

Standard terms and conditions

VERSION 2026.08.11

These Terms and Conditions (“Terms”) along with the Order Form (“Order”) that attaches or incorporates these Terms by reference form the Agreement (“Agreement”) between the Customer and Runway Financial, Inc. d/b/a CFO.ai (“Provider”) and set forth the terms under which Provider will provide services to Customer. Any defined term in the Order shall have the same definition in these Terms.

1. Definitions.

“Aggregated Statistics” means data and information related to Customer’s use of the Licensed Software that is used by Provider in an aggregate and anonymized manner, including (i) to compile statistical and performance information related to the provision and operation of the Licensed Software, and (ii) learnings from models specific to Customer that are trained with Customer Data.

“Customer Data” means (i) User Data, (ii) data or information submitted by Customer to the Licensed Software or by a third party on behalf of Customer or otherwise for Customer to use the Licensed Software, and (iii) any other data or information accessed by Provider on behalf of Customer in order to provide the Licensed Software. For clarity, Customer Data does not include Aggregated Statistics.

“Documentation” means any materials related to or derived from the Licensed Software, including, but not limited to, any methodologies, techniques, algorithms, training materials, specifications, or other documentation made available to Customer by Provider.

“Effective Date” means the effective date set forth in the Order or, if none, the date of last execution of the Order.

“Fees” shall have the meaning set forth in Section 4.1.

“Licensed Software” means the Provider’s online, web-based, financial planning, analysis, reporting, and modeling tool provided as a subscription service (i.e. SaaS) having the features and benefits set forth in the Plan.

“Plan” means the Provider plan identified in the Order.

“Subscription Start Date” means the Subscription Start Date set forth in the Order or, if none, the Effective Date.

“Support Services” means answering questions, troubleshooting, and advanced configuration assistance. Support Services are provided via Slack or email.

“Taxes” shall have the meaning set forth in Section 4.2.

“Term” shall have the meaning set forth in Section 8.1.

“User Data” means data or information submitted by a User to the Licensed Software or made available by a User via such User’s provision of access to such User’s accounts at third party service providers.

“User(s)” Customer’s employees, consultants, contractors and agents who are authorized by Customer to use the Licensed Software and who have been supplied user identifications and passwords by Customer (or by Provider at Customer’s request), including “Administrative Users.”

2. Licensed Software.

2.1 Users.

Subject to any limitations set forth in the Order, Customer may grant access to the Licensed Software to Users during the Term in accordance with the terms and conditions of this Agreement.

2.2 Customer Responsibilities.

Customer is responsible for all activities that occur under User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) prevent unauthorized access to, or use of, the Licensed Software, and notify Provider promptly of any such unauthorized use; (iii) comply with all applicable laws, rules and regulations in using the Licensed Software and obtain all necessary authorizations, permissions and consents for Provider’s and Customer’s access and use of Customer Data as permitted under this Agreement; and (iv) safeguard the confidentiality of all passwords and usernames associated with Customer’s account. Customer will use the Licensed Software in accordance with the Documentation and all acceptable use policies that may be provided by Provider from time to time.

2.3 Use Restrictions.

Customer shall not, and shall ensure Users do not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Licensed Software available to any third party; (ii) send spam or otherwise duplicative or unsolicited messages via the Licensed Software; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Licensed Software or the data contained therein; or (vi) attempt to gain unauthorized access to the Licensed Software or its related systems or networks.

2.4 Third-Party Providers.

Provider may offer integrations for the Licensed Software with products and services of certain third-party providers that work in conjunction with the Licensed Software or may otherwise connect with or access third-party provider services on behalf of Customer, in each case, such as by exchanging data with the Licensed Software or by offering additional functionality within the user interface of the Licensed Software through use of application programming interfaces. Provider does not warrant any such third-party provider or any of their products or services, whether or not such products or services are designated by Provider as “certified,” “validated,” “supported” or otherwise. Provider may terminate the links between any third party service and the Licensed Software at any time for any reason, including changes in interoperability requirements, policies or fees charged by such third party providers to Provider or any Users. Any exchange of data or other interaction between Customer (or a User) and a third-party provider, and any purchase or use by Customer (or a User) of any product or service offered by such third-party provider, is solely between Customer (or such User) and such third-party provider, and Provider will have no liability or obligation with respect to such exchange or interaction.

2.5 Aggregated Statistics.

Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Licensed Software and collect and compile Aggregated Statistics. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided, that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. Proprietary Rights.

3.1 Provider Technology.

"Provider Technology" means (i) the Provider name, the Provider logo, the product and service names associated with the Licensed Software, and other trademarks and service marks; (ii) audio and visual information, documents, software and other works of authorship, including the Licensed Software and Documentation; (iii) other technology, including graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information; and (iv) all improvements, enhancements, modifications and derivative works of the foregoing whether created, developed or reduced to practice through provision of the Licensed Software, or otherwise. Other than as expressly set forth in Section 3.2 below, no license or other rights in or to the Provider Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved for Provider.

3.2 License Grant.

Subject to the terms and conditions of this Agreement, including Customer's payment of the Fees, Provider grants Customer, during the Term, a worldwide, non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right to (i) access and use the Licensed Software, solely for use by Users, and (ii) use the Documentation for internal business purposes in connection with use of the Licensed Software, in each case, in accordance with the terms and conditions of this Agreement.

3.3 License Restrictions.

Customer shall not (i) modify, copy or create derivative works based on the Licensed Software or Provider Technology; (ii) create Internet "links" to or from the Licensed Software, or "frame" or "mirror" any content forming part of the Licensed Software; or (iii) disassemble, reverse engineer, or decompile the Licensed Software or Provider Technology, or (iv) access the Licensed Software in order to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions or graphics of the Licensed Software, or (c) copy any ideas, features, functions or graphics of the Licensed Software.

3.4 Customer Data.

As between the parties, Customer owns all right, title and interest, in and to Customer Data. Customer hereby grants Provider a (i) non-exclusive, worldwide, royalty-free, fully-paid, sublicensable, transferable license to reproduce, distribute, modify and otherwise use and display Customer Data to provide the Licensed Software to Customer and its Users, including to train AI models specific to Customer, and (ii) a non-exclusive, worldwide, perpetual, irrevocable, royalty-free,

fully-paid, sublicensable, transferable license to reproduce, distribute, modify and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

3.5 Publicity.

Customer hereby consents to inclusion of its name and logo in Provider's public-facing client lists and marketing materials that may be published as part of its marketing and promotional efforts, including on Provider's website. Customer also agrees that Provider may (but is under no obligation to) issue press releases and publish testimonials and case studies with statements attributed to a named employee of Customer.

3.6 Feedback.

Customer hereby assigns to Provider any and all suggestions, ideas, enhancement requests, feedback, customizations, enhancements, recommendations or other information provided by Customer or its Users relating to the Licensed Software or Documentation ("Feedback"), and Provider is free to use such feedback, without any attribution or compensation. All Feedback is deemed to be Provider's Confidential Information.

4. Fees & Payment.

4.1 Fees.

Customer shall pay the fees specified in the Order and the fees for any additional services requested by Customer or Users (collectively, the "Fees"). Recurring Fees (e.g. subscription fees) are billed in advance. Any mid-month changes to monthly recurring fees (e.g. Plan change) will be prorated based on a 30-day month irrespective of the actual number of days in the month. One-time fees are billed when incurred (e.g. one-time purchases). Unless stated otherwise in the Order, consumables (e.g. tokens, credits) expire twelve months after the date of purchase. Customer is required to have a valid credit card on file with Provider for the payment of Fees. Customer hereby authorizes Provider to charge the credit card on file for all Fees incurred by Customer. In the event of any failure of Customer's payment method or failure to timely pay Fees when due, Provider may suspend the Licensed Software until such amounts are paid. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. All Fees paid are non-refundable and are not subject to set-off.

4.2 Taxes.

Provider's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Provider's income. If Provider has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Confidentiality.

5.1 Definition of Confidential Information.

The term “Confidential Information” means all confidential and proprietary information of a party (“Disclosing Party”) disclosed to the other party (“Receiving Party”), on or after the Effective Date, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in the Order Form), the Licensed Software, the Provider Technology, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

5.2 Confidentiality.

Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

5.3 Remedies.

If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts in any court of competent jurisdiction, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

5.4 Data Security Practices.

During the term of the Agreement, Provider will maintain and substantially adhere to its own internal policies relating to privacy, data security, business continuity, and disaster recovery. Copies of Provider’s certifications and policies are available upon request. Provider may update, change, discontinue, consolidate, or restate its policies from time to time without notice. The parties appreciate, however, that even the most highly secured systems are not immune from attack and that responsible observation of security practices cannot prevent all intrusions. Accordingly, Provider does not represent, warrant, or covenant that its systems cannot or will not be accessed by unauthorized third parties.

6. Warranties, Disclaimers, and Limitations.

6.1 Warranties.

Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (iii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

6.2 Disclaimer.

EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 6.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED SOFTWARE IS PROVIDED "AS IS," AND PROVIDER DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. PROVIDER DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

6.3 Exclusions of Remedies; Limitation of Liability.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. PROVIDER'S CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER IN RESPECT OF THE THREE (3) MONTH PERIOD PRIOR TO THE ACT, OMISSION, OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

6.4 Essential Basis of the Agreement.

Provider and Customer acknowledge and understand that the disclaimers, exclusions and limitations of liability set forth in this Section 6 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

7. Indemnification.

7.1 Indemnification by Provider.

Subject to this Agreement, Provider shall at its expense defend Customer and its officers, directors, and employees (“Customer Indemnified Parties”) against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Licensed Software as provided to Customer hereunder infringes the U.S. intellectual property rights of a third party (each, a “Customer Claim”), and shall pay any damages finally awarded by a court or agreed to by Provider in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Provider; (b) gives Provider sole control of the defense and settlement of the Customer Claim (provided that Provider may not agree to any settlement that imposes any liability or obligation on Customer); and (c) provides to Provider, at Provider’s cost, all reasonable assistance. Provider shall have no obligation under this Section 7.1 or otherwise regarding claims that arise from or relate to (i) Customer’s use of the Licensed Software other than as contemplated by this Agreement, (ii) any modifications to the Licensed Software made by any entity other than Provider, (iii) any combination of the Licensed Software with services or technologies not provided by Provider, (iv) Customer’s use of the Licensed Software or portion thereof after Provider has terminated this Agreement or such portion of the Licensed Software in accordance with this Section 7.1, (v) use of Customer Data as permitted by this Agreement, and (vi) third party providers and integrations. If in Provider’s opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Provider liability, Provider may in its discretion (a) obtain a license to enable Customer to continue to use the potentially infringing portion of the Licensed Software, (b) modify the Licensed Software to avoid the potential infringement, or (c) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Licensed Software and refund the amount of any pre-paid fees applicable to the portion of the terminated Licensed Software to be provided after the termination date. THIS SECTION 7.1 SETS FORTH CUSTOMER’S SOLE REMEDIES AND PROVIDER’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE SERVICE OR DOCUMENTATION INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

7.2 Indemnification by Customer.

Subject to this Agreement, Customer shall at its expense defend Provider and its officers, directors and employees (“Provider Indemnified Parties”) against any claims made or brought against any Provider Indemnified Party arising from or related to Customer’s or its authorized User’s use of the Licensed Software (each, a “Provider Claim”) and shall pay any damages finally awarded by a court or agreed to by Customer in a settlement with respect to such Provider Claim; provided, that Provider (i) promptly gives written notice of the Provider Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Provider Claim (provided that Customer may not agree to any settlement that imposes any liability or obligation on Provider); and (iii) provides to Customer, at Customer’s cost, reasonable assistance in connection therewith.

8. Term & Termination.

8.1 Term of Agreement.

This Agreement shall commence on the Effective Date and shall continue as set forth below. If the Order includes a demonstration term, the Agreement shall initially continue for the demonstration term set forth in the Order (“Demonstration Term”). During the Demonstration Term, Customer may terminate this Agreement at any time for any reason. If not terminated during the Demonstration Period (or if the Order did not include a Demonstration Period), the Order shall continue for the initial term (“Initial Term”) set forth in the Order. If no Initial Term is specified in the Order, the

Initial Term shall be one month. After the Initial Term, the term shall automatically renew for successive periods of equal length to the Initial Term (each, a "Renewal Term"), unless (a) the Order provides that it shall not auto-renew or (b) either party provides notice of termination at least 10 days prior to the end of the Initial Term or then-current Renewal Term (the Demonstration Term (if any), Initial Term, and all Renewal Terms, collectively, the "Term"). Notice of termination to Provider shall be emailed to ar@cfo.ai and notices of termination to Customer shall be sent in accordance with 9.3 (notices). To account for the increased costs of labor and doing business generally, Provider may increase the Fees for any Renewal Term upon notice to Customer.

8.2 Termination for Cause.

A party may terminate this Agreement for cause: (i) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors that is not dismissed or stayed within 60 days. Provider may additionally terminate this agreement for cause in the event Customer fails to pay an amount when due. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Provider prior to the effective date of termination. All fees paid in advance are non-refundable.

8.3 Data Retention.

Provided that Customer has paid for the Initial Term, Provider shall retain Customer Data for a period of 15 days after the expiration or termination of this Agreement. ("Retention Period") Except as set forth in the immediately preceding sentence, Provider shall have no obligation to maintain any Customer Data after the expiration or termination of this Agreement and may, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Provider may use in perpetuity any Aggregated Statistics.

8.4 Transition Services.

Provided that (a) Customer has paid for the Initial Term; (b) this Agreement has not been terminated by Provider due to Customer's material breach; and (c) this Agreement has not been terminated by Provider for Customer's failure to pay any amount due Provider, Provider will provide to Customer and / or to another service provider selected by Customer (such service provider shall be known as the "Successor Service Provider") assistance reasonably requested by Customer to effect the orderly transition of Customer Data, in whole or in part, to Customer or to Successor Service Provider (such assistance shall be known as the "Transition Services") following the termination of this Agreement, in whole or in part. The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition from Provider to Customer or Successor Service Provider; (b) if required, collecting, formatting, and transferring the Customer Data to Successor Service Provider; and (c) such other activities upon which the parties may agree. Provider reserves the right to require a deposit before commencing Transition Services. Transition Services must be requested and the deposit paid (if any) within Retention Period. All applicable terms and conditions of this Agreement shall apply to the Transition Services.

8.5 Survival.

The following provisions shall survive termination or expiration of this Agreement: Sections 1 and 3-9.

9. General Provisions.

9.1 Relationship of the Parties.

In making and performing this Agreement, Customer and Provider act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either party make commitments or incur any charges or expenses for, or in the name of, the other party. There are no third-party beneficiaries to this Agreement.

9.2 Updates.

Provider may update these terms from time to time upon notice to Customer. Updated terms shall become effective on the fourteenth (14th) day following notice. If Customer objects to any such changes, Customer may terminate this Agreement by providing written notice within 14 days of receiving notice of the updated terms. Any termination shall be effective upon the expiration of the then-current term.

9.3 Notices.

All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; or (iii) the second business day after sending by email. Notices to Provider shall be directed to legal@cfo.ai. Notices to Customer shall be directed to the email address identified in the Order Form.

9.4 Waiver; Cumulative Remedies Severability.

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

9.5 Assignment.

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Provider may assign this Agreement together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

9.6 Governing Law.

This Agreement shall be governed by the laws of California. The state and federal courts located in San Francisco, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 9.5 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

9.7 Conflicts.

In the event of any conflict between the provisions in these Terms and Conditions and the Order, the terms in the Order shall prevail.

9.8 Entire Agreement.

This Agreement sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the parties will be bound by any conditions, inducements or representations other than as expressly provided for herein. No terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

9.9 Amendments.

No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

9.10 Force Majeure.

Except for the payment of Fees due under this Agreement, neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

9.11 Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

9.12 Headings.

The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

(end of terms and conditions)