

Tribble Master Subscription Agreement

This Tribble Master Subscription Agreement ("**Agreement**") is between Tribble, Inc., a Delaware corporation, at 8605 Santa Monica Blvd, PMB 84039, West Hollywood, CA 90069 ("**Tribble**") and the party named above ("**Customer**"). This Agreement is effective as of the later of the dates on the mentioned Order Form ("**Effective Date**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

"**Affiliate**" means any company controlling, controlled by or under common control with the subject entity, directly or indirectly, with an ownership interest of more than 50%.

"**Customer**" means the company, organization, other entity, or individual on behalf of which this Agreement is accepted, as described above.

"**Customer Data**" means electronic data uploaded or submitted to the SaaS Services by or for Customer.

"**Documentation**" means for: (i) SaaS Services, the applicable technical documentation including administrator and user guides; and (ii) Support, the applicable support policy, in each case available in the Support section of www.tribble.ai or other web pages designated by Tribble; as updated from time to time.

"**Order Form**" means an ordering document for the SaaS Services and/or Support entered into between Customer and Tribble or one of its Affiliate under this Agreement, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"**Pilot Product**" means a Tribble product or service that may be made available to Customer to try at its option at no additional charge and which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar designation.

"**SaaS Services**" means the Tribble software-as-a-service applications specified in an Order Form hereunder, as described in the Documentation. SaaS Services exclude Pilot Products.

"**Support**" means end user support for the SaaS Services, as described in the Documentation.

2. PURPOSE. This Agreement governs Customer's acquisition of a subscription to, access and use of the SaaS Services and Support.

3. TRIALS AND PILOTS

3.1. Trials. If Customer has registered for a free trial, evaluation, or proof-of-concept use (collectively, "**Trial Use**"), of a SaaS Service, notwithstanding anything to the contrary: (i) Customer may access such SaaS Service for the Trial Use period; (ii) such SaaS Service is provided AS IS, with no warranty or indemnification, during the Trial Use period; and (iii) all Customer Data will be permanently deleted after the Trial Use period unless Customer purchases a subscription for such SaaS Service before such period ends.

3.2. Pilot Products. Tribble may make available Pilot Products to Customer, subject to the following. Customer may choose to try Pilot Products or not in its sole discretion.

(a) **Usage Limits.** Customer may use Pilot Services only in quantities and for purposes authorized in writing by Tribble.

(b) **Support.** Tribble, through its product and engineering teams, will use commercially reasonable efforts to respond to support queries from Customer about Pilot Products, and will provide contact information to Customer for this purpose. Standard Support will not be provided for Pilot Products.

(c) **Training.** At Tribble's reasonable request, Customer will participate in training at no charge for Pilot Products used by Customer.

(d) **Feedback.** Customer will provide ongoing feedback to Tribble about Pilot Products used by Customer, including, but not limited to, through surveys, studies and questionnaires submitted to Customer by Tribble.

(e) **Testimonial.** If Customer is satisfied with the Pilot Service, Customer will provide a testimonial that Tribble may publish.

(f) **No Production Use or SLA.** Pilot Products are not production-ready and may contain bugs and errors. Pilot Products shall not be used in production, and Tribble makes no representation regarding availability. Tribble may discontinue any Pilot Product at any time in its sole discretion, and Pilot Products may never be generally available.

(g) **No Warranty or Liability.** PILOT PRODUCTS ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL TRIBBLE HAVE ANY LIABILITY FOR ANY DAMAGES WHATSOEVER IN CONNECTION WITH, RELATED TO, OR RESULTING FROM A PILOT PRODUCT, INCLUDING USE THEREOF.

(h) **Applicable Terms.** The following sections of this Agreement apply to Pilot Products in the same manner as they apply to SaaS Services: the Sections entitled "Customer Responsibilities", "Disclaimer", "Safeguarding Confidentiality and Customer Data", "Licenses and Proprietary Rights", "General Terms".

4. SAAS SERVICES

4.1. Tribble Responsibilities. Tribble will make available: (i) the SaaS Services to Customer pursuant to this Agreement, Order Forms and the Documentation; (ii) standard Support for the SaaS Services to Customer at no additional charge, and/or upgraded Support if purchased; and (iii) the SaaS Services in accordance with the service level set forth below. Customer will be eligible to receive a service credit in the form of an increase in the number of the units of consumption for the applicable SaaS Services for the following twelve-month period, provided the SaaS Services are to be made available, as specified below. Unused credits expire and have no monetary value. "**Excluded Minutes**" are minutes associated with: (a) planned downtime of which Tribble has advised Customer at least 24 hours in advance; and (b) any period of unavailability lasting 15 or fewer minutes; and (c) acts beyond the reasonable control of Tribble, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or third-party Internet service provider failures or delays. "**Non-Excluded Minutes**" are minutes that are not Excluded Minutes.

SaaS Services Service Level		
Quarterly Uptime Percentage	Quarterly Downtime (Non-Excluded Minutes)	Credits Allocated
≥ 99.9%	0 - 129	0%
≥ 99.5% < 99.9% uptime	130 - 648	2%
≥ 99.0% < 99.5% uptime	649 – 1,296	4%
< 99.0% uptime	1,297+	8%

4.2. Customer Data Security Protocols. Tribble commits to uphold the following security standards, detailed further in its independent SOC 2 type 1 audit report: (i) comprehensive technical and organizational controls to protect Customer Data; (ii) procedures for identifying and countering system threats and failures, with consistent monitoring; (iii) dedicated team focusing on enforcing these security controls; and (iv) annual risk evaluations on potential threats to the Security Measures. Tribble will share its independent audit reports and summary tests with Customer upon written request. The Data

4.3. Addendum attached hereto as Exhibit A is made part of this Agreement. Tribble shall notify Customer after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data stored by Tribble of which Tribble becomes aware. Tribble will take corrective actions, and upon request, share summary findings with Customer.

4.4. Customer Responsibilities.

(a) Customer will maintain the confidentiality of its SaaS Service passwords and shall not share them with unauthorized parties.

(b) Customer will use the SaaS Services only in accordance with the terms of this Agreement, the Order Forms and the Documentation. Customer is responsible for any activity occurring within its SaaS Service accounts and for users' compliance with this Agreement. Customer may, and may permit its Affiliates to, enter into Order Forms with Tribble and its Affiliates. Each Affiliate entering into an Order Form adopts and agrees to be bound by this Agreement as if the

Affiliate was an original party to this Agreement. Customer may permit its Affiliates and contractors to use the SaaS Services, provided: (i) Customer is responsible for their compliance with this Agreement; and (ii) use by Customer Affiliates and contractors of Customer and its Affiliates is solely for the benefit of Customer and such Affiliates.

(c) Customer agrees to promptly notify Tribble of any unauthorized access to its SaaS Service accounts or any suspected breaches of security within (3) business days upon discovery.

(d) Customer will use the SaaS Services solely in accordance with the terms of this Agreement, the Order Forms, the Documentation, and all relevant and applicable laws. In the event Customer exceeds the usage limits set forth in the Order Forms, Customer shall promptly pay for such excess usage.

(e) Customer is responsible for the content and configuration of Customer Data, as uploaded or submitted to the SaaS Services, and is responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, and Customer's use of the Customer Data with the SaaS Services. Customer warrants that it will not upload or submit any personally identifiable information or health data relating to individual persons to the SaaS Services, or any other data not permitted by law ("**Prohibited Data**"). Customer remains responsible for ensuring Prohibited Data is not uploaded or submitted to the SaaS Services.

5. WARRANTIES AND EXCLUSIVE REMEDY

5.1. Warranties. Tribble warrants to Customer that: (i) the SaaS Services and Support will materially perform the functions described in the Documentation; and (ii) the SaaS Service functionality, Support and overall Security Measures will not materially decrease during any paid term hereunder.

5.2. Exclusive Remedy. For any breach of warranty described above, Customer's exclusive remedy and Tribble's sole obligation shall be: (a) Tribble's cure of the breach within a reasonable period following receipt of Customer's notice to Tribble specifying the breach; or (b) if Tribble does not cure a material breach within such cure period, termination of this Agreement with immediate effect upon notice to Tribble, and refund of fees paid for the applicable SaaS Service (s) for subscription period following the effective date of termination.

5.3. Disclaimer. EXCEPT AS SET FORTH EXPLICITLY IN THIS WARRANTIES AND EXCLUSIVE REMEDY SECTION, TRIBBLE DISCLAIMS ALL WARRANTIES OF ALL KINDS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SATISFACTORY QUALITY. TRIBBLE PROVIDES NO WARRANTY, AND DISCLAIMS ALL IMPLIED WARRANTIES, DURING ANY FREE TRIAL, EVALUATION, OR PROOF-OF-CONCEPT PERIOD. TRIBBLE DOES NOT GUARANTEE THAT SAAS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

6. PAYMENT

6.1. Fees and Payment. Fees are due and payable in advance and net 30 days from the invoice date. Except as provided herein or in an Order Form, payment obligations are non-cancelable, fees paid are non-refundable, and quantities cannot be decreased during a paid term. Customer is responsible for payment of all taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**") associated with its purchases hereunder. For clarity, Tribble is solely responsible for taxes assessable against it based on its income, property and employees. Tribble will calculate and charge Taxes on its invoices. Customer will promptly notify Tribble of any changes to billing information set forth in the applicable Order Form.

6.2. Nonpayment. Invoiced amounts not received by Tribble by the due date may accrue interest at the lower of 1.5% per month or the maximum rate allowed by law. If an invoiced amount is 10 days or more past due, Tribble may suspend provision of the SaaS Services and Support until the amount is paid in full, provided Tribble has given Customer at least 10 days' prior written notice that its account is past due. Tribble will not exercise its rights under this paragraph to the extent Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

7. SAFEGUARDING CONFIDENTIALITY AND CUSTOMER DATA

7.1. Confidential Information. "**Confidential Information**" means to any proprietary details communicated either

verbally or written by one party ("Discloser") to the other ("Recipient") relating to, but not confined to, such party's business insights, financials, clientele, operations, product specifics, technologies, future plans, and pricing. Customer's Confidential Information includes Customer Data. Tribble's Confidential Information includes the SaaS Services, the terms of this Agreement and the Order Form and the Documentation.

- 7.2. Safeguarding Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information. Recipient will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) use the Confidential Information solely for purposes aligned with this Agreement, and (ii) restrict access to only those directly who need that access for purposes consistent with this Agreement and who are legally and contractually obligated to preserve its confidentiality consistent with the confidentiality obligations herein.
- 7.3. Handling Information Requests.** In the event Recipient receive a request from a governmental body for Discloser's Confidential Information, Recipient will disclose such requested information only to the extent legally required, and to the extent permitted by law, will inform Discloser of such request.

8. LICENSES AND PROPRIETARY RIGHTS

- 8.1. Rights.** Tribble grants Customer the right to use the SaaS Services in accordance with and subject to the terms of the applicable Order Form(s), this Agreement and applicable law. Customer grants Tribble, its Affiliates and third-party providers the right to use Customer Data solely to perform its obligations under this Agreement and for the interoperation of the SaaS Services. Except as explicitly set forth herein, Tribble retains all rights, title and interest in and to the SaaS Services and the underlying software, interfaces and architecture, including all related intellectual property rights, and Customer retains all rights, title and interest in and to the Customer Data.
- 8.2. Ownership.** As between the parties, Customer solely owns Customer Data. As between the parties, Tribble and its licensors solely own the SaaS Services, and the underlying software, interfaces and architecture.
- 8.3. Restrictions.** Customer may not: (i) make the SaaS Services available to, or use the SaaS Services for the benefit of, anyone other than Customer, its Affiliates and contractors as explicitly set forth in this Agreement; (ii) sell, resell, license, sublicense, distribute, rent or lease any SaaS Services, or include any SaaS Services in a service bureau or outsourcing offering; (iii) copy the SaaS Services or any portion thereof; (iv) make a derivative work based on the SaaS Services or any portion thereof; (v) use the SaaS Services to store or transmit material in violation of privacy or intellectual property rights or applicable law; (vi) use the SaaS Services to store or transmit malware; (vii) interfere with or disrupt the integrity or performance of the SaaS Services; (viii) attempt to gain unauthorized access to the SaaS Services, its related systems or networks, or third-party data contained therein; (ix) reverse engineer or decompile the SaaS Services (exhibit to the extent such restriction is required by law); or (x) access a SaaS Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes. Tribble may suspend provision of SaaS Services if it believes in good faith that it is necessary to do so to mitigate an imminent threat to the security, availability, or integrity of the SaaS Services or data processed by it. Tribble will work with Customer to avoid such suspension to the extent practicable, and in the event of such suspension will work with Customer to restore provision of the SaaS Service as quickly as possible.

9. TERM AND TERMINATION

- 9.1. Term of this Agreement.** This Agreement commences on the Effective Date, and continues until it is terminated pursuant to the terms of this Agreement, or until all Order Forms have expired or been terminated pursuant to the terms of this Agreement.
- 9.2. Term of Order Forms, Renewals.** Each Order Form will specify an order term. Except as provided otherwise in an Order Form: (i) a party may cancel the Order Form effective as of the end of the order term ("**Renewal Date**") by notifying the other party 30 or more days before the Renewal Date; (ii) if such notice is not so received, the Order Form and all subscriptions under it will automatically renew for additional year terms on such Renewal Date; (iii) in any such renewal, the Order Form terms will remain unchanged from the prior term except for any pricing increase of which Tribble has notified Customer 60 or more days before the Renewal Date, which increase will not exceed 7% over the per-unit pricing in the prior term unless the prior pricing was clearly designated in the Order Form as promotional or one-time. The Order Form will continue to renew until canceled in accordance with this section. Notwithstanding anything to the contrary, any renewal in which volume is reduced or Order Form term is reduced from the prior term will result in repricing at renewal,

- 9.3. Termination for Material Breach.** If either party is in material breach of this Agreement, the other party may terminate this Agreement, together with all Order Forms, at the end of a 30-day period following notice to the breaching party, provided such breach has not been cured within such period.
- 9.4. Return of Customer Data.** Within 15 days after termination of SaaS Services, upon written request, Tribble will make the SaaS Services available for Customer to export Customer Data at no additional charge. After such 15-day period, Tribble will have no obligation to maintain Customer Data and will destroy Customer Data except as otherwise required by law.
- 9.5. Effect of Termination.** If this Agreement is terminated for Tribble's material breach, Tribble will refund fees prepaid by Customer, prorated for the remaining term of outstanding Order Forms after the termination date. If this Agreement is terminated for Customer's breach, Customer will pay any unpaid fees for the term of all Order Forms. Upon request following any termination of this Agreement, each party will destroy or return all copies of the other party's Confidential Information that it holds, subject to its regular backup retention processes, and excluding Customer Data, which shall be handled as set forth in the Section entitled "Return of Customer Data" above.
- 9.6. Survival of Terms.** Any terms that by their nature survive termination of this Agreement for a party to assert its rights and receive the protections of this Agreement, will survive, including, without limitation, the confidentiality and ownership terms in this Agreement.

10. LIMITATION OF LIABILITY

- 10.1. No Indirect Damages.** NEITHER PARTY OR ITS AFFILIATES WILL HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, LOST SAVINGS, OR COSTS OF DELAY.
- 10.2. Liability Limit.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12 MONTHS BEFORE THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.
- 10.3. Conditions.** THE EXCLUSIONS AND LIMITS IN THIS "LIMITATION OF LIABILITY" SECTION REFLECT THE PARTIES' ALLOCATION OF RISK AND WILL APPLY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT OR TORT), EVEN WHERE A PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, THE DAMAGES WERE FORESEEABLE, AND/OR ANY REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE. SUCH EXCLUSIONS AND LIMITS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER ORDER FORMS OR EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. SUCH EXCLUSIONS AND LIMITS WILL NOT APPLY TO THE EXTENT THEY ARE PROHIBITED BY LAW.

11. INDEMNIFICATION

- 11.1. Indemnification by Tribble.** Tribble will defend Customer against any claim, demand, suit, or proceeding made or brought by a third party against Customer alleging that the use of the SaaS Service in accordance with this Agreement infringes or misappropriates a third party's intellectual property rights ("**Claim**"), and will indemnify Customer from and against any damages, attorney fees, and costs finally awarded against Customer as a result of, or for amounts paid by Customer in settlement of, such Claim, provided Customer: (i) promptly notifies Tribble of the Claim; (ii) gives Tribble sole control of the defense and settlement of the Claim (except Tribble may not settle a Claim unless Customer is unconditionally released of all liability); and (iii) provides Tribble with all reasonable assistance at Tribble's expense.

If Customer's use of the SaaS Service is enjoined or if Tribble receives information about a potential or actual Claim, Tribble may, at no cost to Customer: (a) modify the SaaS Service without breaching Tribble's warranties above; (b) obtain a license for Customer's continued use of the SaaS Service in accordance with this Agreement; or (c) terminate the applicable Order Forms and refund Customer all fees prepaid for the remainder of the term of such Order Forms after the effective date of such termination.

Tribble's obligations in this section do not apply if: (y) the allegation does not specify that the SaaS Service is the basis of the Claim, or (z) the Claim arises from the use or combination of the SaaS Service or any part thereof with software,

hardware, or processes not provided by Tribble, if the SaaS Service or use thereof would not infringe without such combination. This subsection states Tribble's sole liability and Customer's exclusive remedy, for any third-party claim described in this Section. Notwithstanding anything to the contrary, Tribble has no indemnification obligations related to claims related to any Pilot Products, or any claims arising during any free trial, evaluation, or proof-of-concept period.

11.2. Indemnification by Customer. Customer will defend Tribble against any claim, demand, suit, or proceeding made or brought by a third party against Tribble alleging that Customer Data infringes or misappropriates such third party's intellectual property rights or violates applicable law or violates a party's rights. Customer will indemnify Tribble from any damages, attorney fees, and costs awarded against Tribble as a result of, or for any amounts paid by Tribble in settlement, provided Tribble: (i) promptly gives Customer written notice of the claim; (ii) gives Customer sole control of the defense and settlement of the claim (except Customer may not settle any claim against Tribble unless it unconditionally releases Tribble of all liability); and (iii) provides Customer with all reasonable assistance, at the Customer's expense.

12. GENERAL TERMS

12.1. Notices. All notices related to this Agreement shall be in writing. Notices are deemed effective upon: (i) the second business day after mailing, (ii) confirmed delivery by courier service; or (iii) except for notices of breach or an indemnifiable claim (Legal Notices), the day sent by email. Notices to Tribble will be addressed to its VP Customer Success, with a copy to its General Counsel, at the address first listed above, and to success@Tribble.ai with a copy to legal@Tribble.ai. Billing notices to Customer will be addressed to the relevant billing contact designated by Customer, and Legal Notices to Customer will be addressed to Customer at the address first listed above and be clearly marked as Legal Notices. Other notices to Customer will be addressed to the account contact designated by Customer.

12.2. Governing Law. This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Delaware, without regard to its conflicts of laws rules.

12.3. No Assignment. Neither party may assign or transfer this Agreement or an Order Form to a third party, except that this Agreement with all Order Forms may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all a party's assets, business, or stock not involving a competitor of the other party, or at any time to an Affiliate upon notice to the other party.

12.4. Export Compliance. The SaaS Services and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will permit its personnel or representatives to access any SaaS Service in a U.S.-embargoed country or in violation of any applicable export law or regulation.

12.5. Anti-Corruption. The parties shall comply with all applicable laws relating to anti-bribery and anti-corruption. Each party represents that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement.

12.6. Corporate Responsibility. Tribble is committed to ethical and responsible business practices. For more information, please see Tribble's Business Conduct Principles at <https://www.tribble.ai/legal/>.

12.7. Independent Contractors. The parties are independent contractors with respect to each other.

12.8. Waiver and Enforceability. Any waiver of a right under this Agreement requires the waiving party's signature. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect.

12.9. Money Damages Insufficient. A party's breach of its confidentiality obligations under this Agreement or violation of the other party's intellectual property rights could cause the other party irreparable harm. The other party may seek a court order to stop or prevent any such breach or violation.

12.10. Feedback. If Customer provides feedback or suggestions about the SaaS Services, Tribble (and those it allows to use its technology) has the right to use such information without obligation to Customer.

12.11. Reference. Tribble may include Customer's name and logo in sales and marketing materials, in accordance with any branding guidelines provided by Customer. Additionally, within the next two months following the execution of this

agreement, Customer agrees to:

- a) Participate in a case study to be featured on Tribble's website;
- b) The Customer agrees to submit three (3) G2 Crowd reviews and provide a quote for use on the Company's website.;
- c) Join Tribble in co-hosting a webinar for other customers or prospects; and
- d) Serve as a reference for potential Tribble customers, participating in up to three reference calls during this period.

12.12. No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.13. Purchases Through Resellers. To the extent this Agreement governs Customer's use of SaaS Services purchased through a Tribble authorized reseller, terms agreed between Customer and the reseller concerning fees, payment, support and renewal will take precedence over the support and service level provisions of the Section entitled "Tribble Responsibilities; the Section entitled "Term of Order Forms, Renewals", and the Section entitled "Payment".

12.14. Entire Agreement and Amendment. This Agreement and the Order Forms constitute the entire agreement of the parties and supersede all prior and contemporaneous discussions and agreements, oral and written, related to this Agreement's subject matter. Neither party is relying on any representation not expressly included in this Agreement concerning the subject matter hereof. No representation, promise or inducement not included in this Agreement or an Order Form is binding. Any amendment or modification of this Agreement or an Order Form requires both parties' signatures. In the event of any inconsistency among the following documents, the order of precedence shall be: (i) Order Forms; (ii) this Agreement; and (iii) the Documentation. The parties agree terms or conditions in any Customer-form purchasing document (excluding Order Forms) are void.

12.15. Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.