



B-Line Medical, LLC
 1300 19th Street NW, Suite 100
 Washington, DC 20036 USA
 1-888-228-3838 Tel
 (202) 330-5267 Fax

Order Form:
**SimCapture®, Centralization
 Server and/or related Services**

(Enter Company's Full Legal Name): (hereinafter the " Customer ")		Order Date:	
	Customer Contact Information:	Billing Contact Information: (if different from Customer contact)	Shipping Contact Information including actual " Premises " for Installation of B-Line Medical Product(s): (if different from Customer contact)
Attention:			
Address:			
City, State, Zip:			
Phone:			
Fax:			
Email:			

B-Line Medical SKU and Product /Service Description(s)	Order Type	Quantity	Unit Price	Net Price
List Product Name/SKU's	New/Additional Order		\$ USD	\$ USD
<u>Total Fees Due (excluding applicable taxes):</u>				\$ USD

Payment Schedule	Deposit	50%	Date of Shipment of Product(s)	40%	Date of Project Completion	10%
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Deal Type: Direct Sale	Account Manager:
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Purchase Terms and Conditions

1. License Terms. This **Order Form** and **Purchase Terms and Conditions**, are subject to and incorporate by reference the terms and conditions of the attached "**B-Line Medical Customer Software License and Services Agreement**", and the "**Statement of Work**" and "**Support & Maintenance Program Details**" referenced below, including all Exhibits and Appendixes referenced therein (collectively the "Agreement"). All capitalized terms used herein have the meanings stated in this Agreement, unless stated otherwise.
2. Payment Terms.
 - 2.1 Purchase Process. B-Line Medical will provide to Customer a completed Order Form for Customer to confirm the specified Product(s) and/or Services, quantity and fees for each purchase. Note: All references to the "sale", "selling" or "purchase" of B-Line Medical Software Product(s) means the sale or purchase of a limited license to use such B-Line Medical Software Product(s).
 - 2.2 Payment. All Fees are invoiced in accordance with the Payment Schedule set forth in the Order Form. All invoices are due within thirty (30) days of invoice date. All payments due are in U.S. dollars. Payments made via wire transfer must include the following instructions:

<p>Domestic Wires and ACH Payments (US-only) Beneficiary Name: B-Line Medical, LLC Beneficiary Address: 1300 19th St. NW Suite 100, Washington, DC 20036 USA Account Number: 3301366417 Bank: SIL VLY BK SJ Bank Address: 3003 Tasman Drive Santa Clara, CA 95054 USA Bank ABA/RTN: 121140399</p>	<p>Paper Checks Via 1st Class Mail Beneficiary Name: B-Line Medical, LLC Payment Address: PO Box 200083 Pittsburgh, PA 15251-0083 USA</p>
<p>International Wires Beneficiary Name: B-Line Medical, LLC Beneficiary Address: 1300 19th St. NW Suite 100, Washington, DC 20036 USA Account Number: 3301366417 Bank: SILICON VALLEY BANK Bank Address: 3003 Tasman Drive Santa Clara, CA 95054 USA Bank ABA/RTN: 121140399 Bank SWIFT Code: SVBKUS6S</p>	<p>Paper Checks Via Courier (FedEx, UPS, etc.) Beneficiary Name: B-Line Medical, LLC Attn: 200083 Payment Address: 500 Ross Street 154-0455 Pittsburgh, PA 15262-0001 USA</p>

2.3 Taxes. Customer is responsible for any taxes related to its purchase of any Product(s) and/or Services, and Customer will pay for the Product(s) and/or Services without any reduction for such amounts. If B-Line Medical is obligated to collect or pay any such taxes, the taxes will be invoiced to Customer, unless Customer provides B-Line Medical with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to B-Line Medical, Customer must provide B-Line Medical with an official tax receipt or other appropriate documentation to support such withholding.

2.4 Delinquent Payments. Delinquent payments may bear interest at the rate of one and one half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. ~~Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by B-Line Medical in collecting delinquent amounts, except where such delinquent amounts are due to B-Line Medical's billing inaccuracies.~~ EJT 4/4/19

2.5 Purchase Orders.

- a. Required. If Customer's Ordering Document is a Quote, then a Purchase Order is required to be issued by Customer to B-Line Medical. If Customer's Ordering Document is an Order Form, and Customer wants a Purchase Order number on its invoice, Customer will inform B-Line Medical and will issue a Purchase Order to B-Line Medical. If Customer requires a Purchase Order, and fails to provide the Purchase Order to B-Line Medical, then B-Line Medical will not be obligated to provide the Product(s) and/or Services until B-Line Medical has received the Purchase Order. ~~In all cases, any terms and conditions on a Purchase Order do not apply to the Agreement and are null and void, unless otherwise expressly agreed to in writing by B-Line Medical.~~ EJT 3/26/19 In the event of any conflicts between the terms and conditions of a Purchase Order and the terms and conditions of the Agreement, the Agreement shall take legal precedence over the Purchase Order.
- b. Not Required. If Customer waives the Purchase Order requirement, then: (a) B-Line Medical will invoice Customer without a Purchase Order; and (b) Customer agrees to pay invoices without a Purchase Order.

2.6 Prompt Shipment. Customer must schedule and accept shipment of Product(s) within ninety (90) days of Order Date, unless otherwise agreed in writing by B-Line Medical. If shipment of Product(s) cannot be scheduled within a reasonable timeframe after the Order is placed, Customer shall be charged a storage fee not to exceed five percent (5%) of the total cost of such Order calculated monthly on a per year basis. Any delay of shipment by Customer must not cause a delay in Scheduled Payment requirements.

2.7 Risk Upon Shipment. The grant of license to the B-Line Medical Software Product(s) to Customer occurs upon the Effective Date. The transfer of title to the hardware components of the Product(s) occurs upon delivery of the Product(s) to a third-party carrier for shipment to Customer's Premise as set forth in the Order Form or other shipment location designated by Customer. Customer shall assume and bear all risk of loss, destruction, damage or theft of the Product(s) upon such delivery, except to the extent such loss or damage is caused by the gross negligence or willful misconduct of B-Line Medical's employees or agents.

3. Additional Order Form(s). Additional Product(s) and/or services may be purchased by Customer using Additional Order Forms, subject to acceptance by B-Line Medical. Such additional orders shall be governed by the terms and conditions of the Agreement.

4. Annual Support and Maintenance. As part of the initial first year's services relating to the B-Line Medical Product(s), B-Line Medical will provide Customer with its standard maintenance and technical support services ("Annual Support and Maintenance Services") as described in the then current "Support and Maintenance Program Guidelines" referenced below. Note: future hardware upgrade Product(s) purchased after the initial purchase are only covered under the paid on-going Annual Support and Maintenance Services referenced below. Annual Support and Maintenance Services commence upon the earlier of, the B-Line Medical project completion date or one hundred twenty (120) days from receipt of first payment and signed contracts. The first renewal term for Annual Support and Maintenance Services is highly recommended and will be invoiced to Customer at the rate set forth in the Order Form. On-going Support and Maintenance Services are subject to the then current Standard Support & Maintenance Policies and the timely payment by Customer of the applicable Annual Support and Maintenance Fee ("ASM Fee") at the then current rates.

5. Special Notes. [No special notes.]

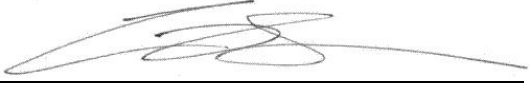
By signing this **Order Form**, each Party represents and warrants that (i) it has read and understands the **Order Form, Purchase Terms and Conditions** and the **B-Line Medical Customer Software License and Services Agreement** that is incorporated by reference herein, including the **Statement of Work** and **Support & Maintenance Program Details** referenced below and agrees to be bound by the terms and conditions thereof, and (ii) it has full power and authority to accept this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by persons duly authorized as of the date signed by B-Line Medical below ("Effective Date").

B-Line Medical LLC:

By: Michael Duffy
Print Name: Michael J. Duffy
Title: VP of Sales
Date: April 17, 2019

Customer:

By: 
Print Name: Eric J. Thompson
Title: Procurement Specialist
Date: 2-May-2019

Documents incorporated by reference herein as part of this Agreement, including all Exhibits and Appendixes:

Customer
Initials

- | <u>Document Name and Location</u> | <u>Customer Initials</u> |
|--|--------------------------|
| • Order Form and Order Form Terms and Conditions – see above. | EJT/E2T |
| • Customer Software License and Services Agreement – see attached. | EJT/E2T |
| • Statement of Work and Support and Maintenance Program Guidelines – please find at the URL:
http://www.blinemedical.com/pdf/BLM_SOW_ASMA.pdf | |

CUSTOMER SOFTWARE LICENSE AND SERVICES AGREEMENT TERMS AND CONDITIONS

Please Note: Customer is purchasing a license to use the B-Line Medical Software. The B-Line Medical Software is owned and remains the property of B-Line Medical and/or its licensors and is protected by copyright and other intellectual property laws and international treaties. B-Line Medical and Customer are sometimes referred to herein each as a "Party" and together as the "Parties".

1. **Grant of Customer Software License.** The B-Line Medical proprietary utilities, applications and software modules and any enhancements, updates or new versions thereto, in any format (the "**B-Line Medical Software**") and the accompanying documentation ("**Documentation**") included in the B-Line Medical Product(s) known as SimCapture® provided to Customer hereunder (collectively "the **Product(s)**") are licensed, not sold, to Customer for use under the terms of this Agreement. B-Line Medical hereby grants to Customer a limited, nonexclusive, nontransferable license to possess, access, and use the Product(s) at Customer's **Premise(s)** as specified in the **ORDER FORM** or as updated by any additional Order Form(s) or written Addendums thereto. Authorized users of the Product(s) shall be limited to Customer, its employees, faculty and students participating in Customer's internal training activities. The license granted hereunder shall be limited to the right to install the Product(s) for the benefit of Customer and to utilize the Product(s) for Customer's own training purposes only, with simulated environments or simulation technologies only (not live patients). Customer may make copies of the B-Line Medical Software only as applicable for backup and archival purposes.

2. **Installation Services and Statement(s) of Work.** B-Line Medical shall provide on-site installation and deployment support for the Product(s) as set forth in the "**Statement of Work**" referenced herein and any written Amendments or Addendums thereto subject to written confirmation and acceptance by B-Line Medical and Customer.

3. **Intellectual Property Rights and Restrictions.** The Product(s), and all components thereof, are and shall at all times remain, the sole and exclusive property of B-Line Medical or its licensors, including, without limitation, all worldwide Intellectual Property Rights embodied in, related to, or represented by the Product or any version thereof. "**Intellectual Property Rights**" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including moral rights and similar rights. Other than specifically authorized under this Agreement, Customer may not copy, alter, modify, adapt, translate, or create derivative works based upon the Product or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Customer may not de-compile, reverse engineer, disassemble or otherwise reduce the Product. Customer may not rent, lease, sublease, re-license or otherwise make available the Product (other than allowing access to Customer Data through the use of the Product), in whole or in part, to third parties or use the Product as part of a commercial service bureau, outsourcing, timesharing, or affiliate program environment. Customer shall have no right to create derivative works of the Product, either directly or through any third party, including but not limited to translated or localized releases of the Product. Customer acknowledges that the Product is a training tool and shall not use the Product(s) to diagnose, treat, cure, mitigate, or prevent a disease or condition of a patient.

4. **Customer Data.** The Parties acknowledge that all Customer Data used with the Product and all data derived from such Customer Data is and shall remain the property of Customer and nothing in this Agreement shall restrict Customer's use of its Customer Data. B-Line Medical shall have no responsibility for the accuracy, quality, integrity, legality, reliability, or appropriateness of Customer Data, and B-Line Medical shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of any Customer Data. Customer acknowledges that use of any Customer Data generated, obtained or acquired through the use of the Product(s) is at Customer's sole risk and discretion. B-Line Medical and its licensors are not liable or responsible for any results generated using Customer Data.

5. **Confidentiality.** Each Party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other Party's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own

confidential information of a similar nature, but in no event use less than reasonable efforts. "**Confidential Information**" means information that a disclosing Party considers to be confidential, including but not limited to business and technical information, marketing plans, research, designs, plans, methods, techniques, processes and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing. Confidential Information shall not include information which: (i) is, or as of the time of its disclosure or thereafter, becomes part of the public domain through a source other than the receiving Party; (ii) was rightfully known to the receiving Party as of the time of its disclosure; (iii) is independently developed by the receiving Party; (iv) is subsequently learned from a third party not under a confidentiality obligation to the disclosing Party; or (v) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, whereupon the Party subject to same shall provide prompt written notice to the other Party prior to such disclosure, so that such Party may seek a protective order or other appropriate remedy. The Parties acknowledge that the Product specifications and any quotes and pricing, including the Order Form and Statement of Work provided to Customer shall be treated as Confidential Information. The disclosure of all information pertaining to this contract and subsequent purchases will be subject to Wisconsin's Open Records statutes. (See also Section 3.5 of the RFB document) -EJT/E2T 4/4/19

6. **Disclaimer of Warranty.** Certain access to the Product(s) may depend on network connectivity. B-Line Medical has no control over connections to and from the Internet or Customer's internal networks; therefore B-Line Medical makes no warranty that access to the Product(s) will be uninterrupted due to reliance on network connectivity. THE WARRANTIES TO ANY HARDWARE SUPPLIED UNDER THIS AGREEMENT ARE THOSE MADE BY THE APPLICABLE MANUFACTURERS ONLY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, B-LINE MEDICAL AND ITS LICENSORS DO NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. B-LINE MEDICAL AND ITS LICENSORS DO NOT WARRANT THAT THE OPERATION OF THE PRODUCTS PROVIDED HEREUNDER WILL BE ERROR-FREE OR UNINTERRUPTED. THE PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES, SUCH AS LIFE SUPPORT SYSTEMS WHERE THE USE OR FAILURE OF THE PRODUCTS COULD LEAD TO DEATH OR PERSONAL INJURY.

7. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL OR ANY SUCH DAMAGES, UNDER ANY THEORY OF LIABILITY, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. FURTHER, IN NO EVENT SHALL B-LINE MEDICAL AND/OR ITS LICENSORS BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO B-LINE MEDICAL HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. This limitation of liability does not apply to any work that may be performed on site which results in direct damages to real property or personal injury. Nothing in this agreement seeks to limit or restrict liability for death or personal injury, or real property damage resulting from negligence. -EJT/E2T 4/4/19

8. **Indemnification.**

8.1 **By B-Line Medical.** B-Line Medical will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that the B-Line Medical Software infringes or misappropriates any United States patent, copyright, trade secret or trademark of that third party, provided that: (i) Customer promptly notifies B-Line Medical in writing of any and all known threats, claims and proceedings related thereto; (ii) B-Line Medical shall have the sole control of the defense and/or monetary settlement thereof; (iii) Customer will furnish to B-Line Medical, upon request, reasonable information available to Customer for such defense; and (iv) Customer provides B-Line Medical with reasonable assistance in the defense at the sole cost of B-Line Medical. If Customer is seeking indemnification hereunder, Customer will promptly notify B-Line Medical of the claim and cooperate with B-Line Medical in

defending the claim. Customer may join in the defense with its own counsel at its own expense. Any settlement requiring the Party seeking indemnification to admit liability or to pay any money will require that Party's prior written consent, such consent not to be unreasonably withheld or delayed.

8.2 **Exceptions.** The obligations set forth in Section 8.1 do not apply if the third party claim is caused by, or results from: (a) any third-party products, or Product(s) not developed by B-Line Medical, whether or not provided hereunder; (b) Customer's combination or use of the Product(s) with software, services, or products developed by Customer or third parties, if the claim would have been avoided by the non-combined or independent use of the Product(s); (c) modification of the Product(s) by anyone other than B-Line Medical if the third party claim would have been avoided by use of the unmodified Product(s); (d) Customer's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (e) Customer's use of the Product(s) in a manner not in accordance with this Agreement or the Documentation; or (f) use of other than B-Line Medical's most current release of the Product(s) if the third party claim would have been avoided by use of the most current release.

8.3 **Remedies for Infringement.** If any B-Line Medical Software becomes, or in B-Line Medical's opinion is likely to become, the subject of a claim of infringement, B-Line Medical will, at its sole option and discretion, (i) procure for Customer the right to continue using the B-Line Medical Software; (ii) replace the B-Line Medical Software with a non-infringing product substantially complying with the B-Line Medical Software's specifications and functionality; (iii) modify the B-Line Medical Software so it becomes non-infringing and performs in a substantially similar manner to the original B-Line Medical Software; or (iv) upon failure of the foregoing, Customer will cease any infringing use of the B-Line Medical Software and B-Line Medical will refund the license fees paid B-Line Medical for the infringing B-Line Medical Software, less a reasonable allowance for use. THE PROVISIONS OF THIS SECTION 8, SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTION 7, STATE THE ENTIRE LIABILITY OF B-LINE MEDICAL, ITS AFFILIATES AND REPRESENTATIVES FOR INFRINGEMENT OR POTENTIAL INFRINGEMENT BY ANY B-LINE MEDICAL SOFTWARE AND STATE THE ONLY REMEDIES AVAILABLE UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. **Compliance with Laws and Export Restrictions.** Customer shall ensure that all users of the Product(s) comply with all applicable laws and regulations which may govern access to and use of the Product(s) by Customer and its authorized users, including without limitation any compliance or any United States and foreign laws and regulations relating to export and import control and access, use, disclosure, storage or transmission of any personal or other data in connection with use of the Product(s) by Customer and its Authorized Users. Customer agrees that it will not export or re-export the Product(s) to any country, person, or entity subject to U.S. embargo, listed at http://www.pmdotc.state.gov/embargoed_countries/index.html or at such website that may be provided by the United States Department of State from time to time. Customer specifically agrees not to export or re-export the Product (a) to any country that the U.S. has embargoed or restricted the export of goods or services or (b) to any national of any such country who intends to transmit or transport the Product(s) back to such country.

10. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue in perpetuity, unless terminated in accordance with the termination procedures set forth herein. Either Party may terminate this Agreement upon written notice to the other Party if the other Party materially breaches any obligation and fails to cure such breach within thirty (30) days after receiving notice. Either Party shall also have the right to terminate this Agreement upon notice to the other if the other Party: (i) terminates or ceases operating its business in the normal course; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (iv) has wound up

liquidated, voluntarily or otherwise, only, in the case of (ii) and (iii), above, if the condition has not been cured within sixty (60) days. Upon the termination or expiration of this Agreement, or upon a request by B-Line Medical: (i) all outstanding payments to B-Line Medical shall promptly be paid in full; (ii) all Confidential Information of B-Line Medical in the possession of Customer shall be promptly returned (or, at B-Line Medical's written instruction, destroyed). Upon termination or cancellation of this Agreement, Customer agrees to return or destroy/disable the Product (at B-Line Medical's direction) so that it is no longer usable and to make no further use of the Product(s). The restrictions in the following Sections shall survive the termination or expiration of this Agreement: 3, 4, 5, 6, 7, 9, 10, 11, 12, 13 and 14.

11. **Government Purposes.** The Product(s) and Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Product(s) or Services is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFAR 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, including technical data or manuals, is governed by the terms, conditions and covenants contained in the B-Line Medical standard commercial license agreement, as contained herein.

12. **Publicity.** From time to time B-Line Medical and/or Customer may develop statements regarding Customer's use of the Product(s) and the relationship between the Parties. Either Party, subject to the prior approval of the other Party, may use such Statements. In addition, Customer may cite that B-Line Medical is the source of the Product in any publication that reports the use of the Product and B-Line Medical may cite Customer as a user of the Product without prior consent.

13. **Dispute Resolution; Choice of Law.** If a dispute arises between the Parties relating to the interpretation or performance of this Agreement or the grounds of termination thereof, the Parties agree to first hold a meeting, attended by individuals with decision making authority, regarding the dispute, to attempt to negotiate in good faith a resolution prior to pursuing other remedies. If within thirty (30) days' after such meeting, the Parties have not succeeded in resolving the dispute; either Party may protect its interests by any lawful means available to it. Any dispute arising under or in connection with this Agreement or related to any matter that is the subject of this Agreement shall be interpreted under the laws of and subject to the exclusive jurisdiction of the state and/or federal courts located in the State of Maryland (U.S.A), without regard to its conflict of laws principles. The Parties expressly exclude the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

Section 13 is acceptable to the extent it does not waive the sovereign immunity of the State of Wisconsin, substantive or procedural. -EJT/EZT 4/4/19

14. **General Terms.** Neither this Agreement nor any rights granted hereunder may be assigned, or otherwise transferred by Customer, and any such attempted transfer shall be void without the advance written consent of B-Line Medical, such consent not to be unreasonably withheld or delayed. B-Line Medical may assign this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors and assigns. A waiver of any breach of this Agreement shall not constitute a waiver of any other breach or covenant of the Agreement. A waiver shall not be effective unless made in writing. Neither Party shall be liable for any delay or failure due to acts of God, natural disaster, labor disputes, changes in government policy/law, riots, war, epidemics, acts or omissions of vendors or suppliers, transportation difficulties, disruptions caused by the Internet or service providers, or other occurrences which are beyond either Party's reasonable control (collectively, "**Force Majeure**"). If B-Line Medical is delayed in the performance of any delivery of Product or provision of Services for reasons beyond its control, such delivery or provision shall take place as soon as is reasonably possible. This Agreement, including the *then current Statement of Work and Support and Maintenance Program Details* which are hereby incorporated by reference into this Agreement, and the *Order Form(s) and Order Form Terms and Conditions* and any Exhibits or Appendixes thereto contain the full understanding between the Parties and supersedes all prior representations or agreements, whether oral or written. This Agreement may only be changed by a mutually executed document. This Agreement may be signed in multiple counterparts, the combination of which will constitute a single Agreement. **End of Terms and Conditions**