

These Order Form Terms and Conditions are part of the Order Form executed by Customer with Cannabiz, LLC ("Cannabiz") constitute the agreement between the parties (referred to collectively as the "Agreement").

1. Definitions.

"ACH" means the automated electronic payment services that are subject to the operating rules of the National Automated Clearing House Association ("NACHA").

"Agreement" means any fully executed Order Form, together with its applicable Order Form Terms and Conditions.

"Authorized Tax Agencies" means the particular federal, state, and local tax agencies or jurisdictions for which Customer has elected Tax Filing services as set forth in this Agreement, and for which Cannabiz has been granted power of attorney by Customer.

"Check" shall mean any and all documents produced, either in paper or electronic form, for the payment or recording of payments.

"Confidential Information" means (a) any software utilized by Cannabiz in the provision of the Service and its respective source code; (b) Customer Data; (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices, names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or reasonably should know is confidential or proprietary; (d) the terms and pricing of any Order Form and related Order Form Terms and Conditions; and (e) the terms of this Agreement (but not its existence or parties).

"CRM" refers to Cannabiz's online system for support ticket management which Customer is required to utilize for reporting, communicating, and tracking support and assistance requests to Cannabiz via e-mail or telephone.

"Customer Data" means the electronic data or information submitted by Customer or Authorized Parties to the Service.

"Documentation" means Cannabiz's electronic and hardcopy user guide for the Service, which may be updated by Cannabiz from time to time.

"Fee Funding Account" means the designated bank account from which Customer authorizes Cannabiz to withdraw funds to cover fees or other amounts owed for Customer's use of the Service and in which Customer shall have sufficient funds available contemporaneously with available funds in the Payroll Funding Account.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

"Normal Business Hours" means Monday through Friday, 9:00 a.m. – 7:00 p.m. Eastern Time, excluding banking holidays.

"Order Form" means the separate ordering document under which Customer subscribes to the Service in accordance with these Order Form Terms and Conditions.

"Owner(s)" shall mean all shareholders, entities, individuals or members with 10% or more possessory interest in the business.

"Service" means Payment and other services provided to Customer by Cannabiz.

"Payroll Funding Account" means the designated bank account from which Customer authorizes Cannabiz to withdraw funds to cover Customer's payroll related liabilities.

"Production Use" means the date Service is first used by Customer for any reason other than development, evaluation, and acceptance testing.

“Security Policies” means setup policies to grant or deny access to end users of the Service login and access privileges to the interactive web pages reports and the data records contained within the Service.

“Tax Funding Account” means the designated bank account from which Customer authorizes Cannabiz to withdraw funds to cover Customer’s tax related liabilities.

“Third Party” means a business entity, which receives payments originated by Customer by the process of aggregating employer or employee Check deduction amounts through payroll processing for the purpose of conveniently remitting a single timely payment to such business entity.

2. General Terms.

- 2.1. The Service and Cannabiz Services shall be provided as set forth herein and Customer agrees to pay the fees for use of the Service and Cannabiz Services in accordance with the fee schedule set forth in the Order Form.
- 2.2. Cannabiz shall not be responsible for Customer’s failure to supply information on a timely basis or actions taken or omitted by Customer or for inaccuracies resulting from inaccurate information provided by Customer.
- 2.3. Customer shall promptly report via the CRM support issues, defects, and setup issues with the Service or Cannabiz Services for which Customer requires assistance.
- 2.4. Customer shall promptly report changes in its Owner(s) to Cannabiz.
- 2.5. The term of this Agreement shall commence as of the execution date and shall continue until either party delivers ninety (90) days written notice of cancellation.
- 2.6. Billing for the Service will commence upon Production Use.
- 2.7. Prices in this Agreement shall be adjusted upon 90 days advance notice from Cannabiz.
- 2.8. For the Term of this Agreement, Cannabiz agrees to keep electronic records of Customer ACH transactions and all pertinent associated documentation for up to one year. Customer may request copies of such documentation from time to time and Cannabiz shall make best efforts to supply such documents in a timely manner. Customer shall be obligated to reimburse Cannabiz any applicable costs and fees for document retrieval requests. Cannabiz shall have no responsibility to maintain such records after termination of this Agreement.

3. Services.

If elected by Customer, the following Payment and Official Bank Check Services will be made available for Customer’s use.

3.1. Payment Services

- 3.1.1. Payment services shall facilitate the transfer of payroll-related funds from Customer’s designated bank accounts to designated bank accounts via ACH.
- 3.1.2. Customer shall maintain a sufficient balance in its Payroll Funding Account and its Fee Funding Account to cover its current payroll liabilities, all applicable Service fees, and charges to cover any NSF or miscellaneous service fees. If for any reason Customer’s bank refuses to honor an ACH draft, an NSF fee will be charged to Customer at Cannabiz’s reasonable costs and Cannabiz may immediately terminate this Agreement without written notice and without obligation to perform payroll processing or ACH payroll transactions, or to make any currently due or future payroll tax deposits or tax return filings.
- 3.1.3. Customer shall be liable for each ACH Entry made to its Payroll Funding Account or the account of any employee or Third Party initiated by Cannabiz hereunder. In the event Cannabiz

determines, in its sole discretion, not to terminate this Agreement following Customer’s failure to fully fund an ACH Entry to Customer’s Payroll Funding Account, Customer unconditionally agrees to immediately pay Cannabiz upon demand the sum of any unfunded payroll plus all fees and charges as set forth in this Agreement (including any debit which is returned to Cannabiz because of insufficient or uncollected funds or for any other reason).

- 3.1.4. The provision of all services requiring the debit or credit of accounts shall be provided through an originating bank (the “Originating Bank”). Cannabiz and Customer may each be required to enter into separate agreements with the Originating Bank. Customer shall execute all documents requested by Cannabiz or the Originating Bank to originate debit or credit entries through the nationwide automated clearing house system on a bank account designated by Customer (each, an “ACH Entry”), and provide any other documents or information on an ongoing basis that may be requested by Cannabiz or the Originating Bank to effectuate such ACH Entries.
- 3.1.5. Customer shall have sufficient funds no later than three (3) banking days prior to payroll check date, (or as otherwise set forth in this Agreement), except when the payroll check date falls on a Saturday, Sunday or a bank holiday, in such case the funds must be available one banking day earlier. Customer may change its authorization to debit its Payroll Funding Account by executing and delivering to Cannabiz a new authorization to debit and a voided check for any new account at least twenty (20) days prior to the effective date of such change.
- 3.1.6. Each Party shall cooperate with the other Party to recover funds erroneously credited to any bank account.
- 3.1.7. Per Event Fees or Per Item Fees. The following fees are subject to change and are billed as these services are requested by Customer.

Item	Rate	Billing Event
Notification of Change (NOC)	\$10.00	Per item
Positive Pay Exception (Early Check Cashing)	\$15.00	Per item
Returned Items, voids, reissue, reversals, and stop payments	\$50.00	Per item
Stale-Dated checks voided with funds return to customer – 180+ days	\$5.00	Per item (min \$50)
Check Copy	\$10.00	Per item
Customer-initiated wire transfers	\$35.00	Per occurrence
Next day ACH File processing (requires cleared funds via Customer- initiated wire transfer)	\$50.00	Per occurrence
Late receipt of funds; plus 18% per annum interest (NSF fee applies if any)	\$50.00	Per occurrence
First NSF plus 2.5% of NSF amount	\$150.00	Per occurrence
Subsequent NSF plus 5% of NSF amount	\$250.00	Per occurrence

3.2. Managed Checking Account Services

- 3.2.1. Managed Checking Account Services shall be provided by Cannabiz to: i) collect employee payroll net pay amounts from Customer’s Payroll Funding Account concurrent with the collection of other payroll liabilities, ii) receive and hold those funds in an account separate from Cannabiz’s general accounts, and iii)

make those funds available to employees either by a printed payroll check or an ACH Entry to the employee's designated bank account on the payroll check date.

- 3.2.2. Customer shall maintain a sufficient balance in its Payroll Funding Account and its Fee Funding Account to cover its current payroll liabilities, all applicable Service fees, and charges to cover any NSF or miscellaneous service fees. If for any reason Customer's bank refuses to honor an ACH draft, an NSF fee will be charged to Customer as Cannabiz's reasonable costs and Cannabiz may immediately terminate this Agreement without written notice and without obligation to perform payroll processing or ACH payroll transactions, or to make then due or future payroll tax deposits or tax return filings.
- 3.2.3. Cannabiz shall return to Customer amounts in excess of twenty dollars, either quarterly if they exceed that amount or on an as-needed basis if they don't, whichever is less frequent, held in its Managed Checking Account that have not cleared within 180 days from the original check date. Cannabiz shall be permitted to set off the amounts returned to Customer for unpaid Service fees, if any, existing at that time.

4. Support.

Customer acknowledges that all support requests will be properly documented and submitted to Cannabiz's CRM during Normal Business Hours and in accordance with Cannabiz's current support policy. Except for reporting service outages, all support requests that are not received during Normal Business Hours will be subject to additional after hours support fees as provided for in the Order Form.

5. Fees

- 5.1. Invoices & Payment. Fees for the Service will be invoiced in accordance with the applicable Order Form. Except as otherwise stated in an Order Form, all fees are quoted and payable in United States dollars and are based on Service rights acquired and not actual usage. Customer shall provide Cannabiz with complete and accurate billing and contact information including a valid email address for receipt of invoices. Upon receipt of an invoice, Customer shall immediately review same and notify Cannabiz of any billing errors or invoice adjustments Customer believes it is due. No refund or credit will be given for invoice billing errors or invoice adjustments that are requested more than ninety (90) days after the invoice date. Upon Cannabiz's request, Customer will make payments via wire transfer.
- 5.2. Non-cancellable & non-refundable. Except as specifically set forth to the contrary under Section 8.2 "Warranty Remedies", Section 9.1 "Indemnification by Cannabiz", Section 11.2 "Termination", all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable.
- 5.3. Overdue Payments. Any payment not received from Customer by the due date will accrue interest at the maximum rate permitted by Law.
- 5.4. Non-Payment and Suspension of Service. If Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement, any other Agreement between the parties, or by Law, Cannabiz reserves the right to suspend the Service upon ten (10) days written notice, without liability to Customer, until such amounts are paid in full.
- 5.5. Taxes. Except as otherwise stated in an Order Form, Cannabiz's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with this Agreement and the Service, excluding U.S. income taxes on Cannabiz. If Customer has an obligation to withhold any amounts under any law or tax regime (other than U.S. income tax law), Customer shall gross up the payments so that Cannabiz receives the amount actually quoted and invoiced. If Cannabiz has a 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 Cannabiz with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. Confidentiality.

- 6.1. Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement or any other agreement between the parties, except with the other party's prior written permission or as described in the Compelled Disclosure section below.

- 6.2. Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.
- 6.3. Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
- 6.4. Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of the confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.
- 6.5. Exclusions. Confidential Information shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the other party; (b) was known to a party prior to its disclosure by the other party without benefit of any obligation owed to the other party; (c) was independently developed by a party without breach of any obligation owed to the other party; or (d) is received from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this section.

7. Customer Data.

- 7.1. Ownership of Customer Data. As between Cannabiz and Customer, Customer owns its Customer Data.
- 7.2. Protection and Security. During the Term of this Agreement, Cannabiz shall maintain a formal security program materially in accordance with industry standards that is designed to: (a) ensure the security and integrity of Customer Data; (b) protect against threats or hazards to the security or integrity of Customer Data; and (c) prevent unauthorized access to Customer Data. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it.
- 7.3. Unauthorized Disclosure. If either party believes that there has been a disclosure of Customer Data to anyone other than an Authorized Party of Cannabiz, such party must promptly notify the other party. Additionally, each party will reasonably assist the other party in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it.
- 7.4. Customer Responsibility. Customer is responsible for the content of its Customer Data. Customer shall not upload Customer Data that infringes the rights of or causes harm to a third party, or violates any Law.

8. Warranties & Disclaimers.

- 8.1. Warranties. Each party warrants that it has the authority to enter into this Agreement and that doing so does not constitute a breach of any other existing agreement it has entered into and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Customer acknowledges that the Service is a work-in-progress and may be modified substantially during the Term, provided that no modifications will be made by Cannabiz that impair Customer's use. Cannabiz warrants that during the Term (a) the Service shall perform materially in accordance with the Documentation, which may change as well; and (b) the functionality of the Service will not be materially decreased.
- 8.2. Warranty Remedies. As Customer's exclusive remedy and Cannabiz's sole liability for breach of the warranty set forth in Section 7, Cannabiz shall correct the non-conforming Service at no additional charge to Customer or, in the event Cannabiz is unable to correct such deficiencies after good-faith efforts, Cannabiz shall refund Customer amounts paid that are attributable to the defective Service from the date Cannabiz received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to Cannabiz, but no later than thirty (30) days of the first date the deficiency is identified by Customer.
- 8.3. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CANNABIZ MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. CANNABIZ DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

9. Indemnification.

- 9.1. Indemnification by Cannabiz. Cannabiz shall defend, indemnify, and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent, a PCT patent application, or a trademark of a third party; provided, however, that Customer: (a) promptly gives written notice of the Claim to Cannabiz; (b) gives Cannabiz sole control of the defense and settlement of the Claim (provided that Cannabiz may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Cannabiz, at Cannabiz's cost, all reasonable assistance. Cannabiz shall not be required to indemnify Customer in the event of: (i) modification of the Service by Customer, its employees, or Authorized Parties in conflict with Customer's obligations, or as a result of any prohibited activity as set forth herein; (ii) use of the Service in a manner inconsistent with the Documentation; (iii) use of the Service in combination with any other product or service not provided or approved by Cannabiz; or (iv) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Cannabiz reasonably believes it will be enjoined and such threatened or actual injunction would require indemnification, Cannabiz shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Cannabiz, then use of the Service may be terminated at the option of Cannabiz and Cannabiz's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.
- 9.2. Indemnification by Customer. Customer agrees to defend, indemnify, and hold harmless Cannabiz from all claims, suits, actions, losses, damages, judgments, costs, and expenses that may result from any actual or alleged patent, trademark, trade secret, copyright or other proprietary rights infringement or expropriation arising from: (a) any modification or misuse of the Service performed by Customer or on its behalf which is not approved or performed by Cannabiz.

10. Limitations and Exclusions.

- 10.1. Errors and Willful Acts. Cannabiz shall correct any payments, as the case may be, produced incorrectly as a result of a Cannabiz error, at no charge to Customer. Additionally, Cannabiz shall reimburse Customer for actual damages incurred by Customer as a direct result of the criminal or fraudulent acts or willful misconduct of Cannabiz or any of its employees.
- 10.2. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO: (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, (B) CUSTOMER'S PAYMENT OBLIGATIONS, AND (C) CANNABIZ'S INTELLECTUAL PROPERTY RIGHTS IN THE SERVICE, IN NO EVENT SHALL EITHER PARTY'S (OR CANNABIZ'S THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER IN CONSIDERATION FOR CANNABIZ'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD OF THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID FOR THE FIRST TWELVE MONTH PERIOD).
- 10.3. Exclusion of Damages. EXCEPT WITH RESPECT TO CANNABIZ'S INTELLECTUAL PROPERTY RIGHTS IN THE SERVICE, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

11. Term and Termination.

- 11.1. Term of Agreement. The term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated ("Term"), unless otherwise extended pursuant to a written agreement of the parties.
- 11.2. Termination. Either party may terminate this Agreement: (a) upon thirty (30) days' prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (b) immediately in the event 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. In the event this Agreement is terminated, all other agreements between the parties shall simultaneously terminate. Upon any termination by Customer pursuant to this section, Customer shall only be responsible for the Service fees up and through the date of termination and Cannabiz shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination.

- 11.3. Effect of Termination. Upon any termination of this Agreement, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service and Cannabiz Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Cannabiz prior to the effective date of termination. Upon termination for cause by Cannabiz, all future amounts due under all Order Forms shall be accelerated and become due and payable immediately.
- 11.4. Surviving Provisions. The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: Sections 2, 7.3, and any Order Form(s) then in effect, except for the payment provisions contained therein. All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

12. General Provisions.

- 12.1. Relationship of the Parties. The parties are independent contractors. This Agreement and other Agreements between the parties, unless expressly stated otherwise, do not create nor are they intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement or any other agreement between the parties.
- 12.2. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the third business day after first class mailing; or (c) the next business day after sending by facsimile with telephonic confirmation of receipt. Notices to Cannabiz shall be addressed to the attention of its CEO. Notices to Customer shall be addressed to Customer's signatory on the Order Form to which this Agreement relates. Each party may modify the recipient of notices by providing notice pursuant to this Agreement.
- 12.3. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right, except as expressly set forth herein.
- 12.4. Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Cannabiz or Customer employees, respectively), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
- 12.5. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement and all other agreements between the parties in their entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement and all other Agreements between the parties and all past due fees are paid in full, except that Customer shall have no right to assign this Agreement or any other agreement between the parties to a Competitor of Cannabiz. Any attempt by a party to assign its rights or obligation under this Agreement or any agreement between the parties 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.
- 12.6. Governing Law, Venue, and Waiver of Jury Trial. This Agreement, including all exhibits hereto and all other Agreements between the parties shall be governed exclusively by the internal laws of the State of Florida, without regard to its conflict of laws rules. Jurisdiction and venue of any action arising between the parties shall be exclusively in Hillsborough County, Florida. Each party hereby waives any right to jury trial in connection with any action in any way arising out of or related to this Agreement or any Agreement between the parties.
- 12.7. Miscellaneous. This Agreement, the Order, and applicable Customer Setup Forms constitute the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of this Agreement shall take precedence over provisions of any Order Form or Customer Setup Form. This Agreement

supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any agreement between the parties shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement or any provision of any agreement between the parties 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 and such other agreement between the parties shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, request for proposal, or any other Customer order documentation, shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be of no force or effect.