be amended or modified in accordance with the terms of this Agreement, the "Order"). This Agreement applies to Customer's retention of the Company to develop a web site for the Company (the "Web Site") and any other services ordered by Customer on the Order (collectively, the "Services").

PLEASE READ THIS AGREEMENT CAREFULLY.

THIS AGREEMENT, INCLUDING THE ORDER AND ANY TERMS INCORPORATED HEREIN, GOVERNS THE TERMS ON WHICH WE AGREE TO PROVIDE THE SERVICES TO YOU. IN ADDITION TO ANY OTHER TERMS AND CONDITIONS THAT MAY BE INCORPORATED INTO THIS AGREEMENT AS SET FORTH LATER HEREIN OR IN THE ORDER, THE TERMS AND CONDITIONS OF THE COMPANY'S TERMS OF SERVICE LOCATED AT: <https://webmvmt.com/termsandconditions/> ARE ALSO INCORPORATED HEREIN. BY SIGNING THE ORDER, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE ORDER AND ANY TERMS AND CONDITIONS INCORPORATED BY REFERENCE HEREIN.

1. TERM AND TERMINATION

A. Term of Agreement. This Agreement shall be effective as of the date set forth on the Order (the "Effective Date"), if accepted by the Company in writing, and shall remain in force until the Completion Date.

B. Termination. This Agreement may be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice. This Agreement may be terminated by Company (i) immediately if Customer fails to timely pay any fees owed to Company under this Agreement; or (ii) if Customer fails to cooperate with Company or hinders Company's ability to perform the Services hereunder.

2. COMPANY'S AND CUSTOMER'S RESPONSIBILITIES

A. Scope of Work. Customer hereby retains the Company to perform the Services, and upon written acceptance of the Order, the Company agrees to perform the Services, on the terms and conditions set forth in this Agreement, including the Order. The Order shall set forth the specifications for the final Web Site (the "Specifications") and any deliverables to be delivered by the Company under this Agreement (collectively, the "Company Deliverables"), including the Web Site, along with the estimated delivery dates therefor.

B. Changes. The Services include minor updates and changes, at the Company's sole and absolute discretion, including any minor modifications to work out backend database issues and functionality, but do not include any changes (including without limitation additional features) outside the scope of the Order (including without limitation the Specifications set forth therein). Any changes to this Agreement, including the Order, must be set forth in a written "Change Order" which shall only become effective upon execution by both the Customer and Company (any references herein to the Order shall be to the Order as modified by the Change Order). Company agrees to respond to Customer within 24 hours of receipt of any requested changes, including those covered by the then-current Order and those that would require a Change Order, and to diligently work on such changes if part of then-existing Order.

C. Customer's Responsibilities. Customer agrees to perform all tasks assigned to Customer as set forth in this Agreement, including the Order, and to provide all assistance and cooperation to Company and to perform all tasks requested by Company from time to time so that Company can complete the Services in a timely and efficient manner. Client is expected to deliver any materials or information reasonably required of it for Company to perform the Services ("Customer Information"), including without limitation website content, images, data and log-in credentials, set forth in an Order by the applicable dates set forth in the Order and to deliver any other Customer Information requested by the Project Manager (defined below), within 24 hours of such request, unless otherwise agreed in writing (including via e-mail). Unless otherwise agreed to pursuant to an Order, a Change Order or a separate contract, in addition to any other Customer responsibilities set forth in an Order, Customer shall be responsible for (i) making, at its own expense, any changes or additions to Customer's current systems, software, and hardware that may be required to support operation of the Web Site; (ii) providing all content, including text, for the Web Site; and (iii) initially populating and maintaining any databases on the Web Site. Company may provide services that cover some of the foregoing Customer responsibilities, such as copywriting services, for additional fees. Company can also assess the Customer's systems, software and hardware from time to time pursuant to a Change Order for additional fees.

D. Communications/Coordination. Customer will be assigned a "Project Manager" who will be the Customer's primary contact at the Company with respect to the coordination and completion of the Services. All Customer Information, correspondence and directions from the Customer regarding the development of the Web Site and any other materials or information requested by the Project Manager are to be sent via e-mail to the Project Manager. The Project Manager will send all information and materials to be reviewed by the Customer to the Customer via email.

3. WEB SITE DESIGN

A. Design. The design of the Web Site shall be in substantial conformity with the Specifications (as set forth in the Order) and the Customer Information provided to Company by Customer. During the "Design Process", the Company shall submit at least one look-and feel example of the Web Site to the Customer (each, an "Example"). The Customer must either approve each such Example as the "Final Design" or e-mail the Project Manager feedback within five (5) calendar days of delivery of each such Example provided by the Company. The Company shall repeat this process up to three times unless it receives a Change Order(s) to repeat the process. If after repeating the process for the three times specified above the Customer has failed to approve the Example as the Final Design, the Company will provide the Customer with a quotation for repeating the foregoing process an additional time. The Customer will have five (5) calendar days from the date of the quote to issue a Change Order authorizing such additional Services for the fees specified in the quote; otherwise, the Company will be deemed to have fulfilled all of its obligations under this Agreement, including without limitation the Services.

B. Development & Production. When and if the Customer approves the "Final Design", the Company will commence the "Post-Design Process." During the Post-Design Process, the Company will take the Final Design and begin the development and production process, which includes, without limitation, HTML rendering and integration of Customer Information and Content. Company shall not include, as determined in its sole discretion, any of the following in the Web Site or in Customer's directory on Company's web server: (i) text, graphics, sound, or animations that might be viewed as obscene or depicting any illegal activities; (ii) links to other web sites that might be viewed as obscene or related in any way to any illegal activities; (iii) impressionistic or cartoon-like graphics (unless provided by Customer); (iv) invisible text, metatags (i.e., text that is present only when a "WebCrawler" or other Web indexing tool accesses the Web Site) or any other type of hidden text, hidden

information, hidden graphics or other hidden materials; (iv) or destructive elements or destructive programming of any type.

C. Coordination Steps. Customer understands that submissions for Web Site development are limited to the number of coordination steps as provided in the Order. Customer is encouraged to provide as much instruction and direction as possible with each submission. If Customer requires more coordination steps, it can do so by placing a Change Order.

D. Location and Accessibility of Web Site During Construction. Development of web pages for the Web Site will take place on the Customer's web site hosted by the Company pursuant to a separate agreement with the Customer, unless otherwise specified in the Order. If the Company hosts the Customer's Web Site, Company shall be responsible for all server technical issues pursuant to Customer's web hosting agreement with the Company; otherwise, Customer shall be responsible for such issues. Customer and end users will not have access to the Web Site during the construction of the Web Site; provided, that during the construction Customer be able to review the proposed Web Site via access to links provided by the Company.

E. Project Timelines. Project timelines, including without limitation an estimated delivery date of the final Web Site and any dates for the delivery of any Customer Information by Customer or any Company Deliverables by Company, are either set forth in the Order or established and communicated by the Project Manager via e-mail correspondence with the Customer. Both Company and Customer agree to work together to accomplish project tasks in a timely manner. Although the Company agrees to use commercially reasonable efforts to deliver the Company Deliverables, including the final Web Site, by the estimated dates or within the estimated timeframes set forth in the Order or as otherwise established in accordance with the terms of this Agreement, the Company does not guarantee that it will be able to deliver the Company Deliverables by any such dates or within any such timelines. Without limiting the generality of the foregoing sentence, the Company reserves the right to adjust any estimated deadlines or timelines due to Customer's failure to timely deliver any Customer Information/Content or any unexpected difficulties Company may encounter in performing the Services; however, Company will use commercially reasonable efforts to perform the Services in an efficient and timely manner and will notify Customer promptly of any factor, occurrence, or event coming to its attention that may affect Company's ability to meet any estimated delivery dates or timelines or that is likely to occasion any material delay in the performance of the Services. Company shall not be deemed in breach of this Agreement for failing to meet any estimated delivery dates or timelines for the Company Deliverables, if Company's failure to meet such estimated deadlines is caused by Customer's failure to meet its responsibilities and time schedules set forth in an Order or as otherwise established in accordance with this Agreement. In the event of any such failure or delay by Customer (i) all of Company's time frames, milestones, and/or deadlines shall be extended as necessary or appropriate in Company's sole discretion; and (ii) Customer shall continue to make timely payments to Company as set forth in the Order or elsewhere in this Agreement as if all time frames, schedules or deadlines had been timely completed by Company.

F. Copyright to Web Site. Customer acknowledges, understands and agrees that Company may use its own and/or may purchase third party licenses for products or services that are necessary for Company to design and develop the Web Site. Such products may include, but are not limited to server-side applications, clip art, "backend" applications, music, stock images or any other copyrighted work ("Outside Content"), which Company deems necessary to purchase on behalf of Customer to design and develop the Web Site. Customer further acknowledges and understands that any Outside Content used to design and develop the Web Site is owned by Company and/or such third parties and cannot be transferred to Customer and is hereby specifically not transferred to

Customer and shall remain the property of Company and/or such third parties. Outside Content which is owned and/or purchased by Company may be used in the design and/or development of other web sites separate from Customer. Customer and Company agree that upon payment in full of the fees associated with the design and development of the Web Site, Customer shall own a worldwide right, title, and interest in and to any custom programming of the Web Site (including, its source code and documentation) (the "Custom Programming"), but not the Outside Content or any Code Content (defined below). Customer and Company agree that Company shall retain a worldwide, royalty-free, non-exclusive, transferable, and perpetual right and license to the Custom Programming including, but not limited to, the right to modify, amend, create derivative works, rent, sell, assign, lease, sublicense, or otherwise alter or transfer the Custom Programming. Customer and Company also agree that the design and development of the Web Site may include source code, documentation, and/or application programs that were previously written or developed by Company and modified to meet Customer's specific requirements (the "Code Content"). Company shall own all worldwide right, title, and interest in and to the Code Content, but shall provide Customer (upon payment in full of the fees associated with the design and development of the Web Site) a worldwide, royalty-free, nonexclusive, transferable and perpetual right and license to use the Code Content. Company and its subcontractors retain the right to display graphics and other web design elements of the Web Site as examples of their work in their respective portfolios. No rights, interests or licenses granted by the Company hereunder will accrue to the Customer until the Completion Date and the Company has received payment in full of the Development Fee. Subject to full payment of all fees due from Customer under this Agreement, the Company hereby grants to customer a non-exclusive license to use the Outside Content incorporated in the Work ("Third Party Software"), solely in connection with the Web Site. Notwithstanding anything to the contrary herein, the Company shall not be prohibited or enjoined at any time by Customer from utilizing any "accumulated expertise and general know-how" acquired by the Company in the course of performing its obligations under this Agreement. For purposes of this Agreement, "accumulated expertise and general know-how" shall include, without limitation, information publicly known or that could reasonably have been acquired in similar work performed for another client.

G. Final Delivery. The Company shall use commercially reasonable efforts to deliver the final version of the Web Site within the timelines set forth in this Agreement, including the Order, as the same may be adjusted in accordance with the terms set forth herein. Customer shall expressly notify the Company in writing (including via e-mail to the Project Manager) within seven (7) days of delivery whether it accepts final delivery of the Web Site. If the Customer rejects the final delivery within the seven (7) day period, it shall provide the Company in writing (including via e-mail to the Project Manager) the details as to how the Web Site fails to conform with the Specifications. Upon receipt of such rejection, the Company will use commercially reasonable efforts to expeditiously make such changes to the Web Site as to make it conform with the Specifications; however, if such changes exceed the scope of the Order as determined by the Company, the Company shall have no obligation to make such changes but will provide the Customer with an estimate to make such changes (either via a proposed Change Order or at its then-current standard hourly rates, unless the Order provides otherwise). If the Company is obligated under this Agreement to make any changes to the Web Site to make it conform to the Specifications, the Company will make another final delivery of the Web Site, and the Company will have seven (7) days to either accept or reject the Web Site in accordance with this Section 3(G). If the Company determines, in its sole discretion, that it is not obligated to make any further changes to the Web Site under the terms of this Agreement, then the Customer shall be deemed to have accepted final delivery of the Web Site. If the Customer fails to reject the Company's final delivery of the Web Site within seven (7)

days after delivery thereof, the Customer will likewise be deemed to have accepted final delivery of the Web Site. Following the Customer's express final acceptance of the Web Site, the Company will make the Web Site available on the internet through the Customer's web hosting account. Following the Customer's deemed final acceptance of the Web Site, the Company may make the Web Site available on the internet through the Customer's web hosting account unless the Customer expressly informs the Company not to make the Web Site available through the internet. The "Completion Date" shall be, with respect to a Web Site for which the Customer expressly provided final acceptance, the date on which the Web Site was made available on the internet through the Company's web hosting account by the Company, and with respect to a Web Site for which the Customer was deemed to have provided final acceptance, the date on which the Customer was deemed to have provided final acceptance. If through no fault of the Company, the Company is unable to make the Web Site available on the internet through the Company's web hosting account, the Completion Date shall be deemed to be the date on which the Company accepted, or was deemed to accept, final delivery of the Web Site.

4. MAINTENANCE

This Agreement does not provide Web Site maintenance unless a Web Site maintenance plan is purchased and included in the Order or added pursuant to a Change Order. If the Customer or an agent of Customer other than Company attempts updating Customer's Web Site and repairs are needed, the Company can attempt to repair the Web Site at its then current standard hourly rate.

5. FEES

A. *Development Fee.* The total fee for the Services shall be set forth in the Order (the "Development Fee"), which, unless otherwise stated in the Order, shall be paid in full prior to the Company commencing performance of the Services. Unless otherwise stated in the Order, the Development Fee does not include any modifications to be implemented by the Company after express acceptance or deemed acceptance of the final delivery of the Web Site.

B. *Project abandonment.* If after repeated attempts to begin, continue, or finalize the delivery of Services, Customer fails to participate, or becomes otherwise unresponsive to Company requests for a period of three (3) months, the Company may deem the Customer to have abandoned this Agreement (an "Abandoned Account"). If the Company determines that this Agreement is an Abandoned Account, it will attempt to notify the Customer and may, but is not obligated to, issue a refund, and may reduce the amount of any such refund to compensate itself for any Services it provided under this Agreement.

6. INFRINGEMENT; INDEMNIFICATION

A. *Repair or Replacement of Infringing Web Pages.* If a court of competent jurisdiction imposes an injunction prohibiting the Customer from continued use of any portions of the Web Site as a result of material provided by the Company, the Company shall, at the Company's expense and at its election:

1. procure for the Customer the right to continue to use the infringing material pursuant to this Agreement; or
2. replace or modify the infringing portions of the Web Site to make them non-infringing, provided that the modifications or substitutions will not materially and adversely affect the performance of such portions or lessen their utility to the Customer (in the Company's reasonable determination).

B. *Company Indemnity.* In performing the Services, Company agrees not to design, develop or provide to Customer, except for Customer Information, any items that infringe the intellectual property rights of any other person or entity. The Company hereby agrees to indemnify and hold harmless the Customer and its officers, directors, shareholders, employees, agents, successors and assigns from and against any and all third party claims, damages, liabilities, costs and

expenses, including reasonable legal fees and expenses, arising out of or relating to the Company's breach of the foregoing sentence.

C. *Customer Indemnity.* The Customer warrants and covenants that none of the Customer Information, including without limitation, any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or other material (whether written, graphic, sound, or otherwise) provided by Customer to Company infringes the intellectual property rights of any other person or entity. The Customer shall indemnify and hold harmless the Company, its affiliates and each of the Company's and its affiliates' officers, directors, shareholders, employees, agents, sub-contractors, vendors, co-branders or other partners from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Customer's breach of the foregoing sentence or any other representation, warranty, covenant or agreement made by the Customer herein.

7. REPRESENTATIONS AND WARRANTIES; CONFIDENTIALITY

A. Company makes the following representations and warranties for the benefit of Customer:

1. *No Conflict.* Company represents and warrants that it is under no obligation or restriction that would in any way interfere or conflict with the work to be performed by Company under this Agreement. Customer understands that Company is currently working on one or more similar projects for other clients. Provided that those projects do not interfere or conflict with Company's obligations under this Agreement, those projects shall not constitute a violation of this provision of the Agreement.

2. *Conformity, Performance, and Compliance.* Company represents and warrants that (a) it shall perform the Services hereunder in a workmanlike manner and with professional diligence and skill; (b) that the final Web Site at the time of delivery will substantially conform to the Specifications and functions set forth in this Agreement, including the Order; and (c) Company will perform all work called for by this Agreement in material compliance with applicable laws. Company will repair the Web Site if it does not substantially conform to the Specifications and functions set forth in this Agreement for a period of ninety (90) days following the Customer's acceptance or deemed acceptance of the Web Site if the defect affects the usability of the Web Site. The Company shall repair such defects free of charge and shall use commercially reasonable efforts to repair any such defects within three (3) to five (5) business days of being informed by Customer in writing of such defects. This warranty does not cover links that change over time, pages that become obsolete over time, content that becomes outdated over time, or other changes that do not result from any error or omission on the part of Company.

3. *Disclaimer of All Other Warranties.* COMPANY DOES NOT WARRANT THAT THE WEB SITE WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE WEB PAGES WILL BE UNINTERRUPTED OR ERROR-FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE WEB SITE IS WITH CUSTOMER. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, THE COMPANY PROVIDES ITS SERVICES "AS IS, WHERE-IS, WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND. THE PARTIES AGREE THAT (A) THE LIMITED WARRANTIES PROVIDED BY THE COMPANY IN THIS SECTION 7 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY THE COMPANY, AND (B) TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, RELATING TO THIS AGREEMENT, THE WEBSITE AND ITS PERFORMANCE OR INABILITY TO PERFORM UNDER THIS AGREEMENT. TO THE EXTENT THIS SECTION IS HELD TO BE UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THEN ANY EXPRESS AND/OR

IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF THE ORDER, AND NO WARRANTIES SHALL APPLY AFTER THAT PERIOD.

4. *Limitation of Liability.* THE COMPANY WILL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR THE WEB SITE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE COMPANY'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT, THE SERVICES AND THE WEB SITE WILL NOT EXCEED THE AMOUNT OF THE DEVELOPMENT FEE ACTUALLY RECEIVED BY THE COMPANY.

B. Customer makes the following representations and warranties for the benefit of Company:

1. Customer represents to Company and unconditionally guarantees that all elements of Customer Information and Content furnished to Company for inclusion in the Web Site are owned by Customer, or that Customer has permission from the rightful owner to use each of these elements.

2. Client warrants that it is in, and covenants that it continues to be in, compliance with all laws, including without limitation those relating to internet electronic commerce.

C. *Confidentiality.* The parties agree to hold the other party's "Confidential Information" in strict confidence. "Confidential Information" shall include, but is not limited to, the disclosing party's and its affiliates' written or oral contracts, intellectual property, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information, whether in electronic, written or oral form. Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party without reference to the Confidential Information of the disclosing party; or (iv) is subject to disclosure under court order or other lawful process. The parties agree not to make the other party's Confidential Information available in any form to any third party or to use the other party's Confidential Information for any purpose other than as specified in this Agreement. Each party's Confidential Information shall remain the sole and exclusive property of the disclosing party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the owner of the Confidential Information may be entitled to equitable relief. Notwithstanding termination or expiration of this Agreement, Company and Customer acknowledge and agree that their obligations of confidentiality with respect to Confidential Information shall continue in effect for a period of three (3) years from the Effective Date; provided that with respect to Confidential Information that constitutes a trade secret, such obligations of confidentiality shall survive so long as such Confidential Information remains a trade secret.

8. FORCE MAJEURE

Except with respect to Client's payment obligations under this Agreement, including any Orders, neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence, including without limitation, electrical outages, failure of Internet service providers, default due to Internet disruption, including, but not limited to, denial of service attacks, riots, insurrection, acts of terrorism, war, fires, floods, earthquakes, explosions, and other acts

of nature. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

9. RELATIONSHIP OF PARTIES

In all activities hereunder, the relationship of Company and Client shall be that of independent contractors. Neither party shall, directly or indirectly, hold itself out as being a principal, officer or employee of the other party or their respective affiliated companies, or an agent, partner, franchisee or joint venturer of the other or any of their respective affiliated companies.

10. NOTICE AND PAYMENT

A. Any notice required to be given under this Agreement shall be in writing and delivered personally to the other party at the addresses listed in the Order, or, if any other address has been properly noticed under paragraph 10(B) below, then to that address, mailed by certified, registered or express mail, return receipt requested or by Federal Express UPS Overnight.

B. Either party may change its address to which notice or payment is to be sent by written notice to the other in conformance with paragraph 10(A) above.

11. JURISDICTION/DISPUTES

Jurisdiction and venue for any claim or cause of action arising under this Agreement shall be exclusively in the federal or state courts located in the City, County and State of Arizona and this Agreement shall be governed and construed in accordance with the laws of the State of Arizona, without regard to its conflicts of laws principles.

12. AGREEMENT BINDING ON SUCCESSORS

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

13. ASSIGNABILITY

Customer may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of Company. Company reserves the right to assign subcontractors as needed to this project to ensure on-time completion.

14. WAIVER

The failure of either party, at any time, to require performance by the other party of any provision hereof shall in no way affect the right of that party thereafter to enforce the same, nor shall it affect any other party's right to enforce the same, or to enforce any of the other provisions of this Agreement; nor shall the waiver by either party of the breach of any provision hereof be taken or held to be a waiver of any subsequent breach of such provision or as a waiver of the provision itself.

15. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision, and such invalid term, clause or provision shall be deemed to be severed from this Agreement.

16. INTEGRATION

This Agreement contains the entire agreement and understanding of the Parties, and, with the exception of any currently existing and valid Legacy Agreement, supersedes all prior agreements and understandings between the Parties, whether oral or written, regarding the subject matter hereof. In the event of a conflict between the terms of any Order and the terms of this Agreement, the terms of the Order shall prevail.

17. NO INFERENCE AGAINST AUTHOR

No provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

18. DULY AUTHORIZED REPRESENTATIVE

If this Agreement is executed then each Party warrants that their representative whose signature appears on such signature pages is the duly authorized by all necessary and appropriate corporate actions to execute this Agreement