KUDZU CUSTOMER AGREEMENT

1. DEFINITIONS.

1.1 "**Change of Control**" means (a) a sale, lease, transfer or other disposition of all or substantially all of the assets of Company, (b) a transaction or series of related transactions to which Company is a party in which in excess of 50%, by voting power, of Company's capital securities is transferred by existing equity holders of Company (other than transactions principally for bona fide equity financing purposes); or (c) a merger or consolidation of Company with or into another company (other than one in which stockholders of Company own a majority by voting power of the outstanding shares of the surviving or resulting company or the parent company of such surviving or resulting company).

1.2 "**Content**" means content, data, and information that is owned by Company or any of its licensors that is provided or made available by Company through use of the Platform Content does not include Customer Data. Content includes Derivative Data (defined below).

1.3 "**Customer Data**" means the electronic data and information input into the Platform by or on behalf of Customer or its Users.

1.4 "**Documentation**" means any user materials, instructions, and technical documentation made available by Company to Customer for the use and operation of the Platform.

1.5 "**Error**" means a reproducible failure of the Platform to substantially conform to the Documentation.

1.6 "**Order**" means any written order document executed by Company and Customer setting forth the terms and conditions relating to the Services. Each Order is incorporated by reference into this Agreement.

1.7 "**Platform**" means Company's proprietary platform utilized by Company to provide the Software to Customer under this Agreement. The Platform does not include Customer's connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for Customer its Users to connect to and obtain access to the Platform or to utilize the Services.

1.8 "**Services**" means the Software, Platform, hosting, support and/or other services set forth in an Order or otherwise agreed to in writing by the parties.

1.9 "**Software**" means Company's proprietary Kudzu software solution, including any modified, updated, or enhanced versions of such the Kudzu software solution that may become part of the Software.

1.10 "**Usage Data**" means any content, data, or information that is collected or produced by the Platform in connection with the use of the Services in an aggregated format not identifiable to Customer or a particular User, and may include, but is not limited to, usage patterns, traffic logs and user conduct associated with the Platform.

1.11 "**Users**" means the employees, independent contractors, and agents of Customer and other individuals who are authorized to use the Services on behalf of Customer.

2. GRANT OF RIGHTS

2.1 **Access Rights; Customer's Use of the Platform.** Subject to the terms and conditions of this Agreement, Company hereby grants to Customer, during the Term (as defined below), a non-exclusive, non-transferable (except as permitted by Section 10.2), non-sublicensable right for Users to access and use the Platform for Customer's own internal business purposes in accordance with the Documentation and subject to any usage limitations set forth in the applicable Order. Subject to the terms and conditions of this Agreement, Company grants Customer a perpetual, royalty-free, fully-paid, nonexclusive, non-transferable (except as permitted by Section 10.2), non-sublicensable license to use the Content exported by Customer from the Platform solely for Customer's internal business purposes. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Platform, or any part thereof

2.2 **Restrictions on Use.** Customer shall not, and shall not permit any User or any other party to: (a) reproduce, display, download, modify, create derivative works of or distribute the Services, or attempt to reverse engineer, decompile, disassemble or access the source code for the Platform, Software or any component thereof; (b) use the Services, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Customer; or (c) permit any party, other than the then-currently authorized Users to access the Platform, Software, or Content; or (d) access or use the Services, Platform, Content, or Software to create a competing product or service. Customer may not remove or export from the United States or allow the export or re-export of the Platform, Software, Content or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

2.3 **Users.** Subject to the terms and conditions of this Agreement, Customer may permit independent contractors and employees of Customer to become Users in order to access and use the Services on Customer's behalf. Customer will be liable for all acts and

omissions of Users, including Users' compliance with this Agreement. Customer shall not, and shall not permit any User to, use the Services or Documentation except as expressly permitted under this Agreement. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform, and notify Company promptly of any such unauthorized use known to Customer.

2.4 **Support.** Subject to the terms and conditions of this Agreement, Company will exercise commercially reasonable efforts to (a) provide support for the use of the Platform to Customer, and (b) keep the Platform operational and available to Customer, in each case in accordance with its standard policies and procedures.

2.5 **Changes to the Services.** Company reserves the right to modify its Platform, Software, and Service in its sole discretion at any time; provided, however, Company will not materially diminish the features and functionalities of the then-current Platform without providing Customer notice of such material diminishment, and a limited window to terminate the Agreement without penalty.

3. FEES AND PAYMENT TERMS.

3.1 **Price.** Customer shall pay Company the fees set forth in the applicable Order ("**Fees**") in accordance with the terms of this Agreement. Fees are exclusive of, and Customer shall pay all taxes, fees, duties, and other governmental charges arising from the payment of any fees or any amounts owed to Company under this Agreement (excluding any taxes arising from Company's income or any employment taxes). Customer will make all payments of Fees to Company free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to Company will be Customer's sole responsibility, and Customer will provide Company with official receipts issued by the appropriate taxing authority, or such other evidence as Company may reasonably request, to establish that such taxes have been paid. Fees for any Services requested by Customer that are not set forth in the applicable Order will be charged as mutually agreed to by the parties in writing. Company reserves the right to change the Fees and to institute new Fees for any Renewal Term upon prior written notice to Customer at least sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term.

3.2 **Payment.** Customer shall pay to Company all Fees within thirty (30) days after Customer's receipt of the applicable invoice for such Services. If Customer disputes in good faith any Fees set forth in an invoice, it shall notify Company of the dispute within thirty (30) days after receipt of such invoice. All payments received by Company are non-refundable except as otherwise expressly provided in this Agreement. Customer shall make all payments in United States dollars. Any amounts not paid when due are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower. Customer shall be responsible for all Company's costs of collection, including without limitation reasonable attorney's fees.

3.3 **Suspension.** If any undisputed amount owing by Customer under this Agreement is thirty (30) days or more overdue, Company may, without limiting its other rights and remedies, suspend Services, including Customer's and its Users' access to the Platform, until such undisputed amounts are paid in full on the condition that Company provides Customer with at least ten (10) days' prior written notice that such amounts are overdue before suspending Services.

4. TERM AND TERMINATION

4.1 **Term.** This Agreement commences on the Effective Date and continues until all Orders have expired or been terminated (the "**Term**").

4.2 **Order Term.** The initial term of an Order shall begin on the date set forth in the Order and continue for the Order Term set forth therein ("**Initial Term**"). Thereafter, the Order will **automatically renew for additional one-year periods (each, a "Renewal Term"), unless a party gives the other party written notice of its intent to not renew at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term.** Notwithstanding the foregoing, Company will not be able to exercise such right of non-renewal in the six (6) months immediately following a Change of Control.

4.3 **Termination for Cause.** A party may terminate this Agreement or any Order immediately upon written notice if the other party breaches any material provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within thirty (30) days after being provided with written notice of such breach.

4.4 **Effects of Termination.** Upon any expiration or termination of this Agreement or any Orders: (a) all amounts owed to Company under this Agreement or such Order will be due and payable in accordance with Section 3, (b) all licenses granted in this Agreement will immediately cease, (c) Customer shall promptly discontinue all access and use of the Platform and return or erase, all copies of the Documentation in Customer's possession or control. For twenty (20) days after the end of the Term, as applicable, Company will make the Customer Data available to Customer through the Platform on a limited basis solely for purposes of Customer retrieving the Customer Data, unless Company is instructed by Customer to delete such data before that period expires. After such period, Company will discontinue all use of Customer Content and destroy all copies of Customer Content in its possession, except as permitted by applicable law or as required to be retained for Company's data archives. Sections 1, 3.4, 2.2, 3, 4.4, 5.1, 5.3, 5.4, 5.5, 6.3, 7, 8, 9, and 10 will survive any termination or expiration of this Agreement.

5. PROPRIETARY RIGHTS

5.1 **Customer.** As between the parties, Customer owns all right, title, and interest in and to Customer Data, including all intellectual property rights therein. Any rights not expressly granted to Company hereunder are reserved by Customer and its suppliers. Company

is not obligated to back up any Customer Data; the Customer is solely responsible for creating backup copies of any Customer Data at Customer's sole cost and expense. Customer will have the ability, during the Term, to export the Customer Data out of the Platform and is encouraged to make its own backup copies of the Customer Data. Customer is solely responsible for all Customer Data, including, without limitation, the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer will obtain all third-party licenses, consents, and permissions needed for Company to use the Customer Data as contemplated by this Agreement and for Customer to grant the rights granted herein to the Customer Data.

5.2   Customer Data License Grant. Customer hereby grants to Company, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 10.2), worldwide, royalty-free license to: (a) access, reproduce, process, analyze, store, retain, transmit copy, modify, perform, display, and otherwise use the Customer Data in order to perform the Services under this Agreement; (b) update, recalibrate, modify and/or create derivative works of the Customer Data (the "**Derivative Data**"). Customer further authorizes Company to anonymize Customer Data and to aggregate Customer Data with similar data from other Company customers in a manner that does not identify Customer or any User, to further develop and provide Company's products and services. Customer shall have the right to use the Derivative Data during the Term, solely as part of the Services and in accordance with the Documentation.

5.3   Company Technology. The Software, Platform, Content, and Documentation, and all worldwide intellectual property rights in each of the foregoing, and all additions and modifications to each of the foregoing, are the exclusive property of Company and its suppliers. Any rights not expressly granted to Customer hereunder are reserved by Company and its suppliers.

5.4   Usage Data and Derivative Data. Customer acknowledges and agrees that, during the Term, Company may collect Usage Data. As between the parties, Customer owns all right, title, and interest in and to the Usage Data and the Derivative Data, including all intellectual property rights therein. Company may aggregate, use and disclose (in a manner that does not identify Customer or any User) Usage Data and Derivative Data, both during and after the Term, in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve Company's products, services, systems, and algorithms.

5.5   Feedback. Customer hereby grants to Company a fully-paid, royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into Company's products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the Services. Company will not identify Customer as the source of any such feedback.

6.   WARRANTY; DISCLAIMERS

6.1   Limited Warranty. Company represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner substantially consistent with general industry standards. Provided that Customer notifies Company in writing of the breach within thirty (30) days following performance of the defective Services, specifying the breach in reasonable detail, Company will, as Customer's sole and exclusive remedy, for any breach of the foregoing, re-perform the Services which gave rise to the breach or, at Company's option, refund the Fees paid by Customer for the Services which gave rise to the breach. Company further warrants to Customer that the Platform will operate free from Errors during the Term, provided that such warranty will not apply to failures to conform to the Documentation to the extent such failures arise, in whole or in part, from (a) any use of the Platform not in accordance with this Agreement or as specified in the Documentation; (b) any use of the Platform in combination with other products, equipment, software, or data not supplied or approved in writing by Company; or (c) any modification of the Platform by any person other than Company or its authorized agents or subcontractors. Provided that Customer notifies Company in writing of any breach of the foregoing warranty during the Term, Company will, as Customer's sole and exclusive remedy, provide the support described in Section 2.4.

6.2   Customer Warranties. Customer represents and warrants that: (a) it has obtained and will maintain throughout the Term, all rights, licenses, consents, and permissions to make available the Customer Data to Company and to authorize Company to use it as contemplated by this Agreement; and (b) it has obtained and will maintain throughout the Term the right to grant Company the licenses in Section 5.2; (c) it has and will continue to collect, use, and share all Customer Data in accordance with all applicable laws, including without limitation any applicable privacy laws; (d) it will not provide Company with any PHI, as defined under the Health Insurance Portability and Accountability Act of 1996 as now in force or hereafter amended, and all related regulations; and (e) it will use the Services, Platform, and all Content therein in accordance with all applicable laws, rules, and regulations.

6.3   Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. COMPANY IS NOT RESPONSIBLE FOR ERRONEOUS DATA INTRODUCED BY CUSTOMER OR THIRD PARTIES, AND CUSTOMER ACKNOWLEDGES AND AGREES THAT ERRORS ORIGINATING FROM CUSTOMER FROM THIRD-PARTY DATA SHALL NOT BE CONSIDERED BREACHES OF COMPANY'S WARRANTY OBLIGATIONS. ANY CONTENT, INCLUDING PROVIDER DIRECTORIES, AND ANY OTHER DATA OR INFORMATION THAT CUSTOMER OBTAINS THROUGH THE SERVICES IS FOR INFORMATIONAL

AND GENERAL REFERENCE PURPOSES ONLY. COMPANY DOES NOT PROVIDE ANY ADVICE OR QUALIFICATION CERTIFICATION WITH RESPECT TO ANY INDIVIDUAL HEALTHCARE PROVIDER. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

7. INDEMNIFICATION

7.1 **Claims Against Customer.** Company shall defend any claim, suit, or action against Customer brought by a third party to the extent based on an allegation that the Software infringes any U.S. intellectual property rights of such third party (each, a "**Customer Claim**"), and Company shall indemnify and hold Customer harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys' fees and other legal expenses) (collectively, "**Losses**") that are specifically attributable to such Customer Claim or those costs and damages agreed to in a settlement of such Customer Claim. The foregoing obligations are conditioned on Customer: (a) promptly notifying Company in writing of such Customer Claim; (b) giving Company sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Company's request and expense, assisting in such defense. In the event that the use of the Platform is enjoined or in Company's opinion is likely to be enjoined or the subject of an infringement claim, Company may, at its option and at its own expense either (i) procure for Customer the right to continue using the Platform, (ii) replace the Software with a non-infringing but functionally equivalent product, (iii) modify the Software so it becomes non-infringing or (iv) terminate this Agreement and refund the amounts Customer paid for access to the Platform that relate to the period during which Customer was not able to use the Platform. Notwithstanding the foregoing, Company will have no obligation under this Section 7.1 with respect to any infringement claim based upon: (1) any use of the Platform not in accordance with this Agreement or as specified in the Documentation; (2) any use of the Platform in combination with products, equipment, software, or data not supplied or approved in writing by Company of if such infringement would have been avoided without the combination with such other products, equipment, software, or data; or (3) any modification of the Platform by any person other than Company or its authorized agents or subcontractors. This Section 7.1 states Company's entire liability and Customer's sole and exclusive remedy for infringement claims or actions.

7.2 **Claims Against Company.** Customer shall defend, any claim, suit, or action against Company brought by a third party to the extent that such claim, suit or action is based upon Customer's breach of its warranties, or any act or omission of Customer or its authorized Users ("**Company Claim**") and Customer shall indemnify and hold Company harmless, from and against Losses that are specifically attributable to such Company Claim or those costs and damages agreed to in a settlement of such Company Claim. The foregoing obligations are conditioned on Company: (a) promptly notifying Customer in writing of such Company Claim; (b) giving Customer sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Customer's request and expense, assisting in such defense.

8. LIMITATIONS OF LIABILITY.
IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO COMPANY UNDER THE APPLICABLE ORDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDEING THE EVENT FIRST GIVING RISE TO SUCH LIABILITY. THE LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 8 SHALL NOT APPLY TO A PARTY'S OBLIGATIONS UNDER SECTION 7, TO LIABILITY ARISING FROM A PARTY'S BREACH OF SECTION 9, TO LIABILITY ARISING FROM CUSTOMER'S BREACH OF SECTION 2.2, OR TO LIABILITY ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR VIOLATION OF LAW.

9. CONFIDENTIALITY

9.1 **Definitions.** "**Confidential Information**" means all information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, whether or not such information is designated as confidential. Company's Confidential Information includes Software and Documentation. Customer's Confidential Information includes Customer Data.

9.2 **Protection.** Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement and shall not disclose Confidential Information to anyone other than Users (with respect to Customer) those of its employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement (with respect to Company) and who are, in each case, under subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section 9. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Recipient shall use commercially reasonable data security measures to prevent unauthorized access to Discloser's electronically stored or processed data. At Discloser's request or upon termination or expiration of this Agreement, Recipient will return to Discloser or destroy

(or permanently erase in the case of electronic files) all copies of the Confidential Information that Recipient does not have a continuing right to use under this Agreement, and Recipient will, upon request, certify to Discloser its compliance with this sentence. The foregoing will not apply to Customer Data, which will be returned or destroyed pursuant to Section 4.4.

9.3 **Exceptions.** Recipient shall have no confidentiality obligations under Section 9.2 above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser's disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; or (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and Recipient shall reasonably cooperate in such efforts at the expense of Discloser.

10. **GENERAL**

10.1 **Independent Contractor.** Company's relationship to Customer is that of an independent contractor, and neither Customer nor Company is intended to or should be construed to be an agent, partner, joint venture, or employee of the other. Neither party has any authority to bind or otherwise obligate the other party in any manner, and neither party may represent to anyone that it has a right to do so.

10.2 **Assignment.** Neither party may assign or transfer, by operation of law or otherwise, this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent, such consent shall not be unreasonably withheld or delayed; except that Company may assign this Agreement without consent from the Customer by operation of law or otherwise to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be void. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

10.3 **Force Majeure.** Except for payment obligations, neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder as a result of any cause which is beyond the reasonable control of such party, including, but not limited to, acts of God, earthquake, fire, flood, embargo, pandemic, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or war.

10.4 **Notices.** To be effective, notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, or certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address for each party first set forth on the Order and will be effective upon receipt, except that electronic mail may be used to distribute routine communications and to obtain approvals and consents but may not be used for any other notices. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

10.5 **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Georgia without reference to its choice of law rules. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in **[Atlanta, Georgia]** in any litigation arising out of this Agreement or the Services. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

10.6 **Bankruptcy.** In the event of the commencement of a bankruptcy case or proceeding by or against Company under the United States Bankruptcy Code, as it may be amended or supplemented from time to time (the "**Code**"), Customer will be entitled to retain all of its rights under this Agreement to any "intellectual property" (as defined in 11 U.S.C. § 101(35A)) licensed to it hereunder, if any. Without limiting the foregoing, the licenses and rights to the Software hereunder, if any, are "intellectual property" as defined in 11 U.S.C. § 101(35A) and, if Company files for bankruptcy, or if any action or proceeding under the Code is filed against Company, this Agreement will be governed by, and Customer shall be entitled to the rights and protections provided pursuant to, 11 U.S.C. § 365(n), as the same may be amended or supplemented from time to time. Nothing in this provision will be deemed to grant to Customer any rights in and to the Software greater than or for a term longer than provided in this Agreement.

10.7 **Remedies.** Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Each party acknowledges and agrees that any actual or threatened breach of Sections 2.2 or 9 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would otherwise be required. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.

10.8 **Compliance with Laws.** Each party shall comply with those laws, rules, and regulations in jurisdictions within the United States that are specifically applicable to the applicable party.

10.9   Waivers. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

10.10   Severability. If any provision of this Agreement is, for any reason, held to be unenforceable, the other provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

10.11   Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

10.12   Entire Agreement. This Agreement, including any Order and any exhibits or attachments thereto, constitute the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Agreement shall govern. No amendment to this Agreement will be effective unless in writing and signed by the party to be charged.