**MASTER SERVICES AGREEMENT**

This **MASTER SERVICES AGREEMENT** (the “**Agreement**”), by and between the entity (“**Client**”) named in the Electronic Lab Logs Order Form (the “Order Form”) and Electronic Lab Logs, Inc. (“**Company**”) a North Carolina corporation, effective as of the date set forth in the first Order Form between Client and Company (the “**Effective Date**”). Company and Client agree that this Agreement, including all exhibits hereto and the Order Form, represent the entire agreement between the parties with respect to the subject matter of the Agreement.

In consideration of Company’s engagement hereunder to perform the services and/or provide the products described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms and conditions:

1. Services.
2. From time to time during the term of this Agreement, upon request of the Client, Company will provide certain services (“**Services**”) to the Client, and the Client shall acquire such Services from Company, all on the terms and subject to the conditions set forth in this Agreement. The specific details of any Services covered by this Agreement will be expressly agreed by the parties in an Order Form (each, an “**Order Form**”). Over the course of the Term of this Agreement, the parties may agree to multiple Order Forms for different Services provided by Company. Each such Order Form will contain a description of the Services to be provided, the price to be paid by the Client to Company for such Services, the period of performance and such other terms and conditions consistent with this Agreement to which the parties have agreed. Each Order Form shall be binding only upon execution by both parties. Any changes in the scope of an Order Form will be addressed in an amendment to such Order Form signed by both parties.
3. Client shall provide Company with all information relevant to the Services and any reasonable assistance as may be required for Company to properly perform the Services. Client represents and warrants to Company that all such information will be accurate and complete in all material respects. The adequacy of the scope of work of the Services in addressing Client’s needs is solely Client’s responsibility. Any timing or fee estimate Company has provided in an Order Form takes into account the agreed-upon level of assistance from Client and commitment of Client resources.
4. Software License; Restrictions on Use; Support.
	1. To the extent Client enters into an Order Form with Company for Services that include the use of one or more of Company’s software offerings (collectively the “**Software**”), Company grants to Client a limited, non-exclusive, non-transferable, non-sublicensable right during the applicable Order Form Term to use the Software solely for Client’s own internal business purposes and subject to the Site or User limitations set forth in the applicable Order Form.
	2. Except as expressly provided in this Agreement, Client shall not directly or indirectly: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software in any way; (ii) modify or make derivative works based upon the Software; (iii) reverse engineer the Software; or (iv) access the Software in order to build a competitive product or service.
	3. Client will only provide access to the Software to employees or agents (the “**Users**”) that will use the Software for Client’s internal business use and have entered into an agreement with Client that is at least as protective of Company’s rights as this Agreement. If an Order Form specify a limited number of Users, Client agrees not to allow more Users to access or use the Software without executing an additional Order Form. Client further agrees that it shall not, and shall not permit its authorized users to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) 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; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Software or the data contained therein; or (v) attempt to gain unauthorized access to the Software or its related systems or networks.
	4. Client is responsible for all activity relating to the Software occurring under Client’s user accounts and shall comply with all applicable U.S. laws and regulations in connection with the use of the Software, including but not limited to privacy laws and export control laws and regulations. Client shall: (i) notify Company promptly upon becoming aware of any unauthorized use of the Software; (ii) report to Company immediately and use reasonable efforts to stop immediately any copying or distribution or misuse of the Software that becomes known or suspected by Client or Client’s users; and (iii) not impersonate another provider user or provide false identity information to gain access to or use the Software.
	5. To the extent Client enters into an Order Form with Company for use of the Software, Company may from time-to-time, and in its exclusive discretion, update the Software in order to, among other things, correct errors or bugs, improve the performance of the Software or increase the functionality of the Software. Client acknowledges that such updates may change or modify certain functions or features of the Software. Company shall not be liable to Client for any specific changes to the features or functionality of the Software and Client’s exclusive recourse if it is not satisfied with any update or improvement is to stop using the Software. Nothing herein shall obligate Company to provide any maintenance or support for the Software and nothing herein shall be interpreted as granting Client a right to receive any upgrades, patches, enhancements, bug fixes, new versions or new releases of the Software. Company reserves the right to provide new versions of the Software and/or additional functionality for additional or increased fee.
	6. Client acknowledges that the Software is intended solely for the purpose of tracking instrument, QC, and maintenance task information, and not for the purpose of linking or storing any patient lab results, patient medical records or other patient information. Under no circumstances, shall Client use the Software to create, receive, maintain, transmit, store or otherwise process “protected health information” or PHI, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Privacy Rule, or otherwise provide PHI to Company.  Client will indemnify and hold Company harmless from any responsibility or liability arising from Client’s breach of this Section. If Company becomes aware that it has received PHI from Client in breach of this Section, Company reserves the right to immediately delete such information from its systems and will preserve the confidentiality of such information as required by applicable law until it is deleted.
5. Compensation and Payment.
	1. In consideration for the Services, Client agrees to compensate Company in accordance with prices (the “**Fees**”) to be negotiated and agreed to in the Order Form. Unless otherwise stated in an Order Form, all Fees will be paid in U.S. currency and will be due and payable on an annual basis beginning with the Order Form Effective Date. Company will invoice Client upon execution of the Order Form and on the periodic increments identified in the Order Form during the Order Form Term (defined below). Payment of the invoice will be due according to the payment terms set forth on the Order Form, or if no such period is stated, within thirty (30) days of receipt of the invoice. All prepaid fees shall be non-refundable unless the applicable Order Form is terminated due to the uncured material breach by Company (as set forth in Section 4). Travel expenses incurred by Company in the performance of any Services will be billed separately at Company’s reasonable, actual out of pocket costs. If Client believes Client’s invoice is incorrect, Client must contact Company in writing within thirty (30) days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.
	2. Company reserves the right to modify the Fees applicable to its Services and to introduce new charges. Any modifications or changes to the applicable Fees will not become effective until the next Renewal Order Form Term (defined below). Company shall provide Client written notice of any increase in Fees or new charges at least sixty (60) days prior to the end of the then current Order Form Term. In the event that Client does not provide notice of termination to Company as described in Section 4 below, such Fee changes shall become effective at the commencement of the next Renewal Order Form Term.
	3. If any payments are not paid within thirty (30) days of the associated invoice, Company reserves the right to assess interest against any outstanding amount at a rate of one percent (1%) per month or portion thereof, or the highest amount permitted by law, whichever is higher. If Client has not paid any sums when due hereunder, Company may, at its option, suspend the Services until such past due sums are paid, regardless of whether or not this Agreement has been terminated.
	4. The Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Client shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on Company's income. If Company has the legal obligation to pay or collect taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client unless Client provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.
	5. In the event Client fails to pay the applicable Fees or expenses when due as set forth in this Agreement, and Company initiates legal enforcement or third-party collection efforts to recover the past-due amounts, Client agrees to pay all reasonable legal fees and costs incurred by Company.
	6. Client agrees to maintain, during the term of this Agreement and for three (3) years after the expiration or termination of this Agreement, complete, clear and accurate records of its use of the Software. Client shall permit Company or an independent accounting firm designated by Company to inspect such records pertaining to the installation and use of the Software to ensure compliance with the obligations hereunder. Any such inspection and audit shall be conducted at Company’s expense, upon reasonable prior notice, during regular business hours and in such a manner as not to unduly interfere with normal business activities of Client. In the event the audit reveals a breach of the usage rights or payment obligations set forth in the Order Form, Client will be responsible for the costs of the audit and will pay Company the amount of any excess usage or payment deficiencies within ten (10) business days.
6. Term and Termination.
7. The term of this Agreement shall commence on the Effective Date of the first applicable Order Form and continue until the termination or expiration of the last Order Form in place between the parties.
8. Each Order Form will specify a separate term length (the “Order Form Term”) applicable to the Services being provided in the Order Form. The termination of one Order Form, will not terminate this Agreement or any other applicable Order Form unless otherwise specified and unless no other Order Forms remain outstanding.
9. Either Party may terminate an applicable Order Form (and this Agreement if all Order Forms are terminated) for material breach if the breach remains uncured thirty (30) days after written notice specifying the nature of the breach is provided to the non-breaching party. Additionally, either Party may terminate an applicable Order Form upon written notice if the other Party (i) becomes insolvent or is the subject of any proceedings under the law relating to bankruptcy or the relief of debtors, (ii) becomes subject to a debarment proceeding from the United States Food and Drug Administration, or (iii) becomes listed on the General Services Administration's List of Parties Excluded From Federal Procurement Programs.
10. Upon termination or cancellation of an Order Form, any licenses granted to the Client under the applicable Order Form will terminate effective immediately and Client shall have no further right to use the Software. Company shall reasonably cooperate with the Client to provide for an orderly wind-down of the Services provided by Company in the Order Form. The following provisions will survive termination or expiration of this Agreement: (i) any obligation of the Client to pay for Services rendered before termination; (ii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.
11. Confidential Information.
12. Each party (as a “**Receiving Party**” hereunder) shall not disclose to any third party, any Confidential Information of the other party (as a “**Disclosing Party**” hereunder) provided to such Receiving Party in anticipation of, or in connection with the performance of this Agreement. This includes Confidential Information provided to the Receiving Party prior to the effective date of this Agreement. As used herein, the term “**Confidential Information**” refers to any and all non-public financial, technical, commercial, or other information concerning the business, technology, and/or affairs of the Disclosing Party, including, without limitation, any cost or pricing information, Client information, contractual terms and conditions, marketing or distribution data, business methods or plans.  Company’s Confidential Information includes, without limitation, all pricing terms offered to Client under this Agreement.
13. Receiving Party shall not disclose or publicize the Confidential Information without the Disclosing Party’s prior written consent. Receiving Party shall protect the Confidential Information with the same degree of care it uses to protect its own information of a similar nature, but in no event less than reasonable care. The Receiving Party shall not use the Confidential Information for its own benefit or for the benefit of any other person, third-party, firm or corporation except as required in connection with its performance under this Agreement.
14. The terms of confidentiality and non-disclosure contained herein shall expire five (5) years from the date of the termination of this Agreement, except for any information that qualifies as a trade secret under applicable law. The parties shall maintain the confidentiality of any trade secret information for so long as the information qualifies as a trade secret.
15. The restrictions on disclosure shall not apply to information which was: (i) generally available to the public at the time of disclosure, or later available to the public other than through fault of Receiving Party; (ii) already known to Receiving Party prior to disclosure pursuant to this Agreement, as evidenced by contemporaneously maintained written records; or (iii) obtained at any time lawfully from a third-party not bound by any obligation of confidentiality and under circumstances permitting its use or disclosure to others. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Receiving Party will, if permitted by applicable law, give Disclosing Party prompt notice of any such legal or governmental demand and reasonably cooperate with Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at Disclosing Party’s expense, and shall disclose only that part of the Confidential Information that Receiving Party is required to disclose. Moreover, nothing herein shall be interpreted as restricting Company from aggregating and anonymizing data used in connection with the Services and using such data for its own purposes including, without limitation, quality control, product development, and product accuracy and efficacy; provided that such anonymized data complies with applicable law and does not identify Client, Client’s Confidential Information or any identifiable information concerning the Users.
16. Each party acknowledges and agrees that any violation of this Section 5 may cause the Disclosing Party irreparable injury for which the Disclosing Party would have no adequate remedy at law, and that the Disclosing Party shall be entitled to seek preliminary and other injunctive relief against the Receiving Party for any such violation. Such injunctive relief shall be in addition to, and not in limitation of, all other remedies or rights that Disclosing Party shall have at law or in equity.
17. Client acknowledges and agrees that it will not disclose to Company any personal data of EU data subjects (as defined by EU General Data Protection Regulation 2016/679), personal information of California residents (as defined by Cal Civ Code Secs. 1798.100-1798.199), protected health information (as defined by the Health Insurance Portability and Accountability Act and its implementing regulations), third-party credit card or other payment processing information, or other sensitive personal information or information regulated by applicable law, until the parties have mutually agreed to an addendum setting forth each party’s obligations with regard to the collection and use of the protected data.
18. Proprietary Rights.
	1. Unless otherwise expressly set forth in an Order Form, Company retains all Intellectual Property Rights (defined below) in the Software and/or Services. Unless otherwise expressly set forth in an Order Form, any Intellectual Property Rights developed by Company in the course of performing the Services for Client shall belong exclusively to Company. Moreover, the Intellectual Property Rights in and to any modifications, derivatives and improvements to the Software made by Company and/or Client shall, and do hereby vest, exclusively in Company. Client agrees not to modify the notices and legends included with the Software without the prior written consent of Company. **“Intellectual Property Rights”** means all intangible, proprietary rights, including, without limitation, copyrights, trade secrets, trademarks, patents, design rights, goodwill, look and feel, and moral rights.
19. Insurance; Indemnification.
	1. *Insurance.* Each party shall maintain, at its own expense, sufficient insurance coverage to adequately cover such party’s respective obligations under this Agreement. Upon request, and no later than thirty (30) days of a written request therefor, a party shall provide to the other party a copy of its current certificate of insurance evidencing its current insurance coverage.
	2. *Indemnification.* Each party (the “**Indemnifying party**”) shall at its expense protect, defend, and hold harmless the other party and its respective affiliates, directors, officers, employees, agents, licensors, successors and assigns (the “**Indemnified party**”) from and against any claim, demand, action, suit or proceeding brought by a third party (a “**Claim**”), arising from or related to (i) any alleged or actual breach by the Indemnifying party of any of its obligations, representations or warranties under this Agreement or violation of applicable law, or (ii) with respect to Company as the Indemnifying party, any alleged or actual Claim that Client’s access and use of the Software as permitted under this Agreement, infringes any United States Intellectual Property Right of any third party. The Indemnifying party shall have no indemnity obligation with respect to any Claim for such portion of the Claim that arises due to the Indemnified party’s negligence, willful misconduct or breach of this Agreement. With respect to each Claim, the Indemnifying party shall indemnify the Indemnified party from and against any and all damages, judgments, awards, fines, penalties, expenses, and costs (including without limitation attorney’s fees and expenses that are awarded to the third party by a court or other authority), that are assessed by a governmental authority or that are payable to the third party in a settlement made by the Indemnifying party.
	3. If any Software is, or in either party’s opinion (based on documentable reasons) is likely to be, determined to be infringing, Company shall at its expense and option either (i) procure the right to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing, or (iv) terminate the Order Form related to the infringing Software and refund to Client the fees paid for it, prorated for any use of such Software prior to the date of termination.
	4. The Indemnifying party’s obligations are contingent upon the Indemnified party (a) promptly giving notice of the Claim to the Indemnifying party once the claim is known; (b) giving the Indemnifying party sole control of the defense and settlement of the Claim (provided that the Indemnifying party may not settle such Claim unless such settlement unconditionally releases the Indemnified party of all liability and does not adversely affect the Indemnified party’s business or service); (c) providing to the Indemnifying party all available information and reasonable assistance; and (d) not compromising or settling such third-party Claim without the Indemnifying party’s approval (such approval not to be unreasonably withheld).
20. Limitation of Liability.

WITHOUT LIMITING THE RIGHTS OF THE PARTIES FOR EQUITABLE RELIEF AND EXCEPT FOR INDEMNIFICATION OBLIGATIONS OF THE PARTIES AND/OR BREACH OF THE CONFIDENTIALITY PROVISIONS IN THIS AGREEMENT, IN NO EVENT: (a) WILL EITHER PARTY’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID TO COMPANY BY CLIENT AND/OR PROPERLY DUE FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM; AND (b) WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE AND EVEN IF THE PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND SUCH DAMAGES WERE FORESEEABLE, AND EVEN IF A PARTY’S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION, EACH PARTY’S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

1. Subcontractors. Company may select and engage one or more subcontractors to perform the Services. Company shall have full and complete control of and responsibility for all actions of its agents, affiliates, officers, directors, employees and subcontractors, if any, of Company (collectively, “**Company’s Agents**”) and none of Company’s Agents shall be, or shall be deemed to be, the agents, affiliates, officers, directors, employees or subcontractors of the Client for any purpose whatsoever by virtue of this Agreement. Company hereby acknowledges and agrees that Company shall cause each of Company’s Agents who participate in rendering the Services to comply with the terms of this Agreement, and Company shall ultimately be responsible for the performance of the Services.
2. Warranty.
3. Each party represents and warrants to the other that (i) its execution of and performance under this Agreement do not and will not conflict with any other agreement to which the party making the representation is a party, (ii) it is authorized to do business in all jurisdiction(s) in which it has obligations under this Agreement and has obtained all necessary rights, licenses and consents to fully perform under this Agreement.
4. Services.
5. Company represents and warrants that (i) the Services will be performed in a professional and workmanlike manner, (ii) the Services will conform in all material respects to the description and requirements of the Services set forth in this Agreement and the applicable Order Form, (iii) it owns or has sufficient rights in the Software to convey the licenses granted in this Agreement; and (iv) its performance of the Services will be in compliance with all applicable laws.
6. Any Software licensed to Client pursuant to an applicable Order Form shall, during the Order Form Term, materially conform to the documentation relating to the Software, if any, provided by Company to Client and any specifications or requirements expressly provided in the Order Form; provided that in the event the Software does not conform to the specified documentation, specifications, or requirements, Client’s exclusive remedy shall be to have Company repair, modify or replace the Software until it conform to the applicable specifications and requirements.
7. Exclusions. The warranties provided in this Section 10 shall not apply to the extent such error or nonconformity is caused by or due to:
8. failures due to defects in hardware provided by Client, power problems, environmental problems or any cause other than the Software itself;
9. modification of the Software by any party other than Company and/or as instructed by Company if changes made by Client; or
10. misuse, errors or negligence of Client, its employees, agents or end-users in operating the Software.
11. Limitation.

UNLESS ADDITIONAL OR DIFFERENT WARRANTIES ARE EXPRESSLY AGREED IN A SEPARATE WRITING SIGNED BY THE PARTIES, THE EXPRESS WARRANTIES PROVIDED ABOVE ARE EACH PARTY’S ONLY WARRANTIES CONCERNING THIS AGREEMENT, AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

1. Independent Contractors. In accordance with the mutual intentions of the Client and Company, this Agreement establishes between them an independent contractor relationship, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. The relationship of the Client and Company for purposes of this Agreement is completely independent and unrelated to any other relationship that exists or may exist in the future between the parties. This engagement is not exclusive, and nothing in this Agreement shall be construed to preclude (a) the Client from soliciting or engaging others to act as contractors on behalf of the Client for similar services or (b) Company from performing similar services for others. This Agreement does not create any employer-employee, agency or partnership relationship or any joint venture. As an independent contractor, Company’s fees and expenses shall be limited to those expressly stated in this Agreement. None of the employees or agents of Company shall be considered employees of the Client, nor shall Company or any of Company’s employees or agents be entitled to participate in any plans, arrangements or distributions of the Client pertaining to any benefits provided to regular employees of the Client. Subject to the terms of this Agreement: (i) Company has the sole and exclusive right to control and direct the manner and means by which Company renders the Services, provided that such manner and means must produce services of a commercially reasonable quality; (ii) Company may perform the duties at any time or pursuant to any schedule, provided that the Services are completed within the time periods (including any interim time periods) indicated within the description of the Services, or otherwise specified by the Client and agreed to in writing by Company; and (iii) Company shall have no obligation to follow any particular sequence in performing the Services.
2. General.
3. *Notices*. Notice, demand, or other communication mandated to be given by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by (i) registered or certified mail, postage prepaid, return receipt requested, (ii) nationally recognized overnight delivery service, (iii) delivered personally, or (iv) sent via electronic mail or facsimile and receipt of such is confirmed by responsive communication. Unless Company is otherwise notified in writing, Client’s address for notice purposes shall be Client’s address provided in the Order Form. All notices shall be deemed to have been given upon receipt or, if earlier, two (2) business days after being deposited in the mail as required above.
4. *Amendment*. This Agreement may not be amended or modified except through a written agreement executed by authorized representatives of each party.
5. *No Waiver*. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an authorized representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
6. *Assignment & Successors*. Neither party shall assign, sell or transfer this Agreement, or its rights or obligations hereunder, without the prior written consent of the other party; provided, however, that either party may assign this Agreement without consent, but with written notice, to any of its affiliates or a successor in the event of any sale of all or substantially all of the business of the Company whether by sale of assets, merger, reorganization or otherwise. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.
7. *Choice of Law & Jurisdiction*. This Agreement will be governed solely by the internal laws of the State of North Carolina, without reference to such State’s principles of conflicts of law.
8. *Severability*. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
9. *Conflicts among Attachments*. If there is any conflict between the provisions of this Agreement and an Order Form, the Order Form will control.
10. *Force Majeure*. Each party shall be excused from its obligations under this Agreement, except for any payment obligations, and shall have no liability for any resulting loss or damage, in the event and to the extent that its performance is delayed or prevented by any circumstance reasonably beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, explosion, act of any government in its sovereign capacity, act of God or of the public enemy, strike, walkout or other labor dispute, and riot or civil disturbance. Client will not be required to pay for any services which are not being performed hereunder for any of the above reasons.
11. *Entire Agreement*. This Agreement, including the applicable Order Forms and Exhibits, sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.
12. *Counterparts*. This Agreement may be executed in any number of counterparts and each will be considered an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Slight variations in the form of signature page counterpart executed by any party hereto (including different footnotes or document numbers) shall be considered immaterial and shall not invalidate any such counterpart signature.