



## FORWARD DATA SERVICE SUBSCRIPTION TERMS

(MST 2018 v3 w/ revisions 31Dec2018)

These Terms (“Terms”, including any Annex hereto) set out the terms and conditions of the Forward Data Services Subscription Agreement (“Agreement”) entered into as of the Effective Date by and between **Forward Data S.L.** (hereinafter “Company” or “we/us”), domiciled at Paseo Alameda 48 B 12, 46023 Valencia, Spain and the entity identified as “Customer” on your Service Order for Forward Data Services (hereinafter also “Customer” or “You”). Company and Customer henceforth will be called individually a “Party” and collectively the “Parties”.

This Agreement includes these Terms and the terms of your Service Order (which prevails over these Terms). The Agreement shall be interpreted solely in the context of such a Service Order and shall not bind either party unless and until a Service Order is executed by the parties, at which time the terms of these Terms shall be automatically incorporated by reference into, and made a part of, that Service Order.

### 0. DEFINITIONS

**Additional Subscriptions:** purchase of additional Services by signing and submitting additional Service Order/s.

**Effective Date:** means date specified in your Service Order sent by Forward Data (and delivery of the Username/s and Password/s to Customer by electronic or other means); and, in relation to any Additional Subscription, the date specified in additional Service Order/s. In the absence of date in the Service Order, the Effective Date shall be the date of activation of the Customer account and delivery of the Username/s and Password/s to Customer.

**Fees:** means the amount specified on the Service Order for your Subscription and any Additional Subscription. Fees are stated on the Service Order in Euros and United States dollars and may be paid in United States dollars.

**Forward Data Partner:** refers to organizations having signed an agreement with Forward Data to promote, market, sell, and support Forward Data Services.

**Forward Data Services:** web-based services of different components of services and/or content using various Company Technology that enable customers to directly access and process certain proprietary data and content (“**Content**”), based on multiple sources, historical data and several algorithms, relating to volumes of passengers and destinations more specifically described in <http://www.forwardkeys.com/revenue-management/article/product-for-hotel-revenue-managers.html> ; <http://www.forwardkeys.com/revenue-management/article/product-for-tourism-councils.html> and <http://www.forwardkeys.com/revenue-management/article/product-for-merchants.html>(or otherwise as may be updated by the Company. Company shall provide advance written notice of any material updates for Customer’s approval ) (collectively “**Services**”). As part of the Company’s Services, the Company provides access to its web site located at [www.forwardkeys.com](http://www.forwardkeys.com) (the “**Web Site**”) and has built certain software and algorithms (collectively, “**Company Technology**”).

**Reports:** reports based on Content provided during the provision of the Services using Company Technology, generated for or by Client.

**Service Order:** (a) one or more mutually agreed order forms, statements of work, or similar transaction documents, or (b) an order placed by you with Forward Data or a Forward Data Partner, for your Subscription.

**Subscription:** means purchase of and access to Forward Data Services and other entitlements described on your Service Order and herein, provided to you for the period indicated in your Service Order (Annual or Temporary Subscriptions) and any renewal thereof, and includes any Additional Subscription pursuant to Clause 1.1.

**Term:** means the Initial Term set out in the Service Order and any extensions thereof.

## 1. LICENSE AND ACCESS TO SERVICES

**1.1 Subscription.** Forward Data will make available to you the Services specified in your Service Order/s pursuant to the terms of this Agreement. The Services provided are identified in your Service Order/s and any Additional Subscriptions.

**1.2 License Grant.** Subject to the terms of this Agreement, Company hereby grants Customer a non-exclusive, non-transferable right and license during the Term to allow the number of Authorized Users for which Customer has purchased a subscription to access and use the Service to generate Reports. Unless otherwise indicated in the Service Order, all Reports are solely for Customer's internal business purposes. All rights not expressly granted to you are reserved by the Company. Customer acknowledges that Company: (i) has complete and sole discretion over the selection and arrangement of Content available on the Service; (ii) can move or delete Content at any time for any reason; and (iii) has made no effort to verify the accuracy of any Content on the Service. Company and its licensors may also make improvements and/or changes to the Service or the Content at any time without notice, except where notice is required pursuant to this Agreement.

**1.3 Access.** Upon confirmation of the Service Order (and any extension), the Company or your Forward Data Partner will provide Customer with one or more login name/s and password/s necessary to use the Services for the Term.

**1.4 License Restrictions.** Except as expressly authorized in this Agreement, Customer:

- (a) will use reasonable efforts to ensure that neither the Service, the Content, nor any Reports are displayed outside of the Site or distributed in any way to any third party;
- (b) shall not rent, lease, distribute, transfer, copy, reproduce, display, modify, or timeshare the Service, the Content, the Reports, or any portion thereof; or
- (c) reverse engineer or access the Services in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Services, or (iii) copy any ideas, features, functions or graphics of the Services;
- (d) use the Services on behalf of another individual or organization;
- (e) will take all reasonable steps to protect the Service and the Site from unauthorised access or use and will use best efforts to prevent third parties from obtaining Passwords, and will not attempt to gain unauthorised access to the Services or their related systems or networks; Customer will immediately inform Company of any actual or potential unauthorised access to a Password or to the Service;
- (f) will not use the Service in a manner that could result in an illegal act or that would impede, damage or impair the normal functioning of the Service or the rights of the Company or third parties; and

- (g) will not copy, frame or mirror any part or content of the Services, other than copying or framing on your own intranets or otherwise for your own internal business purposes.

## 2. TERM AND TERMINATION, SUSPENSION

**2.1** The term of each Service Order will commence on the Effective Date specified in such Service Order and last for the Initial Term set out therein, unless terminated earlier under this Section 2 of this Agreement.

**2.2** Either party may terminate a Service Order if:

- (a) To the extent permitted by applicable law, the other party commences an action relating to bankruptcy or insolvency seeking an order for relief with respect to such party or makes a general assignment for the benefit of its creditors;
- (b) there is commenced against the other party any action of a nature referred to in clause (a), which either results in the entry of an order for relief or which is not dismissed within ninety (90) days; or
- (c) the other party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within fifteen (15) days of receipt of written notice specifying the breach. In the event of termination pursuant to this sub-section, the Company shall be entitled to payment for any unbilled amounts due and payable for Services performed until the effective date of termination.

**2.3** Without prejudice to the foregoing, the Company may suspend Services provided to Customer in the event of delay or non-payment of any undisputed compensation due under a Service Order for more than 10 calendar days. If such delay exceeds 20 more calendar days, the Company may terminate a Service Order and the provision of Services to Customer forthwith.

**2.4** In addition, the Services may depend on certain third party data which may, for causes outside the Company control, be withheld from or not provided to the Company or may be corrupt. If at any time the Company fails to deliver the data provided through the Services, or the data is corrupted due to reasons imputable to Company or its providers, the Company will provide the corresponding data as soon as reasonably practicable. In the event of such interruption or corruption, the Company shall inform Customer in writing (which may be by online notification on Web Site) and may also suspend Services. Company will use its best efforts to renew Services. If suspension of Services subsequent to such notification lasts for more than 15 calendar days, the Service Order may be terminated by notice in writing from either party and the Company shall return to Customer within 15 calendar days an amount proportional to the term remaining under the Service Order with respect of the total term.

**2.5** Notwithstanding the foregoing, any outstanding payment obligations, and any restrictions, reservations of rights and confidentiality as set forth herein shall remain in full force and effect upon the termination of this Agreement.

## 3. COMPANY RIGHTS AND OBLIGATIONS

**3.1 Services.** Subject to the terms of this Agreement (including, without limitation, Customer's payment obligations), Company shall use commercially reasonable efforts to provide you with access to the Services subscribed on the Service Order on a 24/7 basis, except for:

- (a) Equipment malfunctions beyond our reasonable control;

- (b) Planned downtime (of which we shall give at least forty-eight (48) hours advance notice by email at [info@forwardkeys.com](mailto:info@forwardkeys.com) and which we shall schedule to the extent practicable during the weekend hours from Friday at 6:00 p.m. to Monday at 3:00 a.m. CET); or
- (c) Any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving our employees), internet service provider failures or delays, or denial of service attacks, etc.

**3.2 Support.** Company will provide online support as indicated on the Web Site (normally 09:00-18:00 CET, Mon-Fri) for any difficulties or issues raised by Customer with respect to the use of, access to, invoicing and payment for the Services. You may have additional support through your Forward Data Partner, but we are not responsible for this support. We will provide notice of any changes to a level of support by posting notice of the changes on our website or by receiving it by email.

**3.3 Downtime. Refund.** In the event of any Downtime, Customer shall not be entitled to a pro rata reduction of any payments due and payable to the Company for such period unless such Downtime equals or exceeds seventy-two (72) hours of consecutive working days or an aggregate of five (5) working days in any calendar month, in which case Customer shall be entitled to a pro rata reduction as its sole and exclusive remedy for such Downtime.

**3.4 Monitoring.** Customer agrees that Company may remotely monitor its use of the Services. Customer will not seek to block or otherwise interfere with the monitoring, and Company may use technical means to overcome any methods used to block or interfere with such monitoring. Company may audit Customer's compliance with the terms of this agreement, such audits may include requests for documents and information, and visits to Customer facilities. Failure to reasonably comply with Company's efforts to audit Customer's compliance with this Agreement shall constitute a material breach of this Agreement.

**3.5 Suspension.** If Company, in its reasonable discretion, believes that Customer or Customer's service providers have breached this Agreement, or that they have engaged in fraudulent activity, Company may take any and all steps it deems appropriate, including issuing a warning, conducting an investigation, or suspending any license and access. In addition to any other available remedies, Company may, at its sole discretion, seek specific performance, injunctive relief or attorneys' fees.

**3.6 Customization Requests.** The Company shall consider in good faith any request from Customer for customization of the Services (or any portion thereof). Any such customization shall be agreed to in writing by both parties and shall be provided at the then-current standard Company rates. Fees for customization requests shall be pre-approved by Customer prior to Company providing such services.

## 4. CUSTOMER RIGHTS AND OBLIGATIONS

**4.1 Reports.** In addition to the access rights granted herein, Customer may reproduce and publish Reports internally and, when including only extracts of the Company Data, to Customer's clients, provided Customer includes an attribution statement acknowledging Company's ownership of the Report. If Company determines, in its sole discretion, that Customer is distributing or publishing any Reports in a manner detrimental to Company's business, Customer shall immediately cease distributing and/or publishing the Reports upon receipt of Company's written notice.

**4.2 Other rights and obligations.** In addition to its other rights and obligations set out herein, you shall be responsible for maintaining and promptly updating any account information you have with us for accuracy and completeness. You shall also:

- (a) be responsible for the technology environment and connections required to access the Services;
- (b) be responsible for all Users' compliance with this Agreement; and
- (c) use the Services in accordance with the Technical Documentation, software license agreements, and applicable laws, rules and regulations (including, without limitation, export, data protection and privacy laws, rules and regulations).

**4.3 Forward Data Partners.** In the event of wishing to change Forward Data Partner, please contact us.

## 5. PRICES AND PAYMENTS

**5.1 Fees.** For Services rendered under this Agreement, Customer agrees to pay the Company the Fees. Company charges and collects in advance for set up and subscription Fees for use of the Service. On annual renewal, Customer will be charged at the then current Service Order price, unless otherwise agreed in writing with Company.

**5.2 Invoicing:** For standard services, the Company (or, when applicable, your Forward Data Partner) will issue the invoice for the start-up and subscription fee/s upon execution of the Service Order or any extension thereof. For advanced access, start-up will be invoiced on execution of the Service Order and the first invoice for the Services identified in the Service Order will be issued no later than four (4) weeks after the Service Order is executed. Annual renewals are invoiced on the anniversary of the Effective Date. Unless provided otherwise in the Service Order, all invoices will be issued in Euros.

**5.3 Payment:** Unless otherwise specified in the Service Order Customer agrees that all amounts properly invoiced shall be due and payable within thirty (30) days after receipt of invoice. The Company reserves the right to suspend or terminate this Agreement and access to the Services if the Customer does not pay in timely manner.

**5.4 Taxes:** Prices do not include any taxes that may apply, including without limitation VAT or equivalent sales tax, such taxes being the responsibility of Customer.

## 6. PROPRIETARY RIGHTS / MARKS

**6.1** As between the Company and Customer, the Company shall own all right, title and interest in and to the Services, the Content and the Company Technology (and all derivative works to any of the foregoing), including, without limitation, all software used therein, the specific design, programming and structure of Services, as well as other rights and know-how related to Services (including any modifications or enhancements) and all associated rights under copyright, trademarks and patents. Customer will not challenge the Company's ownership of the Services, the Content and the Company Technology. Customer will not alter or delete any copyright notices or trademarks included in the Company Services, the Company Content and the Company Technology.

## 7. CONFIDENTIALITY and DATA PROTECTION

**7.1** Each party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to such party (the “Receiving Party”) by the other party (the “Disclosing Party”) (collectively, “Confidential Information”). Confidential Information also includes all and any data received by Customer in the course of using the Services. Confidential Information will not include information that the Receiving Party can demonstrate (i) is, 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 known to the Receiving Party as of the time of its disclosure; (iii) is independently developed by the Receiving Party; or (iv) is subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party.

**7.2** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors or authorized third party users of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

**7.3** the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party’s request and expense, in any lawful action to contest or limit the scope of such required disclosure.

**7.4** Each Party shall comply with all applicable laws relating to privacy and data protection, including the EU General Data Protection Regulation (2016/679) on and from 25 May 2018, the EU Privacy and Electronic Communications Directive (2002/58/EC) as implemented in each jurisdiction, and any amending or replacement legislation from time to time (collectively and individually, “Data Protection Laws”).

**7.5** In accordance with Data Protection Laws, the processing the personal data of the individuals mentioned in this Contract, being identification data (name, surname, position, email address and telephone) of both the Client's signatory and the technical or commercial contact persons as well as client’s authorized users, is necessary for the execution of the contract and for the invoicing of the contracted services, and more generally to manage our contractual and commercial relationship with the Customer and to inform them promptly about any aspect related to the services provided or that can be performed by the Company in the future. Such personal data will not be shared with any third party, however they will be processed in our CRM, a service provided by Salesforce which is an entity within the "EU-US Privacy Shield" program based in the United States, with whom we have a contract for data processing according to the applicable regulations. Forward Data S.L. will keep the mentioned data for the duration of the contract and, stored under lock, for 6 years after its termination, for tax, administrative and legal purposes.

**7.6** Although the consent of the aforementioned persons is not necessary for this processing, Customer agrees to inform them of the possibility of exercising their rights of access, rectification, cancellation and opposition, limitation and restriction of treatment in the terms established by the

current legislation, by writing to the following address: [GDPR@forwardkeys.com](mailto:GDPR@forwardkeys.com). They may, if they so wish, also file a complaint, if any, with the Spanish Agency for Data Protection. The Client declares that the data of the aforementioned persons are correct and updated, and undertakes to communicate the provisions of this clause to the aforementioned persons.

**7.7** The obligations set forth in this Section 7 will survive the expiration or termination of this Agreement.

**7.8** Notwithstanding the foregoing, Customer may in its sole discretion release this agreement (i) when prudent to do so in voluntary response to a request for public records even though Florida's Public Records Act does not apply to Customer, (ii) to Orange County, Florida which may elect to disclose the terms of this agreement in its sole discretion, or (iii) otherwise as required by contract or as Customer deems appropriate.

## **8. WARRANTY; WARRANTY DISCLAIMER**

**8.1** Customer represents and warrants to the Company that (i) Customer has the power and authority to enter into and perform its obligations under this Agreement; and (ii) all information provided to Company for the purpose of entering into a Service Order is, to the best of Customer's knowledge, true, accurate and up-to-date.

**8.2** The Company represents and warrants to Customer that (i) the Company has the power and authority to enter into and perform its obligations under this Agreement; (ii) the Company Content (excluding materials provided by third party suppliers) and Services do not and shall not violate any applicable law or regulation or infringe or misappropriate any proprietary or intellectual property right of any person; (iii) the Company shall perform the Services in a workmanlike manner and with professional diligence and skill standard in the industry; (iv) the Services, throughout the Term, shall conform substantially to the provisions of this Agreement and as set forth in the Service Order; (v) the Company has and will have for the Term the right to grant the rights and licenses granted by the Company under Section 1; (vi) none of the Services will as provided to Customer by Company contain any unlawful features or content; (vii) Company's collection, processing, collating, aggregation, storage, disclosure and use of data shall be in accordance with all applicable laws including all applicable privacy laws.

**8.3** Customer acknowledges and agrees that the Company exercises no control over, and accepts no responsibility for, the content of the information obtained by the Company from its suppliers in performances of the Services.

**8.4** Except for the express warranties stated in this section, to the maximum extent permitted by applicable law, the services and any technology or access to the same that the company supplies hereunder are provided "as is" and neither the Company, its employees, affiliates, agents, suppliers, third-party information providers, merchants, licensors nor the like make any warranties of any kind, either expressed or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose. Neither the Company, its employees, affiliates, agents, third-party information providers, merchants, licensors or the like warrant that the Services will be uninterrupted or error free; nor do any of them make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy, reliability or content of any information or services contained in or provided through the Services. The Company is not liable for the content or loss of any data transferred either to or from client or stored by client or any of client's clientele via the services.

## **9. INDEMNIFICATION**

**9.1** The Company will indemnify, defend and hold Customer and its officers, directors, agents and employees (collectively, the "Customer Indemnified Parties") harmless from and against any losses, liability, damage, cost or expense (including reasonable attorneys' fees) (collectively, "Losses") arising from any claim, action or proceeding brought by a third party (collectively, "Third-Party Claims") against any Customer Indemnified Party to the extent based on (i) any breach by the Company of any of its representations or warranties in Section 8 of this Agreement; or (ii) the gross negligence or wilful misconduct by the Company or its employees or agents in connection with this Agreement.





**9.2** Customer will indemnify, defend and hold the Company and its officers, directors, agents and employees (collectively, the “Company Indemnified Parties”) harmless from and against any Losses arising from any Third-Party Claim against any Company Indemnified Party to the extent based on any breach by Customer of any of its representations or warranties in Section 8 of this Agreement or any material breach by Customer of this Agreement.

**9.3** The obligations of each party (the “Indemnifying Party”) to indemnify, defend and hold harmless the other party (the “Indemnified Party”) from and against any Third-Party Claim under this Section 9 are contingent on the Indemnified Party providing the Indemnifying Party with: (i) prompt written notice of any Third-Party Claim for which indemnification may be sought; provided, however, that any delay in notification will not relieve the Indemnifying Party of its obligations hereunder except to the extent that the delay impairs its ability to defend; (ii) sole control over the defence and settlement of any such Third-Party Claim; provided, however, that the Indemnifying Party shall not settle such Third-Party Claim without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld; and (iii) reasonable information and assistance, at the Indemnifying Party’s request and expense, in connection with any such Third-Party Claim; provided, however, that the Indemnified Party shall have the right to participate fully, at its own expense and with counsel of its own choosing, in the defence of such Third-Party Claim.

## 10. LIMITATION OF LIABILITY

**10.1** Except for liability arising under section 1 or 9, to the maximum extent permitted by mandatorily applicable law, neither party shall be liable to the other party or any other person for any indirect, incidental or consequential damages, including loss or profit or goodwill, for any matter arising out of or relating to this Agreement or its subject matter, whether such liability is asserted on the basis of contract, tort or otherwise.

**10.2** In addition, except for liability arising under Section 1 or 9, in no event will either party’s liability under or in connection with this Agreement for any damages, losses and causes of actions, whether in contract or tort (including negligence or otherwise), exceed the actual amount paid by Customer for the Service(s) which gave rise to such damages, losses and causes of actions prior to the date the damage or loss occurred or the cause of action arose (provided, however, that the foregoing limitation of liability shall not be deemed to waive any of Company’s rights at law or in equity to enforce this Agreement with respect to any fees or expenses due to Company by Customer under Section 5).

**10.3** Some jurisdictions do not allow the exclusion or limitation of warranties or incidental or consequential damages, so that the above limitations or exclusions may not apply to Customer. In such jurisdictions, the parties’ liability (and the liability of its affiliates, agents, content providers and service providers) shall be limited to the greatest extent permitted by applicable law.

**10.4** For the avoidance of doubt, the Company shall not be held liable for any representation, act or omission of your Forward Data Partner.

## 11. MISCELLANEOUS

**11.1 Governing Law and Jurisdiction.** The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Florida without reference to its conflict of law principles All claims and conflicts will be submitted to the courts of the City of Orlando, Florida, without regard for any other jurisdiction to which the parties may be entitled.

**11.2 Force Majeure.** Neither party shall be liable for failure or delay in performing its obligations hereunder (other than an obligation to pay money) if such failure or delay is due to circumstances beyond its reasonable control.

**11.3 Independent Contractors.** The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. This Agreement or any Service Order does not establish a joint venture or partnership, and the performance of any obligations under this Agreement or any Service Order will not create such relationships.

**11.4 Amendment.** Except as otherwise provided herein, this Agreement may not be amended except upon the written consent of Customer and an officer of the Company. However, Company may amend these terms at the end of the Service Order period prior to any renewal, with prior written notification to Customer. If Customer doesn't not agree to such changes, Customer shall not renew its license and shall stop all use of the Service.

**11.5 Waiver.** No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

**11.6 Assignment.** This Agreement shall be binding upon and inure to the benefit of Customer, the Company and each of their respective successors, and assigns. Customer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the Company, which consent will not be unreasonably withheld. Any attempted assignment or transfer in violation of the foregoing will be void.

**11.7 Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect and the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

**11.8 Notices.** All notices to the Company hereunder shall be sent to the address stated above or in the Service Order. All notices to the Customer hereunder shall be sent to the contact person and address as detailed in the Service Order. Any notice hereunder shall be in writing and shall be given by registered, certified or express mail, or reliable overnight courier addressed to the addresses in this Agreement, by electronic mail to the email on record on the Service Order (providing however that confirmation is received of such email). Notice shall be deemed to be given upon the earlier of actual receipt or three (3) days after it has been sent, properly addressed and with postage prepaid.

**11.9 Entire Agreement.** This Agreement, together with the Service Order, which is incorporated by reference, constitutes the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous representations, understandings or agreements, oral or written, with respect to such subject matter.

Each party has read, understands and agrees to the terms and conditions and to the use of English as the language of this Agreement, which may be incorporated in other documents or executed via facsimile, electronic online communications, or via emailed PDF-format document (or other mutually agreeable document format). The person accepting this Agreement warrants that he/she has authority to do so on behalf of the Customer.