



## Master Subscription Agreement

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THE AGREEMENT, AN ORDER FORM OR AN ADDENDUM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR THE SERVICE, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

### 1. Definitions

"Affiliate" means any person or entity that directly or indirectly controls or is controlled by a party, or with which a party shares common control. A party controls another entity when the party, through ownership of the voting stock or other ownership interest of that entity, or by contract or otherwise, has the ability to direct its management.

"Company"/"Cloud Artillery"/"We"/"Our" means Cloud Artillery, LLC, and its Affiliates.

"Service(s)" means the specific edition of Company's Software and products, including electronic downloads, CD-Roms, diskettes, associated media, printed materials, and electronic documentation developed, operated, and maintained by Company, accessible via [www.salesforce.com](http://www.salesforce.com) or another designated web site or IP address, or ancillary online or offline products and services provided to you by Company, to which You are being granted access under this Agreement.

"Technology" means all of Cloud Artillery's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to You by Cloud Artillery in providing the Service.

"User(s)" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by You (or by [salesforce.com](http://salesforce.com) or Your Reseller at Your request).

"You" or "Your" or "Customer" means the customer entity which has contracted to purchase licenses to use the Services subject to the conditions of these End User License Terms.

"Agreement" means these online terms of use and any materials available on the Company website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Company from time to time in its sole discretion.

"Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service.

"Customer Data" means any data, information or material provided or submitted by You to the Service in the course of using the Service.

"Effective Date" means the earlier of either the date this Agreement is accepted or the date you begin using the Service.

"Initial Term" means the contract term, beginning on the contract start date and ending on the contract end date.

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"License Administrator(s)" means those Users designated by You who are authorized to purchase licenses online and otherwise administer Your use of the Service.

"License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service.

"Reseller" means an independent contractor or business entity who has signed a reseller agreement with Company to sell licenses of Services to end users.

"Computer" means the Hardware, if the Hardware is a single computer system, or shall mean the computer system in which the Hardware operates, if the Hardware is a computer system component.

"Payment Method" means valid and updated credit card information or valid and updated information from Company accepted payment instrument such as PayPal.

## 2. License Grant & Restrictions

The Service is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Service is licensed, not sold. This Agreement grants You the following rights:

Company hereby grants You a non-exclusive, non-transferable, worldwide right to use the Service, solely for Your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to You are reserved by Company and its licensors.

You may not access the Service if you are a direct competitor of Company, except with Company's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a commercial or competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics which are proprietary to the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

You may use the Service only for your internal business purposes and You shall not: (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 violate any 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 Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

### 3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, provincial or state, national and foreign laws, treaties and regulations in connection with Your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Company immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Company immediately and use reasonable efforts to stop immediately any copying or distribution of Content by You or Your Users; and (iii) not impersonate another User or provide false identity information to gain access to or use the Service. You agree that you will comply with all applicable laws and regulations in connection with your use of the Services, including but not limited to, all applicable privacy and export control laws and regulations. You acknowledge that the Services are subject to U.S. export control laws and regulations and you represent that you are not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. You represent that you are not an individual less than 18 years of age.

### 4. Intellectual Property Ownership

Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Company Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Company Technology or the Intellectual Property Rights owned by Company. The Company name, the Company logo, and the product names associated with the Service are trademarks of Company or third parties, and no right or license is granted to use them.

### 5. Confidentiality

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), 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. Your Confidential Information shall include Your Data; Company Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public 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) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections substantially similar to those herein.

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law

to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

#### 6. Account Information and Data

Company does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not Cloud Artillery, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Cloud Artillery shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. You acknowledge that it is the company, salesforce.com, and not Cloud Artillery that stores Customer Data, and in the event this Agreement is terminated (other than by reason of Your breach), it will not be Cloud Artillery's responsibility to make available to You a file of the Customer Data upon termination. Upon termination for cause, Your right to access or use Customer Data via the Service immediately ceases, and Company shall have no obligation to maintain or forward any Customer Data.

#### 7. Third Party Interactions

During use of the Service, You may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third parties. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between You and the applicable third-party. Company and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between You and any such third-party. Company does not endorse any sites on the Internet that are linked through the Service. Company provides these links to You only as a matter of convenience, and in no event shall Company or its licensors be responsible for any content, products, or other materials on or available from such sites. Company provides the Service to You pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require Your agreement to additional or different license or other terms prior to Your use of or access to such software, hardware or services.

#### 8. Charges and Payment of Fees

You shall pay all fees or charges to Your account in accordance with the fees, charges, and billing terms in effect with Company or Your Reseller at the time a fee or charge is due and payable. All payment obligations are non-cancelable and all amounts paid are non-refundable. Company reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice, as specified in Section 18 below, to Customer, effective upon the next Renewal Term in accordance with Section 11 below. In the event that Customer does not cancel as described in Section 11 below, such changes shall become effective at the commencement of the renewal term. Neither party will disclose any pricing terms or other terms of this Agreement to anyone other than its attorneys, accountants, and other professional advisors under a duty of confidentiality except (a) as required by law, or (b) pursuant to a mutually agreeable press release.

#### 9. Fees and Payment for Purchased Services

You agree to pay Cloud Artillery any fees published on the relevant Service listing web page at <http://appexchange.salesforce.com> or quoted by Cloud Artillery for use of the Service ("Fees"). Except as otherwise specified herein, (i) Fees are quoted and payable in United States dollars, (ii) Fees are based on Services purchased and not actual usage, and (iii) payment obligations are non-cancelable and Fees paid are non-refundable. Fees are based on monthly, or yearly periods that begin on the Effective Date and each monthly or yearly anniversary thereof ("Billing Period"). Fees for User subscriptions added during a monthly, quarterly, or yearly period will be prorated for the remaining time of the monthly, quarterly, or yearly period in which they were purchased.

Unless otherwise stated, Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Fees do not include foreign currency exchange fees in connection with non-U.S. dollar payments or other fees levied by any financial institution such as wire transfer fees for payment of the Service from You to the Company ("Bank Fees"). You are responsible for paying all Taxes and Bank Fees associated with Your purchases hereunder. If Company has the legal obligation to pay or collect Taxes or pay Bank Fees for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You. You shall be exempt from such Taxes if You provide Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on Company's income, property and employees.

#### 10. Non-Payment and Suspension

In addition to any other rights granted to Company herein, Company reserves the right to suspend or terminate this Agreement and your access to the Service if Your account becomes delinquent (falls into arrears). Company reserves the right to impose a reconnection fee in the event You are suspended and thereafter request access to the Service.

#### 11. Term and Termination

This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period. User subscriptions purchased by You commence on the Effective Date of this Agreement and continue for the subscription term specified therein.

All User subscriptions shall automatically renew for additional periods equal to the expiring subscription term, unless either party gives the other notice, as specified in Section 18, of non-renewal at least 15 days before the end of the relevant subscription term. The pricing during any such renewal term shall be the same as that during the prior term unless Company has given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

Section 4 (Intellectual Property Ownership), 5 (Confidentiality), 9 (Fees and Payment for Purchased Services), 10 (Non-Payment and Suspension), 13 (Representations & Warranties), 14 (Mutual Indemnification), 15 (Disclaimer of Warranties), 17 (Limitation of Liability), 18 (Notices), 20 (Agreement to Governing Law and Jurisdiction), 21 (Waiver of Jury Trial), and 22 (General Provisions) shall survive any termination or expiration of this Agreement.

#### 12. Termination for Cause

Any breach of your payment obligations or unauthorized use of the Company Technology or Service will be deemed a material breach of this Agreement. Company, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, Company may terminate a free account at any time in its sole discretion.

Upon such termination for cause, You shall pay any unpaid fees due after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Company for the period prior to the effective date of termination.

#### 13. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Company represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Company help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any

false information to gain access to the Service and that your billing information is correct.

#### 14. Mutual Indemnification

You shall indemnify and hold Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; or (ii) a claim, which if true, would constitute a violation by You of Your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that Company (a) gives written notice of the claim promptly to You; (b) gives You sole control of the defense and settlement of the claim (provided that You may not settle or defend any claim unless You unconditionally release Company of all liability and such settlement does not affect Company's business or Service); (c) provides to You all available information and assistance; and (d) has not compromised or settled such claim.

Company shall indemnify and hold You and Your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a patent issued as of the Effective Date, or a trademark of a third party; or (ii) a claim, which if true, would constitute a violation by Company of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Company; provided that You (a) promptly give written notice of the claim to Company; (b) give Company sole control of the defense and settlement of the claim (provided that Company may not settle or defend any claim unless it unconditionally releases You of all liability); (c) provide to Company all available information and assistance; and (d) have not compromised or settled such claim. Company shall have no indemnification obligation, and You shall indemnify Company pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

#### 15. Disclaimer of Warranties

COMPANY AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. COMPANY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPANY AND ITS LICENSORS.

#### 16. Internet Delays

COMPANY'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

#### 17. Limitation of Liability

COMPANY SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO COMPANY'S OBLIGATIONS UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 18. Notices

Company may give notice by means of a general notice on the Service, electronic mail to Your e-mail address on record in Company's account information, or by written communication sent by first class mail or pre-paid post to Your address on record in Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Company (such notice shall be deemed given when received by Company) at any time by any of the following: email sent to support@cloudartillery.com.

#### 19. Marketing

Customer grants Company the right to use Customer's name, mark and logo on Company's website, in Company marketing materials, and to identify Customer as a Company Customer; provided, however, that any such use must be pre-approved, not be unreasonably withheld, in writing by Customer.

#### 20. Agreement to Governing Law and Jurisdiction

The Agreement is governed by the laws of the State of California, exclusive of its choice of law principles, and the laws of the United States of America, as applicable. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Exclusive venue for all disputes arising out of the Agreement shall be in the state or federal courts in San Francisco, California, and we each agree not to bring an action in any other venue. You waive all objections to this venue and agree not to dispute personal jurisdiction or venue in these courts. You agree that you will not bring or participate in any class action lawsuit against Cloud Artillery, Inc or any of its employees or affiliates. Each of us agrees that we will not bring a claim under the Agreement more than two years after the time that the claim accrued.

#### 21. Waiver of Jury Trial

Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

#### 22. General Provisions

22.1. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

22.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

22.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

22.4. Waiver and Cumulative Remedies. 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.

22.5. Severability. 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.

22.6. Attorney Fees. You shall pay on demand all of Company's reasonable attorney fees and other costs incurred by Company to collect any fees or charges due Company under this Agreement following Your breach of Section 9 (Fees and Payment for Purchased Services).

22.7. 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 (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, Company shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

22.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto, constitutes the entire agreement between the parties and 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 shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto, the terms of such exhibit or addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in other order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.